

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	08-04-2025 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	08-04-2025 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Finance
<b>Department Name/विभाग का नाम</b>	Department Of Financial Services
<b>Organisation Name/संगठन का नाम</b>	Bank Of Baroda
<b>Office Name/कार्यालय का नाम</b>	Mumbai
<b>क्रेता ईमेल/Buyer Email</b>	buycon5.bob.mh@gembuyer.in
<b>Item Category/मद केटेगरी</b>	Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping, Horticulture Services; Unskilled , Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping, Horticulture Services, O&M of Civil Work, O&M of Mechanical Work, O&M of Electrical Work; Semi-skilled , Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping, O&M of Civil Work, O&M of Mechanical Work, O&M of Electrical Work; Skilled , Facility Management Service- Manpower based (Version 2) - Commercial; O&M of Electrical Work, O&M of Civil Work, O&M of Mechanical Work, Housekeeping, Horticulture Services, Pest Control Service; Highly-Skilled
<b>Contract Period/अनुबंध अवधि</b>	3 Year(s) 1 Day(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	264 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	7 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No

Bid Details/बिड विवरण	
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<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>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	103714329
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	880000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	39

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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

Mumbai, Department of Financial Services, Bank of Baroda, Ministry of Finance

(The General Manager Fm)

#### **MII Compliance/एमआईआई अनुपालन**

MI 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. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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 BREAK UP MANPOWER CHARGES AND ABSTRACT - [1742303377.xlsx](#)

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

**Scope of work & Job description:**[1742303659.pdf](#)

**Buyer to upload Machinery or Consumable List in case Add-on is selected by Buyer in Marketplace:**[1742303716.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1742303722.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
25-03-2025 11:00:00	Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) . o Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on em.projects.bcc@bankofbaroda.com along with pre-bid clarification.

**Facility Management Service- Manpower Based (Version 2) - Commercial; Housekeeping, Horticulture Services; Unskilled ( 43 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premise	Commercial
Type of Services Required	Housekeeping , Horticulture Services
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Sweeper
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Consumables to be provided by Service Provided	Yes
High End Machinery and Equipments to be provided by Service Provider	Yes

Specification	Values
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	Gratuity
Title for Optional Allowances 2	Leave wages
Title for Optional Allowances 3	Conveyance
Designation	Sweeper, Attendant, etc

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Kanagasabapathi	400051, Facilities Management Department Bank of Baroda Baroda Corporate Centre C-26, G-BLOCK Bandra Kurla Complex, Bandra East,	43	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 783</li> <li>• Bonus (INR per day) : 68.49</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 37.66</li> <li>• Optional Allowances 2 (INR per day) : 52.7</li> <li>• Optional Allowances 3 (INR per day) : 39.15</li> <li>• ESI (INR per day) : 26.72</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 93.96</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

**Facility Management Service- Manpower Based (Version 2) - Commercial; Housekeeping, Horticulture Services, O&M Of Civil Work, O&M Of Mechanical Work,**

## O&M Of Electrical Work; Semi-skilled ( 17 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Premise	Commercial
Type of Services Required	Housekeeping , Horticulture Services , O&M of Civil Work , O&M of Mechanical Work , O&M of Electrical Work
Skill Category	Semi-skilled
Type of Function	Others
List of Profiles	Attendant
Educational Qualification	As per ATC
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Consumables to be provided by Service Provided	Yes
High End Machinery and Equipments to be provided by Service Provider	Yes
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	Gratuity
Title for Optional Allowances 2	Leave wages
Title for Optional Allowances 3	Conveyance
Designation	Sweeper, Attendant, etc

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Kanagasabapathi	400051, Facilities Management Department Bank of Baroda Baroda Corporate Centre C-26, G-BLOCK Bandra Kurla Complex, Bandra East,	17	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 868</li> <li>• Bonus (INR per day) : 75.92</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 41.75</li> <li>• Optional Allowances 2 (INR per day) : 58.42</li> <li>• Optional Allowances 3 (INR per day) : 43.4</li> <li>• ESI (INR per day) : 29.62</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 104.16</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

**Facility Management Service- Manpower Based (Version 2) - Commercial; Housekeeping, O&M Of Civil Work, O&M Of Mechanical Work, O&M Of Electrical Work; Skilled ( 6 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premise	Commercial
Type of Services Required	Housekeeping , O&M of Civil Work , O&M of Mechanical Work , O&M of Electrical Work
Skill Category	Unskilled , Semi-skilled , Skilled , Highly-Skilled
Type of Function	Admin , Finance/Accounts , IT-Technical , Non-IT Technical , Healthcare , Others
List of Profiles	Electrician Plumber Carpenter
Educational Qualification	ITI

Specification	Values
Specialization	Not Required
Post Graduation	Not Required , Required , Optional
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Consumables to be provided by Service Provided	Yes
High End Machinery and Equipments to be provided by Service Provider	Yes
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	Gratuity
Title for Optional Allowances 2	Leave wages
Title for Optional Allowances 3	Conveyance
Designation	Electrician Plumber Carpenter

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता



S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Kanagasabapathi	400051, Facilities Management Department Bank of Baroda Baroda Corporate Centre C-26, G-BLOCK Bandra Kurla Complex, Bandra East,	6	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 954</li> <li>• Bonus (INR per day) : 83.44</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 45.89</li> <li>• Optional Allowances 2 (INR per day) : 64.2</li> <li>• Optional Allowances 3 (INR per day) : 47.7</li> <li>• ESI (INR per day) : 32.56</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 114.48</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

**Facility Management Service- Manpower Based (Version 2) - Commercial; O&M Of Electrical Work, O&M Of Civil Work, O&M Of Mechanical Work, Housekeeping, Horticulture Services, Pest Control Service; Highly-Skilled ( 2 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premise	Commercial
Type of Services Required	O&M of Electrical Work , O&M of Civil Work , O&M of Mechanical Work , Housekeeping , Horticulture Services , Pest Control Service
Skill Category	Highly-Skilled
Type of Function	Non-IT Technical
List of Profiles	ELECTRICAL ENGINEER AND ASST FACILITY MANAGER
Educational Qualification	As per ATC
Specialization	Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod/Chem./Biotech) , Graduate

Specification	Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Consumables to be provided by Service Provided	Yes
High End Machinery and Equipments to be provided by Service Provider	Yes
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	Gratuity
Title for Optional Allowances 2	Leave wages
Title for Optional Allowances 3	Conveyance
Designation	ELECTRICAL ENGINEER AND ASST MANAGER

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Kanagasabapathi	400051, Facilities Management Department Bank of Baroda Baroda Corporate Centre C-26, G-BLOCK Bandra Kurla Complex, Bandra East,	2	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 1450</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 69.75</li> <li>• Optional Allowances 2 (INR per day) : 97.59</li> <li>• Optional Allowances 3 (INR per day) : 72.5</li> <li>• ESI (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 174</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

**Facility Management Service- Manpower Based (Version 2) - Commercial; O&M Of Electrical Work, O&M Of Civil Work, O&M Of Mechanical Work, Housekeeping, Horticulture Services, Pest Control Service; Highly-Skilled ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premise	Commercial
Type of Services Required	O&M of Electrical Work , O&M of Civil Work , O&M of Mechanical Work , Housekeeping , Horticulture Services , Pest Control Service
Skill Category	Highly-Skilled
Type of Function	Non-IT Technical
List of Profiles	AS PER ATC
Educational Qualification	As per ATC
Specialization	Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/ E&E/Prod/Chem./Biotech) , Graduate

Specification	Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	5 TO 7 YEARS
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Consumables to be provided by Service Provided	Yes
High End Machinery and Equipments to be provided by Service Provider	Yes
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	Gratuity
Title for Optional Allowances 2	Leave wages
Title for Optional Allowances 3	Conveyance
Designation	FACILITY MANAGER

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Kanagasabapathi	400051, Facilities Management Department Bank of Baroda Baroda Corporate Centre C-26, G-BLOCK Bandra Kurla Complex, Bandra East,	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 1730</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 83.21</li> <li>• Optional Allowances 2 (INR per day) : 116.43</li> <li>• Optional Allowances 3 (INR per day) : 86.5</li> <li>• ESI (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 207.6</li> <li>• Tenure/ Duration of Employment (in months) : 36</li> </ul>

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

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

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

### 3. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with

self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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---**

**REQUEST FOR PROPOSAL  
FOR PREMISES AND FACILITY MANAGEMENT SERVICES AT BANK OF  
BARODA, BARODA SUN TOWER, BKC, MUMBAI -400 051.**

**FACILITIES MANAGEMENT DEPARTMENT  
Bank of Baroda**

C-26, G-Block  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051

**RFP Reference: BCC/FM/SK/117/BST\_HK**



**[A] Important Dates:**

#	Particulars	Timeline
1	RFP Issuance Date	- <b>18.03.2025</b>
2	RFP Coordinator Name, Contact details (Bank)	<b>1. Mr.Dhananjay K Purekar,</b> Chief Manager Ph: 022-66985762 Email: em.projects.bcc@bankofbaroda.com <b>2. Mr. Sachin Kumar</b> Senior Manager Ph. No. : 022 – 6845162 Email : em.projects.bcc@bankofbaroda.com
3	Pre-bid Meeting details	<ul style="list-style-type: none"> <li>Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 25.03.2025</li> <li>Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on em.projects.bcc@bankofbaroda.com along with pre-bid clarification.</li> <li>Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</li> <li>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting</li> </ul>
4	Last Date of Submission of RFP Response (Closing Date)	<b>08.04.2025</b> <b>Government e Marketplace (GeM)</b>
5	Technical Bid Opening Date	<u>All bids will be opened through <b>Government e Marketplace (GeM)</b></u>
6	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Application Money	-Nil-
8	Bid Security (Earnest Money Deposit)	Rs.8,80,000/- (Rupees Eight Lacs Eighty Thousands only)
9	Mode of bid submission & online portal's URL	Mode: Online URL: <b>Government e Marketplace (GeM) portal</b>
10	Contact Telephone Numbers	Senior Manager- Civil- 022 66985162 Chief Manager –Civil–022 66985106 em.projects.bcc@bankofbaroda.com

## [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. AMC means Annual Maintenance Contract
8. SLA means Service level Agreement

### Please note:

- I. 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.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has

- ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Confidentiality:**

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

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## 1. Introduction

- 1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.
- 1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for premises and facility management services at Bank of Baroda, Baroda Sun Tower, BKC, Mumbai -400 051 .

## 2. Project overview and scope of work

- 2.1. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a Bidder for providing premises and facility management services at Bank of Baroda, Baroda Sun Tower, BKC, Mumbai -400 051.
- 2.2. Now Bank in process for premises and facility management services at Bank of Baroda, Baroda Sun Tower, BKC, Mumbai -400 051. For this purpose, Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure -02- and also in a position to fulfill the requirement as mentioned in Project Scope Annexure 12 Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.3. The detail scope of work is mentioned in the annexure 12 However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

## 3. Contract period

**The bank shall enter into an agreement with the selected bidder for a period of - 03- Years with yearly review of the same on satisfactorily performance.** In case of warranty /AMC of any services the agreement deemed extended the last delivered services or support to be provided whichever is later from the date of placing purchase order. The contract will be deemed completed only when all the services contracted by the Bank are provided and implemented along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder .

## 4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure-02-) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in Annexure 12, may submit their bid through GeM portal on or before the timeline stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission in GeM portal will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Annexure 01.

## 5. Application Money: NIL

## 6. Bid Security (Earnest Money Deposit)

6.1.1. Bidders are required to give an earnest money deposit of an amount as mentioned in "[A] Important Dates" at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee (Annexure 06 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS. ( 5<sup>th</sup> character is 'zero')**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - ▶ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
  - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

**Unsuccessful Bidder's** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP against request of bidder. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

### **Exemption for application money and EMD amount:**

Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid

Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

## **7. Performance Guarantee**

- 7.1.1. The successful Bidder shall provide a Performance Guarantee **within 30 days from the date of receipt of the order** or signing of the contract whichever is earlier in the format as provided in Annexure -2 to the extent of 5% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.
- 7.1.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 7.1.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 7.1.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

## **8. Sub - Contracting:**

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing

## **9. Service Level Agreement and Non-Disclosure Agreement:**

- 9.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure \_18\_), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.
- 9.2. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

## **10. Compliance with Laws:**

- 10.1. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government



Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

- 10.2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

#### **11. Termination:**

- 11.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 11.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 11.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

#### **12. Grievance Redressal and Dispute Resolution:**

- 12.1. Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the General Manager, gm.em.bcc@bankofbaroda.com it may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

General Manager,  
Facilities Management Department  
Bank of Baroda, Baroda Corporate Office,  
C-26, G-Block, BKC, Mumbai-400051

#### **Dispute Resolution:**

- 12.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in

connection with this RFP.

- 12.3. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 12.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 12.5. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- 12.6. The seat and place of arbitration shall be at Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 12.7. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

### **13. Governing Laws:**

- 13.1. This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **14. Prevention of Corrupt and Fraudulent Practices:**

- 14.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure \_\_17\_\_ of this RFP.
- 14.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
  - ▶ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
  - ▶ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the

Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

- 14.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 14.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **15. Authorized Signatory:**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

#### **16. The bid submission by related parties:**

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

#### **17. Right to Reject Bids:**

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.

- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website & GeM Portal only.

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## **18. General Terms and conditions**

- 18.1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 18.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 18.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 18.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 18.5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 18.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 18.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 18.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 18.9. Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 18.10. Only one submission of response to RFP by each Respondent will be permitted.

- 18.11. The Bank expects Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 18.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by the Bank.
- 18.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 18.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 18.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal (GeM) will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 18.16. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 18.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 18.18. All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 18.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 18.20. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 18.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the

RFP closes to improve or clarify any response.

- 18.22. Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal (GeM). The bidder must register for submission of their bid as specified in this document.
- 18.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 18.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 18.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 18.26. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 18.27. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 18.28. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 18.29. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 18.30. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 18.31. Responses to this RFP should not be construed as an obligation on the part of

the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

- 18.32. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 18.33. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 18.34. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- 18.35. The bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
  - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 18.36. The execution, delivery and performance under an Agreement by bidder :
- ▶ Will not violate or contravene any provision of its documents of incorporation;
  - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
  - ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental



instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

- 18.37. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 18.38. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 18.39. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 18.40. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 18.41. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 18.42. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 18.43. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 18.44. Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 18.45. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 18.46. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this

Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

- 18.47. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

## **19. Abide with the universal human rights and banks Code of Ethics-**

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics.

The successful bidder shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct

## **20. Information Confidentiality:**

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

## **21. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## Annexure 01 - Guidelines for submission details and E-tendering

**Technical Bid envelope to contain the following (All the Documents should be digitally signed by authorized representative of bidder)**

Section #	Section Heading	Proforma Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder	Annexure 03
3.	Application Money	NA
4.	Bid Security (Earnest Money Deposit)	Bidder to Provide Transaction Details or Bank Guarantee as per Annexure 05 <b>For Micro and Small Enterprises (MSE) / Startups</b> "Bid Security Declaration - As Per Annexure 5A
5.	Bid Security Form	Annexure 06
6.	Letter of Undertaking from Bidder	Annexure 07
7.	Conformity Letter	Annexure 09
8.	Letter of Undertaking from OEM	Annexure 10
9.	Undertaking of Information Security (Bidder & OEM)	Annexure 11
10.	Executive Technical Summary	Bidder to provide
11.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 12
12.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
13.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u> )	Annexure 14
14.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
15.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts	Bidder to provide (To submit Board Resolution copy of authorizing official to

Section #	Section Heading	Proforma Given
	with the Bank.	submit the Bid)
16.	Integrity pact	Bidder to provide detailed Annexure 17
17.	Service Level And Non Disclosure Agreement Format	Annexure 19
Commercial Bid should be strictly as per Commercial bid format (Annexure - 15). Any commercial bid submitted not in conformity with Annexure – 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		

## 1. Guideline for E-TENDERING

### 1.1.General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit the GeM portal

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.

Having sufficient number of experienced personnel, technical know-how, equipment & machinery- to complete the project well in time with superior quality of materials & workmanship as per standard specifications.

The date and time for submission of bids shall be strictly followed in all cases. The applicant should ensure that their tender submitted before the expiry of Bid Submission Period. If for any reason, any interested bidder fails to complete any of stages during the complete tender cycle, Bank shall not be responsible for that and any grievance regarding that shall not be entertained. No other tender notice shall be published in the press for the job referred above and Price Bid shall be opened of qualified bidders only.

Further “Corrigendum” or “Addendum” (if any) shall be issued on GeM portal / Bank’s website only and prospective Bidders have to keep checking GeM portal / Bank’s website for any additional instructions/ Addendum, if any till 48 hours of tender submission time. Bidders who quote tender without attaching tender or the addendum if any shall be rejected. The Bank reserves the right to reject any or all the applications without assigning any reason thereof.

## Annexure 02 –Evaluation Terms

### 1. Evaluation process

A two stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Eligibility Cum Technical Bid
- ▶ Stage 2 – Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

#### A. Eligibility cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
<b>A</b>	<b>General</b>		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 7 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs.		Letter of confirmation from Bidder.
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 03 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder& OSD\ OEM)

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
5	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
<b>B</b>	<b>Financial</b>		
1	The Bidder must have registered a turnover of 2.64 Crores or above in each year during the last three completed financial years – 2021-22, 2022-2023, 2023-2024). (Not inclusive of the turnover of associate companies).		Audited Financial statements for the financial years (2021-22, 2022-2023, 2023-2024) Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualifications.
2	The Bidder must be Net profit making entity continuously for the last three years that is financial years – 2021-22, 2022-2023, 2023-2024).		Audited Financial statements for the financial years 2021-22, 2022-2023, 2023-2024) Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
<b>C</b>	<b>Technical</b>		
1	Three similar completed works each of value not less than the value equal to ₹ 3.52 Crore		Relevant WO and Completion certification to be submitted
2	Two similar completed works each of value not less than the value equal to ₹ 4.39 Crore OR		Relevant WO and Completion certification to be submitted

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
3	One similar completed works each of value not less than the value equal to ₹ 7.03 Crore		Relevant WO and Completion certification to be submitted

Bidder should have presence of their Registered office / service office at Mumbai.

The technical bids of only those bidders who qualify the above mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability Annexure 15

### **B. Commercial Bid Evaluation**

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. Bidders are required to quote as per the Commercial Bid format mentioned under Annexure 09.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

### **2. Commercial Bids Terms**

The commercial bids of only those bidders who qualify in eligibility and technical bid evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders. Bidders are required to quote as per the Commercial Bid format mentioned under Annexure 09. The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification. The proposal of L1 (Lowest bidder) shall be recommended for award of contract.

- a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the



technical evaluation

- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- g. Terms of payment as indicated in the letter of acceptance/ order that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will

have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the bidder is expected to provide the same at no additional cost to the Bank. The bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

- ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
- ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

**Annexure – 03 Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure**

***(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory***

To  
The General Manager,  
Facilities Management department  
Bank of Baroda  
Baroda Corporate Office  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not

from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

## **Annexure 04 – Pest Control and Waste Disposal Agency Detail**

To,

General Manager  
Facilities Management Department  
Bank of Baroda  
Baroda Caporate Office  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051  
Sir,

**Sub: RFP FOR PROCUREMENT OF PREMISES AND FACILITY MANAGEMENT SERVICES AT BANK OF BARODA, BARODA SUN TOWER, BKC, MUMBAI -400 051.**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are submitting detail of following agencies for Pest Control Services and Waste Management Services as per Terms and Conditions of RFP

Reputed Pest Control Agency (Attach Separate Profile)

- 1.
- 2.
- 3.

Reputed Waste Management Service Provider (Attach Separate Profile)

- 1.
- 2.
- 3.

We further undertake that we shall deploy one of the agency in each category as finalized by the Bank at the risk and cost of our firm and Bank reserves its right to review the performance of the agencies and we shall provide alternate agency in case Bank decides to terminate the services of the selected agency.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Profiles of Pest Control Agencies and Waste Management Agencies



## Annexure 05 – Bid Security Letter

To,

General Manager  
Facilities Management Department  
Bank of Baroda  
Baroda Caporate Office  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: RFP FOR PROCUREMENT OF SERVICE PROVIDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES AT BANK OF BARODA, BARODASUN TOWER, BKC, MUMBAI -400 051.**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer/Bank Guarantee

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS ( 5<sup>th</sup> character is 'zero')

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

**Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

**A/C Name:**

**A/C No.**(Company account details):

**IFSC Code:**

**Bank Name:**

**Bank Address:**

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by .....20

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**



## Annexure 06- Bid Security Form

*Pro forma for Bank Guarantee in lieu of EMD*

To,

Date DD-MM-YYYY

General Manager  
Facilities Management Department  
Bank of Baroda  
Baroda Caporate Office  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

**Dear Sir,**

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as "the VENDOR") proposes to offer its response to RFP No.. #: ( RFP details) ..... (hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us, ..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP ..... response to you, WE,.....having..... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ....., through our local office at ..... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount

equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of ..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....( Rupees.....only

) as aforesaid or extend the period of the guarantee beyond the said day of ..... unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
  - i) our liability under this Guarantee shall not exceed Rs..... ( Rupees.....only) ;
  - ii) this Bank Guarantee shall be valid up to and including the date ..... and

iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

## **Annexure 07 – covering letter from the Bidder**

To

General Manager  
Facilities Management Department  
Bank of Baroda  
Baroda Caporate Office  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: RFP FOR PROCUREMENT OF SERVICE PROVIDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES AT BANK OF BARODA, BARODA SUN TOWER, BKC, MUMBAI -400 051.**

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## Annexure 08–Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

RFP name and no:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope / Commercial / Legal / General / Any Other)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

## **Annexure 09–Conformity Letter**

***(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)***

To  
General Manager  
Facilities Management department  
Bank of Baroda  
Baroda Corporate Office  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051.

Sir,

**Sub: RFP FOR PROCUREMENT OF SERVICE PROVIDER FOR PREMISES AND FACILITY MANAGEMENT SERVICES AT BANK OF BARODA, SUN TOWER, BKC, MUMBAI -400 051.**

Further to our proposal dated ....., in response to the Request for Proposal.....(Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## **Annexure 12 – Project Details Scope of Work**

### **1. Project Scope**

The Premises and Facility Management Service Provider are required for manning and maintaining various services at Bank of Baroda , Baroda Sun Tower, C-34 G-Block, Bandra Kurla Complex, Bandra(E), Mumbai-400051 such as electrical, lifts, air conditioning , electro mechanical, firefighting, Housekeeping, Horticulture, Plumbing , Pest Control, carpentry etc.

The job role also includes monitoring, liasoning with public utility agencies, public bodies and offering administrative support including central help desk, recording, tracking and executing and reporting all work order related to all services under single point responsibility on round the clock duration by utilizing latest software and hardware (at the cost of the agency) duly supported by a trained man power to the full satisfaction of the Bank.

The brief details of works are as under:

#### **A. Manpower Requirement and Costing**

Manpower requirement given below is worked out based on the assessment made at our end and is purely indicative. Any additional requirement as envisaged by the agency for satisfactory completion of jobs have to be engaged at site. No extra claim towards additional manpower engaged shall not be considered.

#### **Manager:**

The Manager engaged by the P&FMS Provider should be a permanent employee of the firm. He should be a Degree/ Diploma holder in engineering with minimum 5/7 years' experience in relevant field preferably in handling FMS of multi storey corporate buildings and holding similar position. Computer Skills shall be an added advantage.

#### **Assistant Manager**

Assistant Manager should be a graduate having minimum –3- years' experience in relevant field preferably in handling FMS of multi storey corporate buildings and holding similar position. Computer skills shall be an added advantage.

#### **Supervisor**

One per shift will co-ordinate and supervise the daily, Weekly, & Monthly cleaning activities for the entire building along with the tasks assigned as and when required. The supervisor should be having minimum –3- years' experience in relevant field preferably in a supervising position in handling FMS of multi storey corporate buildings.

#### **1. House Keeping men**

- i) House Keeping men per floor between 7A.M. to 8 P.M., on all working days (shift timing will be 7.00 to 15.00 and 12.00 to 20.00)
- ii) Distribution of housemen will be decided by the bank.
- iii) P&FMC has to engage required manpower on weekdays / holidays for



attending specialised cleaning like carpet spotting, shampooing, brushing, scrubbing etc. No compensatory off/ extra payment claims will be entertained.

## 2. Toilet attendants

Lady toilet attendants in two shifts as decided by the bank have to be engaged from 7.00am to 7.00 pm on all working days.

3. The contractor must cover all employees under his charge for all statutory compliances like ESIC PF, minimum wages, accidental insurance / death. All housekeeping staff must be trained with required experience in a similar building to perform duties entrusted to them, and must be in proper uniform at all times.

4. Above mentioned manpower distribution can be remodelled from time to time in consultation with bank without compromising on quality of service and zero interruption to the occupant.

5. Internal glass cleaning will be a part of housekeeping services.

## **B. Schedule of House Keeping Equipment I Consumables & Costing**

### 1. Machinery & Equipment.

- Wet & Dry Vacuum Cleaner heavy-duty industrial type (3. Nos. or as required at site)
- Mechanized Battery / Fuel operated floor sweeper for external areas.(1 Nos. As required at site)
- Multipurpose floor maintainer with accessories (1 No. for Shampooing, Burnishing buffing, etc.)
- Unger Window cleaning Kit (1 set with safety belts etc.)
- High-pressure jet with accessory (2. Nos or as required at site)
- Multipurpose housekeeping trolley (1. Nos at each floor i.e 10 or as required at site)
- Mopping bucket with squeezer (1. No at each floor or as required at site)
- Ladder 30'ft, 8'ft, & 4'ft (2.nos. each)
- Mosquito fogging Machine along with consumables (3 Nos.)
- All Consumables pertaining to housekeeping shall be Green Pro/Green Leveled Products and necessary invoices against the purchase shall be submitted to Bank along with monthly Bills.

### 2. Housekeeping Consumables:

Soft & Hard Broom, Cob - Web Duster, Floor & Glass Duster, Table & Computer Duster, Odonil Sticks / Naphthalene Balls, WC - Brush, Silvo /Brasso, Deodorized - detergent for mopping, **R-1 to R-7 (Green Pro/Green Leveled Products)**, Murphy Oil / Min Cream, Spray bottles, Buckets, Caddies, Garbage Bags, Mugs, Dust Collectors, Odopic / Vim Powder/Vim liquid, Round Mops, Kentucky Mops, Room Freshener, Mosquito repellent, liquid soap (**Green Pro/Green Leveled Products**), P&FMS will ensure that one small odonil stick/Package & two naphthalene balls in all urinals and odonil fresheners in toilets / wash area and tissue rolls ( 150 gr. Weight ) are available at any point of time. Special Attention is requested to note that in case of any deficiency in quantity or quality if observed in consumable items bank will have the right to deduct even full amount of

monthly payable / payment against said head.

Rubber Cushion, Glass Wiper, Hand Brush, oversized sweeping Brush for external areas, Buffing & Scrubbing Pads & Carpet & Upholstery Shampoo liquids, HLL Soap for the dispensers in all toilets, Tissue rolls (Total Toilet 2 x IO levels x 5 units), also to be provided by the service provider. Items provided by the FMS will be verified by the concerned officer of Bank.

Soft Tissue Paper Boxes, M Fold tissue Papers, Paper Cups, Automatic Air Fresheners refills (eco labeled), Mosquito repellent liquid refills for the use of Executives/Officers as decided by Bank shall be provided by Bidder at no extra cost.

### **C. Lift Attendant**

1. Attendant service elevator 8.00am to 10.00 pm. 1 Attendant per shift for VIP elevator .
2. Lift technician during office hours or as decided by the bank
3. The contractor must cover all employees under his charge for all statutory compliance like ESIC, PF and Accidental, insurance /death. Security staff must be trained with at least 2 years' experience in a similar building to perform duties entrusted to them, and must be in proper uniform.
4. The above-mentioned manpower is based on the fact that the building management system is not activated.

**Note:** Please note that the maximum age of staff should not exceed -60- years

### **D. External Surface Cleaning**

The above-mentioned cost towards Man / Machine & Material etc, is based on the surrounding of the building and nature of work which is a high-risk activity, where safety & precautions to be adopted while cleaning is in progress. However international standards are to be maintained at all time & if required contractors may remodel the same without out compromise on quality. Facade cleaning shall be done by either by spider man or gondola system.

The contractor must cover all employees working under him for all statutory compliance like ESIC, PF, Accidental, Insurance /death. The team must be trained with at least 2 experienced persons who had carried out similar job in past, and must be in proper uniform at all times. The external façade cleaning will be considered as a single item.

The frequency of cleaning is proposed to be quarterly. The P&FMSC should quote accordingly. Frequency of cleaning will be changed if situation demands. One cycle of cleaning work should be completed within 20 days.

### **E. Electrical / Plumbing/ Carpentry**

1. P&FMS Provider will coordinate & oversee the daily, Weekly, & Monthly M&E operations in the building. 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.
2. Provision to be made for break down & preventive maintenance like shutdown etc on weekends & holidays only.
3. All tools and equipment to be provided by the contractor for all mechanical & electrical works to be carried out in the building, which should also include safety equipment etc.

4. All spares and consumables like plumbing materials, tubes, chokes, coils ELCB etc. Will be procured from the market after obtaining 3 quotes and will be reimbursed by Bank of Baroda.
5. 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.
6. 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.
7. The Electrical Engineer will be Degree/ Diploma holder in Electrical Engineering and having experience not less then 3/5 years in relevant field preferably in multi storey Commercial / corporate buildings and holding similar position . He shall take care of all electrical, electromechanical equipment's, HVAC, lifts, panels etc. He should be a holder of supervisory license.
8. Electricians and Plumbers should be license holders and should have completed ITI in Electrician and Plumbing respectively. The Electricians and Plumbers should have minimum 3 years' experience in relevant field preferably in multi storey corporate/commercial buildings and holding similar position
9. 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. Housekeepers/ Electricians/ Plumber will be assisting the carpenter if required. The Carpenter should have completed ITI in Carpentry and should have minimum 3 years' experience in relevant field preferably in multi storey corporate/commercial buildings and holding similar position

#### **F. Horticulture & Pest Control**

1. Supervisor & Assistant: One supervisor & 3 Gardner will oversee all horticulture activities in the building on a day to day basis-Cost of consumables & machines must include the cost of a lawnmower, scissors, spades etc. Also the cost of mud & manure to be filled in as Para 5 & cost of chemical & pesticide (continuous) required.
2. **For Pest Control of the building including Rodent and termite control the successful bidder shall submit a list of reputed agencies (Minimum Three) working in the pest control industry along with the technical Bid.** Bank reserves the right to review such list and select potential vendor to carry out the work in the building. Pest Control agency on behalf of successful bidder Will Attend to all common areas/Cabins or locations as required from time to time on daily basis or as & where required to keep the building both externally & internally pest free. Also this cost must include the cost of Rodent control, termite control and any other type of pest control as and when required.

#### **Periodicity**

i) **Pest Control:** One representative of Pest Control agency as mentioned above shall visit the building daily for minimum -4- hours and carry out treatment where ever required as per site conditions. Pest Control activity in totality for the whole building shall be carried out once in two weeks (Gel treatment in office, toilet, canteen area) and

chemicals treatment in passage, godown etc, However for Canteen and Creach special treatment shall be carried out once in a week. Bank reserves the right to change/reduce the periodicity of such activity

ii) **Rodent control-** Once in a month or as required at site, The person visiting daily shall review the situation and initiate necessary action without any extra cost.

3. 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.
4. 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 such as supply of Rat pads (Minimum 50 – big size per month ), any new technology available and Rat cages and will be based on international standards. However contractors may remodel the same without compromising on quality.
1. Soil, manure (2:1), pesticides (Ecolabelled) to be arranged by the P&FMS contractor. 50 cft soil to be supplied once in 4 months.
2. Maintaining plants on road divider stretching 1800 rft long including watering, pruning, arranging necessary equipment / pipe all complete.
3. Once the job is awarded, the contractor shall submit detailed schedule of work to be done on daily basis. The scope of work includes
  - a. Watering of plants – indoor / out door
  - b. Trimming and maintenance of lawn
  - c. Re shuffling of plants to give them sunlight once/ twice a week as required
  - d. Placing of pots as instructed by the department.
  - e. Spraying of insecticides
  - f. Filling / refilling the soil manure in the pots, indoor / outdoor plants, lawn, road divider etc and all the relevant horticulture articles.

#### **Fire Fighting Installations**

1. The contractor must cover all employees under his charge for all statutory complaints like ESIC, PF, Accidental, Life Third party and property damage insurance up a min of Rs. 5 lakhs.
2. The fireman and control operator must be based with at least 2 years, experience in the similar building to Perform duties enlisted to them and must be in proper uniform at all the times..
3. The fireman's and control operator shall be perfectly conversant with Bombay fire brigade rules and regulations.
4. 2 firemen should be engaged per shift

#### **HVAC Operator**

- 1 The contractor must cover all employees under his charge for all statutory complaints like ESIC, PF, Accidental, Life Third party and property damage insurance up a min of Rs. 5 lakhs.
- 2 The operator and assistant must have at least 2 years' relevant experience in the field to perform duties enlisted to them and must be in proper uniform at all the times.

## Scope of Work

### **The following activities will be under the scope of work of the Service Provider:**

The Bank has established a high quality, well specified comprehensive intelligent facility for its Baroda Sun Tower, at C-34, G-Block, Bandra Kuala Complex, Bandra (East), Mumbai. The Bank expects the P & FM Service Provider to take a "Single Point and Full Responsibility" of Manning and Maintenance of various services such as Electrical, Lifts, Air Conditioning, Electro Mechanical, Fire Fighting, Housekeeping, Security, Horticulture, Plumbing, Carpentry, Pest Control Services etc.

The Bank's objective is that P & FM Service Provider does not perceive this as a short term or a one-time contract but as an exercise in 'Asset Value Maximization and Asset Life Prolongation'.

Bank of Baroda will enter into separate Annual Maintenance and Comprehensive Contracts for all utility equipments like lifts, Air conditioning, and Sewerage Treatment Plants, DG sets etc and P&FMSC will manage the same. The P & FM Service Provider shall take overall and single point responsibility of manning and maintaining all the services in the scope of work.

All small repair costs shall be covered, wherever possible by the AMC contracts and repairs other than those covered by the maintenance contractors and those that could not have been foreseen at the time of the tender shall be reimbursed at cost by the Bank, subject to prior approval given by the Bank for these repairs.

As single point responsibility, the P&FM Service Provider shall employ modern systems and services of international quality, integrating all functions necessary to support the daily operations ranging from housekeeping, landscaping to high technical operations and maintenance by deploying competent, trained and experienced work force under a well-structured system, using "Modern Management Techniques and well established / ISO certified standards and procedures".

#### **1). The single point responsibility shall cover:**

a) Ground maintenance to keep good appearance, maintain clean / hygiene conditions of the property, car park, paving, roads and landscaping, provide specialist maintenance of the same.

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

Waste Management :Devise and implement waste management systems for removal of waste from office / common areas/ STP/other designated areas to central collection Centre initially and final disposal outside the site daily as prescribed by the local statutory bodies like pollution board, MMRDA etc. Necessary records should be maintained as a proof of carrying out the waste disposal. Bank reserves the right to dispose Waste paper directly.

Waste Collection: The dry waste and Wet Waste including Diaper Waste shall be collected from each floors and location as specified by the Bank. The waste shall be segregated by the successful bidder and shall be stored separately at a central location as per instruction of Bank. Wet waste to be further segregated and wet waste fit for biogas plant shall be delivered at Biogas plant.

Waste Disposal: **Bidder shall submit a list of agencies authorized by MCGM/MMRDA or equivalent organization for disposing waste up to the municipal limit along with technical bid.** and issue certificates regarding recycling/reusing of waste as required. The disposal of waste shall be carried out on daily basis. Bank reserves the right to select potential agency to carry out the above work on behalf of successful bidder. No extra payment shall be done for this.

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

(e) Security / Firefighting services and car parking management are to be co-ordinated in consultation with full time, fire officers and security officers together with staff posted by Bank of Baroda at the building.

(f) Effective coordination with the following AMC contractors.

- AC Plants
- Lifts
- Sewage Treatment Plant
- D G Set
- Firefighting/ detection equipment
- Transformers
- Panels , Battery charger,

(g) 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 Provider has to identify one or two persons for delivering cheques/letters to MTNL/Adani Electricity/BEST undertaking/ BMC/MMRDA etc. To assist the Bank for preparing necessary registers/ records that to be maintained by the Bank and timely submission of the same to the Labour Office.

(h) Building maintenance (windows, facade, external / internal faces of glasses, stair wells, lobbies, WC areas and lighting systems.

(i) Internal and external pest control services

(j) Janitorial services

(k) Liaise all public utilities authorities such as electricity / water service providers, fire authorities, electrical inspectorate etc and also ensure prompt payment/ refund of utility bills.

(l) 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.

(n) Maintain the key register

(o) Maintain all doors/ door closures, furniture and attending minor carpentry work

(p) Timely statutory payments/ delivering cheques, letters etc

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

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

**3) Tender Submission**

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

**4) Agreement:**

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

**5) Taxes and Duties:**

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

**6) Premises & Facility Management Services Provider 's Employees**

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

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

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

**7) Insurance**

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

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

**8) Termination of Contract**

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

**9) Validity of Proposal**

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

**10) Compliance with all statutory requirements**

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

The workers engaged by the agency for the FMS job shall be governed by the State Labour rules and payment shall be made accordingly which will be reviewed on half yearly basis as per the government gazette notification. Any subsequent change in the payment structure i.e. minimum wages, bonus, taxes, DA etc. required to be effected in accordance with the revision / change in the labour laws applicable to the employer/ employee shall be considered separately.

**12) Emergency Telephone Numbers**

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

**13) Occupational Health and Safety**

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

Comply with applicable local regulatory requirements

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

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

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

**14) Communication**

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



- ii. Ensure that contractor employees are trained and suitably qualified for the risks involved.
- iii. Implement a communication process with Bank of Baroda and contractor employees on equipment hazards, unsafe conditions or acts and actions required to prevent injury or damage to property and where necessary, to provide suitable and effective means of warning
- iv. Periodically report to Bank of Baroda on the performance of the safety management system, programs, violations of safe work practices and status of corrective plans

#### **15) Safety Management**

- i. Initiate and maintain safety management programs to protect contractor's employees from hazards through procedures, practices, and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.
- ii. Maintain records including but not limited to contractor employees' training, hazard assessments, communications, permits, licenses and accidental investigations.
- iii. In instances, where such work is carried out, implement permit to work programs, including but not limited to hot work, cold work, and entry into confined spaces, work on fire suppression systems and work on high voltage and live electrical equipment's.

#### **16) 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.

#### **17) Payment**

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

#### **18) SAFETY CODE**

##### **A. Scaffold**

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

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

adequate width and be suitably fenced as described in

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

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

#### **B. Other Safety Measures**

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

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

(iii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

#### **C. Performance Rating Sheet:**

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

Payment shall be released based on the performance parameters given below;

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

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

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

Example of scoring is mentioned below;

<b>SR. NO.</b>	<b>SERVICE CRITERIA</b>	<b>Maximum Marks for specific service</b>	<b>Marks obtained *</b>	<b>Remark Good Satisfactory Not up to mark</b>
1	House Keeping	20		
2	Consumables/Machinery	20		
3	Electrical Maintenance	20		
4	Pest control	20		

5	Horticulture/Flower Arrangement	10		
5	Discipline, Punctuality and Staff dress code	10		
	TOTAL	100		

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

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

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

1. Attending all the maintenance issues pointed out in the department.
  2. Upkeep of all the external building and open surfaces including jet cleaning of all hot surfaces, regular watering of plants, removal of damaged leaves, branches, etc., putting manure as per contract terms and other routine gardening work. Cleaning of all the lights, conducting, switch board, 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, STP, hydraulic water system. DG Set, HT/ET plants, ACP Plants, AHU's, and transformers.
  3. Calling AMC agency periodically as per their AMC contract and timely renewal of their service contract.
  4. Maintaining inventory of consumable items and submitting monthly report along with bill.
  5. The Bank will enter into Annual Maintenance Contracts for certain services and If any point of time it is observed that F&PM has not followed up for any discrepancies / shortfall with Service provider ( under Annual Maintenance contract ) deduction @ 5% per activity shall be affected .  
Service Provider 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.  
Requirement of no. of staff and labour deployment shall be assessed by the Service Providers looking into the task he has to perform under the FMS. Hence any point of time no such deficiency should be observed.
1. The Bank's working hours shall be 10.00 AM to 05:00 PM except 2nd Saturday, 4th Saturday and Bank holidays. No extra payment will be given for working beyond these hours or on Sundays and Holidays if P&FM Service Provider desires so for meeting the targets as per the terms of contract.
  2. P&FM Service Provider has to arrange for engaging their workers on Holidays and Sundays if so desired by the Bank. No compensatory off/ extra payment to this effect will be entertained. Services required/ requested on Sundays/ holidays will not exceed 26 days in a month. In case of service required for more than 26 days, payment will be made on actual basis.

3. Should any new areas of work transpire which Bank considers are not envisaged as being part of this tender, the prices for the new scope of work shall be mutually agreed between the Bank and P&FM Service Provider based on actual rate analysis on established norms . In the event of non-Agreement of the rates, the Bank reserves the right to get the same executed through any other agency so appointed for.
4. The Bank will directly enter into Annual comprehensive Maintenance Contracts (AMCs) for certain services such as HVAC, lifts, STP, A/C units water coolers, water purifiers , kitchen equipment's, health club equipment's DG set etc. and attach these contractors to the P&FM Service Provider for management and for certification of bills etc.
5. The Bank will provide free of charge about 200 sq.ft. Office space and other office infrastructure for facilitating P&FM Service Provider for rendering the services. One telephone with external dialling facility will be provided in the office exclusively for official purpose. Monthly bill amount exceeding Rs.1500/ will be recovered from the service provider's running bills. Bank will also provide one computer for keeping / maintaining all complaints received from our various departments. F&PM will maintain the same with their action taken report which will be checked by our department at any point of time.
6. The Bank will make all payments to the P&FM Service Provider for services rendered satisfactorily on monthly basis in accordance to the relevant clause of conditions of contract.

## **ROLES AND RESPONSIBILITIES**

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

### **1.0 Scope and Responsibilities**

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

#### **1.1 Operations**

P & FMSC 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.

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

#### **1.2 Records of operation and maintenance**

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

#### **1.3 Maintenance and repairs**

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

#### **1.4 Energy Audits**

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

#### **1.5 Breakdown Maintenance**

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

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

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

## **QUALITY CONTROL AND ASSURANCE**

### **1.0. P & F MANAGEMENT SERVICES PROVIDER'S RESPONSIBILITIES**

#### **1.1 Quality Control**

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

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

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

#### **1.2 Quality Assurance**

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

Tender shall include a typical QA document from previous contract

#### **1.3 Testing**

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

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

## 2.0 INSPECTION AND TESTING BY OWNER

### 2.1. General

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

### 2.2. Rejected Work and Equipment

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

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

### 2.3 Approval

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

## **SCHEDULE OF EQUIPMENTS**

### **Details of installation of specialised services and building finish.**

#### **A) Air-Conditioning and Mechanical Ventilation (Acmv) System**

1.0 Air-cooled screw chiller packages each of 300 TR, CLIVET make, with compressors, motor assembly, heat exchanger, condenser coil section and condenser fans with microprocessor panel and other accessories.

-2 packages

2.0 Air-cooled screw chiller package of 80 TR, BLUESTAR make, with compressor, motor assembly, heat exchanger, condenser coil section and condenser fans with microprocessor panel and other accessories

1 package

3.0 300 TR Chiller, Chilled water pump sets, horizontal, centrifugal, back-pullout type of capacity- 450 gpm 20 HP and a head of 30 M, kirloskar make.

03 pump sets (01 stand by).

4.0 Chilled water pump set, horizontal, centrifugal, back-pullout type of capacity 216 gpm - 10HP and a head of 36 M, Matherplatt make

02 pump sets (01 stand by)

5.0 Expansion Tank of Chilled water system of capacity 1000 ltrs. Duly insulated, 1 set

**6.0** Air Handling Units - Cabinet type with fan section, cooling coils, filter section etc. of following capacity.

10 TR, 30 TR 02-16 units

7.0 Air distribution system above the suspended ceiling (from AHU room to conditioned spaces) consists of GSS ducting, volume control dampers, fire dampers, thermal and acoustic insulation for the ducts, flexible ducts and slot diffusers in the suspended ceiling.

Ducting Area of 7070 M2, Fire Dampers - 48 M2, Volume Control Dampers - 56 M2 & Diffusers - 715 nos.

8.0. Piping system from the central plant room, to the AHU cooling coil to distribute chilled water. Chilled water piping accessories are insulated. Piping accessories consists of various types and sizes of control valves with actuators, butterfly valves, check valves, strainers etc.

Piping length of approximately 1260 meters of various pipe sizes.

## **B) LIFTS**

### **Particulars of Lift Service**

<b>Sr.No</b>	<b>Particulars</b>	<b>Type of ILifts</b>		<b>Remarks</b>
		Passenger		
<b>1</b>	<b>Capacity</b>	16 persons		
<b>2</b>	<b>Number of Lifts</b>	6 Nos		
<b>3</b>	<b>Speed</b>	1.5 M/S		
<b>4</b>	<b>Travel</b>	44 meters		
<b>5</b>	<b>Floor Travels</b>	Out of 6 lifts 05 lifts travels from lower basement to 8 floor and remaining 01travel from Gr fl to 8 fl		
<b>6</b>	<b>Hoist way size in mm</b>	2670 x 2040 mm		

## **C)Electrical Installation**

The package consist of the following equipment:

03 nos. H. T. indoor Vacuum Circuit Breakers:



2 nos 2500 KVA 11 KV/ 440 indoor dry type transformers

1 no. L T main Panel of 3200 Amps bus bar 01 sections and 1600 amps bus bar of emergency section consisting 01 nos 1600 Amps, ACB, 3200 ACB. bus-coupler installed in the building

1nos 1250 amps A C. B. for air conditioning main.

1 nos 2000 amps rising main-1 ( normal)

1 nos 1000 amps rising main-2 ( emergency) and number of other distribution like 6 elevators , domestic pumps , basement lighting A.H U.'s, atrium lighting , ground floor panel, fire control room, desk panels etc. where 315/200 amps M.C.B. to 16 amps M.C.B. are connected .

1 nos sets of 2 volts , 110 V 55 cells each set battery cells and 1 nos battery chargers for HT control panel

About 48 earth pits

UPS System –

unit -- 3 nos of 80 kva and its distribution.

unit -- 2 nos of 150 kva and its distribution.

Lighting fixtures -- 4000 to 5000 nos approx.

#### **D) Diesel Generator Plant**

Set of 1250 Kva, radiator cooled engine, 1500 R.P.M. with alternator rated 415 , 50Hz, 3 phase, 0.8 power factor and supplied with 990 liters.fuel tank

Acoustic insulation of D. G. Room .

Set of 2000 Kva, radiator cooled engine, 1500 R.P.M. with alternator rated 415 , 50Hz, 3 phase, 0.8 power factor and supplied with 990 liters.fuel tank

Acoustic insulation of D. G. Room .

#### **E) Fire Protection System**

The following fire protection systems are installed:

Yard Hydrant system for outside building

Wet riser with internal hydrant system and Hose Reel system

Wet sprinkler system

##### **1. O- Yard Hydrants & Wet Riser System**

Pumping Capacity

Jockey Pump (motor driven)

Main pump --50 litres per second --90 mtr Head .

Diesel Engine Operated Pump 85 H.P (Common for hydrant and Sprinkler System)

Booster Pumps --2nos on roof.

##### **2. O. Portable Extinguishers.**

### **3. O Automatic Sprinkler System**

Automatic sprinkler system extinguishers fire on its own without manual intervention. Sprinkler is a device made up of heat sensitive glass bulb and connected to wet pipe line. The bulb shatters due to the heat developed during fire and the sprinkler discharges water over fire.

**Sprinkler system is generally designed as per TAC sprinkler manual.**

#### **3.1 Pumping Capacity**

Jockey Pump (motor driven) -	1 No.
Main Pump (motor driven) -	1 No

### **F) Fire Detection System**

The fire alarm system consists of 2 no. Fire Alarm Panel with 5 loops. The panel is intelligent, addressable with 5 analogue loops with battery backup of 4 hours, each loop handling 118 detectors, 118 monitor modules / 24-MCP's.

Smoke detector/Photo Electric / Thermal detector -350 nos

### **PROPOSED WORK METHODS, SUPPLIES AND PLAN**

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

**P & FMSC has to propose back up facilities. Bank has the right to review their adequacy.**

**NOTE: The quantities are not very accurate. The P&FMSC firm may like to verify the exactness if they so desire.**

## **JOB DATA FOR VARIOUS INSTALLATIONS**

### **A AIR CONDITIONING**

Responsibility of running the plant including AHU'S, accessories etc shall be the responsibility of the FMS.

Bank has entered into Annual Maintenance and Comprehensive Contract (AMC) with **M/s** Blue Star for a period of 12 months. However, responsibility of running of the plant including AHU's etc during AMC period will be that of P&FMSC which are being engaged now. The overall responsibility of the plant including AHU's accessories etc and job requirements indicated below will be that of P&FMSC. Tenderer has to give their offer for engaging qualified technician and assistant for running the plant in the price bid (Part II)

### **AIR HANDLING EQUIPMENT**

<b>Sr No</b>		<b>Monthly</b>	<b>Half Yearly</b>	<b>Yearly</b>
<b>i)</b>	<b>Check and lubricate bearing</b>	Check Condition of drive coupling sleeves and belts and check alignment.	Inspect housing and wheel for rust and Accumulation of dirt	
<b>ii)</b>	<b>Fan wheel</b>	Check and play	Check fan wheel for damage and evidence of cracking of the blades. Clean the wheel of any accumulation of dirt, which may cause unbalance and excessive vibration	Inspect ducts for deterioration.
<b>iii)</b>	<b>Air filters</b>	Clean air filters	Check .bearings for and tear and replace lubricant. Check and tighten the mounting bolts. Check housing and wheel for signs of Rust and point it if necessary. Check for Disconnection, and loose links, Lubricate pins and operators. Check functional operation. Check leaves for distortion an damage and clean them.	

### **B. CENTRIFUGAL**

<b>i)</b>	<b>Cleaning</b>		<b>Draining and changing oil and cleaning of oil reservoir and strainers.</b>
<b>ii)</b>	<b>Checking lubrication</b>		<b>Inspect and service the float valves.</b>
<b>iii)</b>	<b>Checking operating pressure</b>		<b>Check bearing for wear and tear and clean / replace.</b>
<b>iv)</b>	<b>Observe compressor and motor bearings temperature.</b>		<b>Inspect the drive for alignment, foundation or loosening of bolts.</b>

v)	Check for unusual noise and vibration.		Disassemble the purge unit, inspect and service.
C	PIPING		
i)	Refrigerant check for unusual vibration.	Check for leaks at the joints.	Check leaks from valve bonnet.
ii)		Check for wear and tear.	Check for sweating in piping.
	WATER PIPEING		
l)	Check for unusual vibration	Check for evidence external corrosion	Check valve disc and seat for wear and tear.
D	MOTORS		
i)	Clean	Check / lubricate bearings	Check for cleaning of air passage, windings, remove dust grease which may cause flashing.
ii)	Check contacts between the slip rings and brushes in case of slip ring motors	Check surface of the slip rings and polish and examine condition of the carbon brush in case of slip ring motors	Inspect visually the stator windings and measure insulation resistance.
iii			Inspect coil condition in the slats, condition of wedges and movement and evidence of coil looseness.
iv			Inspect coil condition in the end winding surface, distortion insulation swelling.
v			Inspect condition of cores, tightness of laminations, and cleanliness of ventilating ducts.
vi			Inspect rotor for cracked bars and rings for connection to bars.
vii			Check air gap uniformity
E	PUMPS		
i	Check packing and mechanical seal of leakages.	Check the alignment and condition of drive shaft, and Impeller.	Inspect the shaft, shaft, Sleeves, bearings, bearings housing etc.
ii	Check bearing temperature	Check / lubricate bearings.	inspect for wear and tear and corrosion of the impeller and the volute

lii	Check noise and vibration.	
<b>F</b>	<b>ELECTRICAL</b>	
<b>I</b>	Electrical panel contact, control wiring, meters and protection system.	As in the case of electrical panel and sub-station
ii	Electrical contact of various control provided in the chiller packages.	Monthly
iii	Terminal connection for main motors of chiller packages, pumps, cooling tower etc.	Six monthly
iv	Earthing of the entire electrical system.	Yearly as in case of other electrical installations.
v	Meggering of the entire electrical system.	- do -

#### **G. LUBRICATION CHART**

The lubricant to be used in the Air-conditioning plant shall be as per manufacture's instructions / guidelines. However, as a general guide a lubrication chart is given below.

#### **H. LUBRICATION CHART**

	USAGE	LUBRICANT (BRAND NAME)			
		Caltex	Indian Oil	Hindustan Petroleum	Bharat Petroleum
	<b>COMPRESSORS</b>				
1	Models SMC, C operating on a) R-12 & R-22				
2	Models K, W, KC & FK : a) R-12 & R-22	Copella - D	Servo Freeze F-66	Sheeted N 51	CLAVUS 33

#### **AUXILIARY EQUIPMENT**

1	Fans, Pumps and drive motors with ball and roller bearings ( Grease Lubrication)	Mobilex No. 3	Beckon No. 2	Multi purpose No. 3
2	Fans with sleeve bearings (Oil Lubrication)	Use any oil corresponding to SAE-30 Grade		

#### **AIRCONDITIONING TROUBLE SHOOTING.**

<b>SYMPTON</b>	<b>POSSIBLE CAUSE</b>	<b>REMEDY</b>
<b>1. Unit will not start</b>	a) Power off. b) No control power. c) Compressor circuit breakers open d) Under-voltage relay open. e) Flow switch open. f) Compressor switch open. g) Microcomputer shutdown not reset.	a) Check main disconnect switch and main line fuses. b) Check control transformer fusing c) Close circuit breakers. If trip, check compressor. d) Check for power supply problems (low voltage, phase imbalance). When corrected, press reset button. e) Start pumps check flow switch. f) Turn switch on. Check alarm status. Correct problem. g) Press reset button.
<b>2. Compressor humps but does not start.</b>	a) Low voltage. b) No power on one phase of 3 phase unit. c) Faulty starter or contractor.	a) Check at main entrance and at unit. Consult power company if voltage is low and increase wire size to the unit if voltage is normal at main and low at unit. Voltage must be within 10% of motor nameplate rating. b) Check fuses and wiring c) Check the contacts and time delay on part wind start.
<b>3. Compressor will not start when reset button is pushed.  Check light.</b>	a) Cooling not required. b) Computer's time delay active c) Under-voltage relay open. d) Flow switch open. e) Compressor switch open. f) Burned out signal light. g) Wiring problem.	a) Apply load. b) Wait 15 minutes max c) See 1(d) above d) See 1(e) above e) See 1(f) above f) Check signal light bulbs. g) Check wiring against drawing
<b>4</b>	a) Compressor drawing high amps.	a) Check motor mega ohms. Reset overloads, run compressor and check amps. Do not exceed RL X 1.25 Call D/B serviceman.

**The HVAC system is connected to the building management system**



**SAMPLE LOG SHEET:**

**PACKAGED CHILLER**

**NAME PLATE DATE:**

**UNIT MODER NO..... UNIT NO..... VOLTS.....Hz.....**

**UNIT SERIAL NO..... COMPRESSOR MODEL NOS.....**

**START UP: DATE ..... TIME .....**

<b>DATE</b>											
<b>TIME</b>											
<b>ELAPSED TIME</b>											
<b>COMPRESSOR NO.</b>											
<b>SUCTION PRESSURE</b>	<b>1</b>										
	<b>2</b>										
	<b>3</b>										
	<b>4</b>										
<b>DISCHARGE PRESSURE</b>	<b>1</b>										
	<b>2</b>										
	<b>3</b>										
	<b>4</b>										
<b>DISCHARGE TEMPERATURE</b>	<b>1</b>										
	<b>2</b>										
	<b>3</b>										
	<b>4</b>										
<b>DISCHARGE SUPERHEAT (DISC.TEM.SAT. SUCT)</b>	<b>1</b>										
	<b>2</b>										
	<b>3</b>										
	<b>4</b>										
<b>DISCHARGE SUPERHEAT (DISC.TEM.SAT. SUCT)</b>	<b>1</b>										
	<b>2</b>										
	<b>3</b>										
	<b>4</b>										
<b>COOLER WATER TEMPERATURE-IN</b>											
<b>COOLER WATER TEMPERATURE – OUT</b>											
<b>COOLER PRESSURE DROP PSI/IN WATER</b>											
<b>COOLER WATER FLOW (GPM)</b>											
<b>CONDENSOR AIR TEMPERATURE – IN (AMBIENT) AC ONLY</b>											
<b>ACTUAL VOLTAGE COMPRESSOR AMPS</b>	<b>1</b>										
	<b>2</b>										
	<b>3</b>										
	<b>4</b>										
<b>FAN AMPS</b>											
<b>VOLTS</b>											



**This log sheet is provided as recommendations of the readings that should be taken on a periodic basis. The actual readings taken and the frequency will depend upon the unit's application hours of use, etc. This type of information can prove very useful in preventing and/ or solving problems that might occur during the life of the unit.**

## **LIFT INSTALLATION**

All the electrical lifts in the buildings are under all inclusive Annual Maintenance Service Contract(.AMC) with the suppliers of the lifts The concerned staff of - P&FMSC shall ensure that the suppliers carries out the following periodic maintenance.

Lift attendants and technicians are to be provided by P&FMSC during AMC for which they are. required to quote in Price Bid (Part II)

	Nature of checks	Periodicity
<b>A</b>	<b>Machine room</b>	
<b>i</b>	Main switch contacts are firm and there is no loose contact any where in the supply line	Weekly
<b>ii</b>	Commutator or slip rings and brushes are in good shape.	Fortnightly
<b>iii</b>	Condition of ball bearings . roller plain bearings for greasing / oiling as the case may be.	Six monthly
<b>iv</b>	Cleanliness of the entire machine room or rags / oil waste and other foreign matters.	Fortnightly
<b>v</b>	Car platform structure.	Half yearly
<b>vi</b>	General upkeep of the machine room doors and windows and proper operation of ventilation system.	Monthly
<b>vii</b>	Break-drum, brake-liner, brake coil and other mechanical parts connected with the brake including stimulating condition for proper functioning of the brake on failure of supply.	Fortnightly
<b>viii</b>	Oil leak in the worm gear assembly and quality of oil.	Six monthly
<b>ix</b>	Examine the condition of gear tooth by removing the gear box cover and also check for the gear by prescribed method	Half yearly
<b>x</b>	Check controller for loose, disconnected short circuited wires clean the contractors and replace, wherever necessary.	Monthly
<b>xi</b>	Ensure that all safety circuit are functional and not by passed	Monthly
<b>xii</b>	Lubricate and keep speed governor clean. Lift the weight by hand to ensure that control cut off switch operates and gripping jaws are released and grip the governor rope	Monthly
<b>xiii</b>	Check the ropes or broken / frayed wires and excessive lubrication. Check the ropes for slippage. Have ropes replaced at once In case of any damage.	a. Routine check monthly b. Detailed check six monthly
<b>xiv</b>	Allow the car to over travel in the down / up direction and ensure that the terminal limit switches operate properly.	Fortnightly
<b>B</b>	<b>LANDINGS</b>	

i	Check all interlocks, all landing locks for proper functioning and effective interlocking circuit.	Fortnightly
ii	Check the retiring cams by applying a constant pressure on the landing door allowing the lift car to pass through landings and ensure that it is not possible to snatch open the landing door.	Monthly
iii	Check for smooth movement of cat and door on the sills.	Fortnightly
iv	Operation of safety shoe in case of power operated doors.	Fortnightly
v	Physical condition of car and landing doors against any damage.	Half yearly
C	CAR AND CAR TOP	
i	Ensure the car door switch operates and its interlock is functional.	Monthly
ii	Inspect the wedge drum and safety rope, clean and oil it, if necessary.	Quarterly
iii	From the top of the car examine the car shoes and guide lubricator.	Quarterly
iv	Examine the condition of ropes	Six monthly
v	Examine emergency alarm, emergency stop, push button's intercom etc.	Fortnightly
vi	Check rescue device	Monthly
D	PITPIT	
i	Examine the car button frame	Quarterly
ii	Condition of pit for water leaks, foreign materials etc.	Quarterly and weekly during monsoon.
iii	Check buffer spring	Six monthly
E	GENERAL	
i	If safety jaws are stuck, trip the governor and lower the car by winding.	Whenever required
ii	Ensure that the car rests on the safety jaws - if wedge type, turn the drum or pull the safety cable by hand and ensure that the jaws touch the guides. Ensure that there is no excessive slack in the safety rope.	Quarterly
iii	Check condition of trailing cable and machine room wiring for mechanical and electrical damaging.	Quarterly
iv	Megger entire electrical, Installation in machine room.	Half yearly
v	Check effective numbers of earthing system	Half yearly

### **HOUSE KEEPING:**

- i) Clean the machine room at least once in a week.**
- ii) Doors, sources / windows should be properly maintained.**
- iii) Machine room to be kept under lock and key.**
- iv) Machine room to be accessed by authorised person only.**
- v) Articles and materials not required for the maintenance of the elevator should not be stored in machine room.**
- vi) Inflammable materials should not be kept in the machine room.**
- vii) Any leakage of water into the machine room should be prevented.**
- viii) Adequate lighting in the machine room should be ensured.**

## **A ELECTRICAL INSTALLATION WORKS**

### **Earthing**

#### **A 1 Requirement**

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

- 1) All metallic conductor enclosures.
- 2) Under any of the following conditions, exposed non-current-carrying metal parts of the fixed equipment which are liable to be earthed.
  - (a) Where the equipment is supplied by means of metal clad wiring.
  - (b) Where equipment is located in a wet location and is not isolated.
  - (c) Where equipment is located within reach of a person who can come in contact with Any earthed surface or object
  - (d) Where equipment is located within reach of a person standing on the ground.
  - (e) Where equipment is in a hazardous location.

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

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

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

#### **A 2 MAINTENANCE**

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

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

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

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

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

Sr. No	Installations	Maximum Resistance to Earth (in ohms)
1	Sub-section earthing stations	2
2	Steel poles and supports of low and medium voltage local distribution system	5
3	6.6 KV & 11 KV transmission lines supports	5
4	U. P. S. / E PABX	1

vi) In case of pipe / plate electrodes earthing arrangement, three or four buckets of water shall be poured into the sump through the watering funnel once a month to keep the soil surround the earth pipe / plate permanently moist.

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

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

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

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

#### **Maintenance of Earthing System**

Month	Watering of Stations	Visual check of system	Mega Test	Remarks	Initials of electrician / AC & E Engineer

January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

## **B. TRANSFORMER / SUB-STATION**

### **B 1 Safety precaution and Physical Inspection**

Before starting any maintenance works, the transformer shall be isolated from the supply and the terminal earthed. No combustible material shall be kept near the transformer, while any maintenance work is being carried out. The following physical inspection shall be carried out:

i) Bushings - The bushings both on H. T. and L. T. sides shall be checked for cracks and chips. Slight chips can be ignored but for major cracks, it is desirable to replace the bushings. Stock of the bushings shall be kept in consultation with the manufacturers. Bushings shall be checked quarterly and cleaned periodically.

ii) External connection - It shall be ensured that all the connections are light. If the connection strips are observed to be black and corroded they shall be removed, cleaned with emery paper and given heavy grease coating. If the connection strip is bluish it is an indication that it has been hot for sometime. This means that either the connection has become loose or the conductor.

iii) The physical check-up of cables may be done on alternative or any peak load condition by touching so as to ascertain the normal or abnormal temperature with due precautions.

iv) Remove dust from external surface monthly.

v) Check-up winding temperature daily (when indicator is provided)

vi) Clean the coils and remove any deposits within the ventilation passage through which cooling air flanks

vii) General - General superficial conditions of the connecting cables on

**both sides, cables joint box, etc. shall be checked half yearly.**

**viii) Earth continuity particularly in case of transformers with neutral earthing and general earthing of the metal structure shall be checked annually. Records of the earth test results shall be kept.**

**ix) A Log Book for transformer readings shall be maintained.**

**x) The over load if any shall be only for specific duration as per manufacturer's standard and remaining period rated load.**



### **C) SUBSTATION AND INTERNAL ELECTRICAL INSTALLATIONS**

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

i)	General House keeping of the area to avoid collection of foreign materials like paper, rog waste, oil / grease and other inflammable materials	Weekly
ii)	Verification of transformer tank, oil circuit breaker and other oil carrying equipments against oil leaks	Monthly
iii)	Effectiveness of oil drainage system including piping and soak pit, where provided	Once in Six Months
iv)	Checking of operation of all trip circuits, relays and instruments like voltmeters and ammeters by stimulating conditions	Once in Six Months
v)	Checking of internal wiring for control circuits of circuit breakers and tightening all loose connections (ensure that none of the controls and safeties (trip) circuits are by-passed at any time)	Once in Six Months
vi)	Against physical damage to main boards, switches and distribution boards and rising mains	Once in Six Months
vii)	Tightening of all internal connections of cables in DBs, switch boards, rising mains etc.	Once in Six Months
viii)	Survey of lighting fixtures against physical damage to choke , holders, internal wiring etc.	Once in Six Months
ix)	Survey of point wiring against physical damage to conduit / batten/ wires/ supporting arrangement.	Once in Six Months
x)	Insulation resistance test of wiring system and equipment.	Once in Six Months
xi)	Check against improper sizes of protective fuses	Once in Six Months
xii)	Check load on mains , sub mains , and feeder points with long tester to ensure that there is no over loading	Once in Six Months

## **D FIRE PROTECTION SYSTEM**

### **D1 WET RISER SYSTEM**

- i) Check and clean hydrant valves, hose reels, fire shafts and replace parts , if any .immediately. Keep the system in working condition at all times.**
- ii) Inspect the system for any leakage with special attention to fittings, valves, pipelines , joints, air valves and set them right immediately, if required .**
- iii) Check the fuel tank of diesel engine driven fire pump and maintain log book duly signed supervisor.**
- iv) Check the batteries for proper charge, level of electrolyte and good terminal connections and maintain log book .**
- v) Check the level of water in the static water tank for fire fighting purposes.**
- vi) Check the automatic working of the pump and maintain the log book .**

#### **WEEKLY**

- i) Check the gland packing.**
- ii) Check the level of water in the priming tank and replenish it , if required .**
- iii) All metal parts should be cleaned by brasso .**

#### **MONTHLY**

- i) Check the automatic operation of the hydrant system .**
- ii) Operate all the hydrant valves and check washers , lugs., couplings , nozzles, etc.**
- iii) Check C . I .Valve gland packings and adjust/ replace , if required .**
- iv) Check robber hoses giving special attention to couplings , washers , lugs and canvas jackets and swivel arrangements of the rubber hose reels .**

#### **QUARTERLY**

- i) Drain the Wet Riser System thoroughly. Set it to the required pressure . Check the air valve for efficient functioning . check the operation of various pressure switches by stimulating condition . Clean all contacts areas of pressure switches.**
- ii) Unroll the hose reels completely . Allow the water to pass through the rubber tubing/ canvas hoses . Check for leakage , wash and dry them without subjecting to the direct sun rays . Re-roll the hose reels properly . French chalk powder to the rubber tubing shall be applied before re- rolling.**

#### **HALF YEARLY**

- i) Check all contacts and termination points of cables on starter and switches and motor side and tighten all connections.**
- ii) check and ensure that all fuses are in good condition and contact surfaces are free from pitting .**
- iii) Megger the electrical system for effective insulation resistance .**
- iv )Check current drawn by motors to ensure that it is not beyond the rated value**
- v) Check the earthing system for its effectiveness .**
- vi) Service all the valves .**

- vii) Inspect suction pipes , intakes and foot valves to ensure that they are free from obstructions , foreign materials, etc .**
- viii) Clean the static water tanks six monthly. While doing so , sufficient separate storage arrangements or stand by arrangements are made during the cleaning operation to meet any emergency etc**

#### **ANNUALLY**

- i) Test the gauges on the installation by comparing them with a test gauge**

## **D2. SPRINKLER SYSTEM**

### **ROUTINE**

- i) Check main controlling valve Inspect for any leakage in fittings, valves, pipe lines , joints air valves to get designed water pressure in the system .
- ii) Check the level of water in the static water tanks to ensure that the tanks are full at all times .
- iii) Check the reading on the pressure gauges with reference to the standard reading and maintain the log book .
- iv) Clean and check the piping to ensure that it is free from any damage , corrosion, dust , and other foreign materials, etc

### **WEEKLY**

- i)Check flow alarm device.. The small valve , controlling the water supply to alarm device shall be in open position .
- ii)Test the alarm system by operating gang bell.
- iii)Start the pump by operating test valve to ensure dependability of the pump, bearing , stuffing box, suction pipe and strainers

### **MONTHLY**

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

### **QUARTERLY**

- i)Drain the sprinkler system thoroughly and set it to the required pressure .

### **HALF YEARLY**

- i) Inspect suction pipe, intake and foot valve to ensure that they are free from obstructions, foreign materials, etc.
  - ii) Clean the water tank thoroughly.
  - iii) Test the system by actuating one of the sprinkler heads .
  - iv)Test the gauges on the installation by comparing them with a test gauge .
- For pressure switches, pumps, and other similar gadgets, instructions listed out in the case of wet riser system shall apply.

## **D3 FIRE BRIGADE INLETS ( BREATHER CONNECTION)**

The fire brigade inlets are provided on the external of the compound/ building at convenient places for the local fire engines to pump water in to the installation/ fire tank by tapping external source.

### **ROUTINE**

- i) Clean and check the water inlets for any damages.
- ii) Ensure that the water inlets are covered with blank caps.

### **QUARTERLY**

Pass water under pressure through the inlets. Check for any leakage in the pipe line and the non-return valve Drain the pipe line.

#### **D4 FIRE FIGHTING PUMP INSTALLATIONS**

In order to maintain the fire pumps in operating conditions it shall ensure that installations are tested periodically keeping in view the following guidelines:

- i) The approach to the fire pump room shall be kept neat and clean of debris, etc. The approach shall be adequately illuminated.
- ii) The key of the Fire Pump Room shall be easily available at the time of emergency.
- iii) The Fire Pump Room shall be kept neat and clean, and shall not to be used for any purpose .No other material except fuel and lubricant, spares for the engine and the pump, shall be stored in this room . An emergency lamp in good working condition shall always be available in the room.
- iv) It shall be ensured that the fuel tank is always full and a stock of fuel equivalent to the capacity of the tank shall be available in the pump room .The engine oil shall checked periodically and replaced, if necessary .A log book for recording receipt and consumption of fuel, engine oil shall be maintained by the person operating the pump .
- v) If the pump set fails to function on any day, immediate action shall be taken to get it repaired and commissioned, keeping the down time to minimum.
- vi) The person responsible for operating the pump shall maintain a Log Book containing the information about the date and time of operation of fire pump , details of defects if any noticed with time and date , action taken to set right / rectify the defects, the time at which the pump set was put back into operation.
- vii) All Log Books shall be produced before the Asst. General Manager / chief Manager once a month .
- viii) As far as possible the procedure laid down in the Tariff Advisory Committee's Fire Fighting Manual shall be followed for operation and maintenance of the fire fighting pumps and installations .

#### **D5 FIRE EXTINGUISHERS**

##### **a) Carbon Di--oxide Extinguisher Routine Quarterly**

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

Whenever the extinguisher is sent for recharging., it shall be ensured that the same is pressured tested by the gas charging company by subjecting it to a pressure upto 210 kgs./cm<sup>2</sup>.

##### **b) Other Extinguishers if any**

#### **D6 PERIODICAL MAINTENANCE AS PER MANUFACTURERS SPECIFICATION**

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

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

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

## **E VAULT DOORS / STRONG ROOM DOORS**

For smooth operations and maintenance of vault doors under the supervision of security and bank officials following steps shall be taken. The frequency shall be at least once in quarter.

- i) The edges and the frames shall be kept lightly greased. The frame as well as the door edges shall be carefully cleaned with kerosene once a month so that dust or dirt etc. which accumulates in crevices and corners is thoroughly removed. light grease shall then be applied.
- ii) The top and bottom hinges shall be periodically lubricated to reduce wear and tear due to friction.
- iii) Leaves and lock assembly shall never be oiled.
- iv) Periodic Pest Control treatment

#### **F DG SET**

It shall be checked for their proper working condition once a week. sufficient stock of diesel shall be kept. A log book showing details of inspection / running purchase and use of diesel consumed and running time of generator set shall be carried out quarterly.

#### **G SYSTEM OF INFORMATION TECHNOLOGY**

Following scope of the work is under warranty and maintenance of M/S CMC. The said of scope of work is beyond the purview of Premises and Facility management. However cleaning of computer, telephone instruments etc installed in the building shall be done by the house keepers on weekly basis.

<u>Sr. No</u>	<u>Description</u>
1.	Internet and internet setup
2.	Data (LAN) Network Voice (EPABX, Voice Mail ) Network
3.	Technology Design of Executives / Special Rooms
4.	Board Room
5.	CMD's Room, G.M's / DGM's rooms
6.	Conference Hall
7.	Conference Room on 8 <sup>th</sup> floor
8.	Computer room and networking room
9.	Access control for security systems
10.	Automated attendance recording
11.	Restrictive / areas, intrusion detection systems
12.	Automatic Vehicle Identification and recording
13.	Designing UPS architecture, sizing and distribution
14	Audio / Video conferencing
15.	Liaising with Dot for procurement maintenance of PSTN lines, leases line and ISDN lines (as required)
16.	Building management system
17.	The scope of work of Manager is to take care of above systems for warranty and maintenance is given in the Annexure. However, housekeeping of the instruments / systems in a workman like manner under the supervision of M/S CMC rests with P & FMSC

## **H. (DELETED)**

### **I. PLUMBING**

1. Maintain all supply and drainage pipes, along with waterless urinals and ensure that there is no choke and the system is working at self cleansing velocity without surcharging at the Manholes / Inspection chambers.
2. Maintain all valves, tapes, floats and other plumbing and sanitary fittings along the perimeter wall free from leakages.
3. Maintain all fixtures (cistern, basin, commode, urinals, taps, etc) and pipes in the toilet.
4. Ensure that the pressure of water supply for the firefighting system is maintained at the required level.
5. Check supply and drainage to and from water cooler and water filter.
6. In co-ordination with the upkeep personnel, help to control pests by opening the drainage chambers if any, adjacent to the building, to spray insecticides as and when required.
7. Before each monsoon, check and clean storm water drain and pipes of silt, debris and dry leaves.
8. Clean all water tanks, at least twice every year, and disinfect, specially, before the start of the rainy season.
9. Test the drinking water clinically every month for pot ability and take corrective measures, at best efforts basis, to the best of our ability if the impurity level is high.
10. The plumber shall in the course of his duty shift:
  - Monitor the water level
  - Place order for tanker water when required if directed by the Bank
  - Maintain a day -to- day record of tanker water supply

### **J CARPENTRY**

4. All main entrance doors are connected with access control system. It is very important to maintain the doors and door closures and ensure proper functioning of same to prevent unauthorised entry to the premises.
5. Periodical maintenance of door / door closure hinges, handles etc.
6. Attending minor carpentry jobs related to furniture (modular, chairs, filing cabinets, tables, table side units, credenza etc.
7. Ensure that all ceiling tiles are placed properly

### **Reporting and Record keeping**



**1. Management reporting and process reviews**

The employer shall approve the format for the monthly report

**2. Operating Meetings**

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

**3. Progress Meetings**

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

**4. Performance Review Meeting**

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

**5. Quality Assurance**

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

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

<b>S. No.</b>	<b>Description of format</b>	<b>Remarks</b>
<b>1</b>	<b>Daily Report</b>	<b>To be submitted by P&amp;FMSC</b>
<b>2</b>	<b>Monthly consumable / spares consumption statement</b>	<b>To be submitted by the P&amp;FMSC every month</b>
<b>3</b>	<b>Daily attendance sheet</b>	<b>To be submitted by P&amp;FMSC daily</b>
<b>4</b>	<b>Monthly assessment of P&amp;FMSC's performance for the month</b>	<b>Issued by the owner</b>

<b>S. No.</b>	<b>Name of record</b>
1	Customer complaint register
2	Monthly report format for O & M team
3	Job request for ACMV
4	Job request register for ACMV
5	Daily report for HVAC
6	Daily report for Electrical Services
7	Daily report for Fire Protection System
8	Daily report for Elevator
9	Fire alarm / Fire Audit Report
10	Water level daily report
11	Housekeeping schedule
12	Pest control schedule
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	Pest control log book
19	Security services work instructions
20	Emergency evacuation instructions
21	Schedule for 4 training of personnel in security, fire and safety
22	Schedule for training of fire wardens
23	Annual maintenance schedule
24	List and location of fire extinguishers (To be installed by BOB)
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	Visitors pass
31	Outgoing material pass
32	Daily occurrence register
33	Site visit book
34	Vehicle movement register

35	Lost / found property register
36	Checklist for periodical audit
37	Break down complaint register
38	Break down work order
39	Spares register
40	Hot permit form
	PPM - PERIODIC PREVENTIVE MAINTENANCE
41	PPM Schedule for HVAC
42	PPM Schedule for Electrical systems
43	PPM Schedule for fire protection system
44	PPM Schedule for DG Sets
45	PPM Schedule for Elevators
46	Key register
47	Cold permit form
48	PPM work order
49	PPM Checklist - CHILLER - Weekly
50	PPM Checklist - CHILLER - monthly
51	PPM Checklist - CHILLER - quarterly
52	PPM Checklist - CHILLER - half yearly
53	PPM Checklist - CHILLED - WATER PUMP - WEEKLY
54	PPM Checklist - CHILLED - WATER PUMP - monthly
55	PPM Checklist - CHILLED - WATER PUMP - quarterly
56	PPM Checklist - CHILLED - WATER PUMP - half yearly
57	PPM Checklist – AIR HANDLING UNIT - monthly
58	PPM Checklist – AIR HANDLING UNIT - quarterly
59	PPM Checklist – AIR HANDLING UNIT - half yearly
60	PPM Checklist - H T Panel
61	PPM Checklist - TRANSFORMER - monthly
62	PPM Checklist – AIR HANDLING UNIT - quarterly
63	PPM Checklist – AIR HANDLING UNIT - half yearly
64	PPM Checklist - MCC Panel
65	PPM Checklist - Capacitor panel
66	PPM Checklist - distribution panel
67	PPM Checklist – bus duct / RMS
68	PPM Checklist - battery charger
69	PPM Checklist - battery
70	PPM Checklist - main control centre
71	PPM Checklist - SHU starter panel
72	PPM Checklist - earth pits
73	PPM Checklist - Diesel Pump - Hydrant - weekly
74	PPM Checklist - Diesel Pump - Hydrant - monthly
75	PPM Checklist - Diesel Pump - Hydrant -quarterly
76	PPM Checklist - Diesel Pump - Hydrant - half yearly
77	PPM Checklist - Main Pump - Hydrant - weekly
78	PPM Checklist - Main Pump - Hydrant - monthly
79	PPM Checklist - Main Pump - Hydrant - quarterly
80	PPM Checklist - Main Pump - Hydrant - half yearly

81	PPM Checklist - Main Pump - Sprinkler - weekly
82	PPM Checklist - Main Pump - Sprinkler - monthly
83	PPM Checklist - Main Pump - Sprinkler - quarterly
84	PPM Checklist - Main Pump - Sprinkler - half yearly
85	PPM Checklist - Jocky Pump - Hydrant - weekly
86	PPM Checklist - Jocky Pump - Hydrant - monthly
87	PPM Checklist - Jocky Pump - Hydrant - quarterly
88	PPM Checklist - Jocky Pump - Hydrant - half yearly
89	PPM Checklist - Jocky Pump - Sprinkler - weekly
90	PPM Checklist - Jocky Pump - Hydrant - monthly
91	PPM Checklist - Jocky Pump - Hydrant - quarterly
92	PPM Checklist - Jocky Pump - Hydrant - half yearly
93	PPM Checklist - Booster Pump - weekly
94	PPM Checklist - Booster Pump - monthly
95	PPM Checklist - Booster Pump - quarterly
96	PPM Checklist - Booster Pump - half yearly
97	PPM Checklist - Sprinkler - monthly & quarterly
98	PPM Checklist - Sprinkler - half yearly
99	PPM Checklist – Fire cut out - monthly & yearly
100	PPM Checklist – Fire Extinguisher - monthly & yearly
101	PPM Checklist - Diesel Generator - weekly
102	PPM Checklist - Diesel Generator - monthly
103	PPM Checklist - Diesel Generator - quarterly
104	PPM Checklist – Water pump - monthly
105	PPM Checklist – Water pump - quarterly
106	PPM Checklist – Water pump – half yearly
107	PPM Checklist – Ventilator Fan Monthly and Quarterly
108	PPM Checklist – Lift - Quarterly
109	PPM Checklist – Lift – Half yearly
110	PPM Checklist – FAÇADE CLENING - monthly
111	PPM Checklist – General Plumbing Monthly
112	PPM Checklist – Water pumps monthly
113	PPM Checklist – Fire Alarm System Quarterly
114	PPM Checklist – AHU Monthly
115	PPM Checklist – Water Management system Monthly
116	PPM Checklist – Parking record register
117	PPM Checklist – Register for identity / Security access cards
118	PPM Checklist – Access card audit register
119	PPM Checklist – Electrical reading card
120	PPM Checklist – A/C reading card
121	PPM Checklist – Water reading card
122	PPM Checklist – Statutory / Regulatory approval tracking form
123	PPM Checklist – Asset Register
124	PPM Checklist – Tracking sheet for Insurance policies
125	PPM Checklist – Customer satisfaction survey format
126	PPM Checklist – Data Card
127	PPM Checklist – Daily report

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

## COMPLIANCE

Bidders have to respond as agreed only the following terms & conditions failing which they are liable to be rejected without further process:

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

<b>3</b>	<b>of GST</b>	<b>only</b>
<b>G.1 4</b>	<b>We agree that we have not been blacklisted by any PSU Bank / IBA/RBI/Govt. organization/Public Body during the last seven years. Self-Certified letter duly signed on our letterhead is attached.</b>	<b>Agree only</b>

### **Scope of the work of Manager**

#### Desktop Management Service

- OS and Desktop login related problem solving
- HDD formatting / Floppy / CD Drive access related issues
- Up gradation of various software's / applications on the desktop where CDs and licenses would be provided Bob.
- View and control virus on network and suggest latest antiviral

#### Mailing system management

- Mail account management creation deletion and transfer of users
- Management of post offices and mailboxes
- Monitoring of mail traffic and disk space usage for mail
- Generation of mail related MIS
- Internet mail system management

#### Server Management

- Ensuring the integrity of all servers
- Proactive disk space management

#### O.S Administration

- Installation of operating system upgrades and patches
- Reloading OS on servers
- Creating new file systems

#### Backup and restore

- Assisting BOB officers for taking daily / weekly backup operations

- Labelling media for identification and retrieval
- Assistant in keeping proper storage and handling of tapes to prevent data loss
- Conducting regular restoration exercises with backed up data to confirm validity

## **APPENDIX**

1. Date of Commencement of work : 10th day from the date of letter of intent issued by Bank of Baroda.
2. Period of Contract : 36 months from the date of contract
3. Payment of Bills by the Bank : Monthly payment as per Price Bid (Part II). To be submitted by the 1st week of Month & the same will be cleared within 30 days from date of receipt of bill.
4. Escalation : The prices shall remain firm and shall not subject to variation for any reason whatsoever, except the minimum wages as per central notification
5. Categorization of workers: :
  - I. Facility Manager – As per industry practices
  - II. Assistant Facility Manager- As per industry practices
  - III. House Keeping supervisor – Semi-Skilled
  - IV. Housekeeping service men – Un-Skilled
  - V. Ladies Toilet Attendant – Un-Skilled
  - VI. Lift attendant – Un-skilled
  - VII. Lift Technician – Semi-Skilled
  - VIII. Electrical Engineer - As per industry practices
  - IX. Substation Operator – Semi-Skilled
  - X. Electrician –Skilled
  - XI. Plumber –Skilled
  - XII. Carpenter –Skilled
  - XIII. Garden Supervisor – Semi-Skilled
  - XIV. Asst. Gardener – Un-Skilled
  - XV. Fire men – Semi-Skilled
  - XVI. HVAC Operator – Semi- Skilled
  - XVII. HVAC Assistant – Un-Skilled

Place  
Date

Signature of the Service Provider

## Annexure 16-Performance Guarantee

### BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

General Manager  
Bank of Baroda  
Baroda Corporate Center  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

WHEREAS M/S ..... (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. .... dated ..... (hereinafter referred to as "PO") for .....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... for ..... (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, ....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its ..... Office at ..... and a branch inter alia at ..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) ..... through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ....-(Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of



any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees

..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. .... /-( Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in

relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
  - a. our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
  - b. this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
  - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ..... day of ....., 20.....

For and on behalf of

Branch Manager

Seal and Address

## Annexure 17 – Integrity Pact

### **PRE CONTRACT INTEGRITY PACT** **(TO BE STAMPED AS AN AGREEMENT)**

Between

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

And

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at \_\_\_\_\_ through its authorized representative Mr. \_\_\_\_\_ hereinafter referred to as “Bidder”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

#### **Preamble**

BOB is a one of the nationalized PSU Bank having its presence throughout India and \_\_\_\_\_ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select , under laid down organizational procedures, contract/ s for.....

BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the BOB has appointed Independent External Monitors (IEM ) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. The detail of IEMs are as follow:

a.

#### **Section 1 – Commitments of BOB**

(1) The BOB commits itself to take all measures necessary to

prevent corruption and to observe the following principles:-

- a. No employee of the BOB , personally or through its family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
  - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- (2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will

not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per law in force (

### **Section 4 - Compensation for Damages**

- (1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section 3, the BOB shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

### **Section 6 - Equal treatment of all Bidders /Contractors / Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) Subcontractor(s)**

If the BOB obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent External Monitor**

- (1) The BOB appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. Name: Shri Umesh Kumar (emailid: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email idsandeeptrip.ifs@gmail.com) The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) he Bidder(s) / Contractor(s) accepts that the Monitor has the

right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact shall be effective from the date of its execution, and shall expires for the selected Contractor till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

## Section 10 Other provisions

- (1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BOB

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_



## **ANNEXURE-18**

### **SERVICE LEVEL AND NON DISCLOSURE AGREEMENT**

This Agreement is made in Mumbai this..... Day of ..... year by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “BOB” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

### **AND**

\_\_\_\_\_, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at \_\_\_\_\_ hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(BOB and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

### **WHEREAS**

BOB is one of the largest Public Sector Banks in India and has international operations in 23 other countries. BOB has implemented a robust technology infrastructure in India with a state-of-the-art tier III Data Centre and a one-to-one Disaster Recovery site in India.

BOB intent to appoint a competent Consultant to assist the Bank in developing the overall strategy for the Bank (in the short, medium and long term) and implementation support. The work in this programme will focus across Bank of Baroda and its subsidiaries, and would address potential new opportunities such as Digitization, Analytics, as well as conduct assessment of its core business opportunities and working towards a holistic operating model review. The objective of the exercise is to work with the Bank’s internal team to significantly enhance the performance trajectory of the Bank along with its wholly owned subsidiaries and businesses.

In response to RFP issued by BOB, the Agency also submitted its offer and has represented that it is engaged in the business of \_\_\_\_\_ and services related to it. It further represented to BOB that it has the requisite skill, knowledge, experiences,

experts, staff and capability to provide required service to BOB. Relying on representations of the Consultant and other applicable criteria, the Consultant was declared as a successful bidder in the RFP evaluation process. Accordingly BOB has issued a \_\_\_\_\_ dated \_\_\_\_\_ to the Consultant.

It was a condition in the RFP that the Parties would enter into a Service Level and Non Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in. **NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS**

## 1. DEFINITIONS

## 2. TERM

This Agreement shall come into force on ..... ( Date) and shall be in force and effect for a period of \_\_\_\_months, unless BOB terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

## 3: SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

3.1 The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as detailed in the Tender BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment.

## 4. Standards:

The Service Provider shall follow all the standards which will adhere to Bureau of Indian Standards (BIS) specifications or any other applicable standards as to BOB.

## 5. Transportation and Insurance:

## 6. Delivery : (Terms mentioned in the RFP)

## 7. Installation

8.1 The payments shall be released by BOB's Corporate Office.

8.2 The Bank will release the payments only on receipt of all the relevant documents, within a period of 30 days from its receipt. . Any dispute regarding the relevant documents will be communicated within 30 days from the date of its receipt. . In case of dispute , Bank will make payment within 30 days from the date the dispute stands resolved

## 9. Out of pocket expenses:

Above mentioned fees includes Taxes, as applicable, and no separate expenses payable for miscellaneous expenses like travel, boarding, lodging, out-of-pocket expenses, communication expenses, etc.

## 10. Security deposit

The security deposit shall be an amount equivalent to 5% of the Contract Value. The security deposit shall include EMD. Bank Guarantee will also be acceptable issued from a scheduled Bank valid for a period of 90 days beyond the date of entire period of the contract and such other extended period as the Bank may decide for due performance of the project obligations. The same shall be refunded after completion of agreement + three months grace period.

## 11. Set-off

11.1 Without prejudice to other rights and remedies available to BOB, BOB shall be entitled to set-off or adjust any amounts due to BOB under this agreement from the Bidder against payments due and payable by Bank to the Bidder for the services rendered.

11.2 The provisions of this Clause shall survive the termination of this Agreement.

## 12. COVENANTS OF the Bidder :

12.1 The Bidder shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Bidder shall not substitute the key staff identified for the services mentioned in this Agreement.

12.2 The Bidder shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BOB:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.

12.3 All employees engaged by the Bidder shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury /death / termination) of any nature to the employees and personnel of the Bidder.

#### **12.4 The Bidder :**

- shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Consultant for any amount due or claimed to be due by the Consultant from BOB.
- shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

- shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BOB and communicated to the Consultant from time to time.
- shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Consultant as contemplated by this Agreement.
- shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct
- Consultant shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

### 13. Confidentiality:

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

13.2 The Bidder shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Consultant obligation under this Agreement.

13.3 The Bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

13.4 The Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.

13.5 The Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

13.6 The Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

13.7 It shall be the incumbent duty of the Bidder to undertake not to disclose any business related information of BOB to any third person and the Bidder shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Consultant nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.

13.8 However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii) Prior to the disclosure by BOB was known to or in the possession of the Bidder at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

13.9 The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

13.10 Notwithstanding above bob shall take all the reasonable care to protect all the confidential information of consultant delivered to BOB while performing of the services.

13.11 The provisions of this Clause shall survive the termination of this Agreement.

## 14. INDEMNITY

14.1 The Bidder shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) that may be occurring due to, arising from or relating to:

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Consultant under this assignment ; and/or
- ▶ Negligence or willful misconduct of the Consultant and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Consultant, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Consultant to its employees, its agents, contractors and sub-contractors
- ▶ , or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Consultant under this assignment; and/or
- ▶ breach of confidentiality obligations of the Consultant; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Consultant in the defense and settlement of the claims.

the Bidder shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder shall without additional cost to the Bank, shall offer either:

- 1) replace or modify the deliverables which are functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or
- 2) obtain a license for the Bank to continue the use of the deliverables, as required by the Bank as per the terms and conditions of this assignment or subsequent Agreement and to meet the service levels; or

If the Bidder fail to provide the remedy prescribed in para 1 or 2 within specified period by the bank, in such case the Bidder shall refund to the Bank the amount paid for the infringing deliverable's and bear the incremental costs of procuring a functionally equivalent deliverables from a third party selected by bank,

However The Bidder shall not be liable for defects or non-conformance resulting from:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Vendor;

or

- ▶ any change, not made by or on behalf of the Vendor, to some or all of the deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

14.3 In the event of Bidder not fulfilling its obligations under this clause within the period specified in the notice issued by BOB, BOB has the right to recover the amounts by invoking the security or the amount due to it under this provision from any amount payable to the Bidder under this project.

14.4 The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

## 15. PROPERTY RIGHTS

1. Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.
2. Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.
3. Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

## 17. CONTRACT PERFORMANCE GUARANTEE

Consultant, shall provide unconditional and irrevocable Performance Bank Guarantee for 5% of the Contract Value in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of -3- years with additional claim period of three months after expiry of validity period.



## 18. PENALTIES AND LIQUIDATED DAMAGES:

### 18.1 As per the terms and conditions of the tender

## 20. TERMINATION

The BOB shall have the option to terminate this agreement and/ or any particular order, in whole or in part by giving Bidder at least 30 days prior notice in writing. In the event of any termination hereof, Bank of Baroda's sole responsibility with respect to the Bidder's professional fees, related expenses and chargeable service tax shall be restricted to only those professional fees, related expenses and chargeable service tax as incurred upto the effective date of termination as mentioned in the notice of termination.

**In following events Bank shall terminate this assignment or cancel any particular services if Bidder:**

- **breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or**
  - Failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
  - The progress regarding execution of the contract/ services rendered by the Bidder is not as per the prescribed time line, and found to be unsatisfactory.
- The Consultant commits a breach of any of the terms and conditions of this contract.
- Consultant goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the contract.
- If deductions of penalty exceeds more than 5 % of the total contract price.

20.2 During the agreement, if the Consultant does not perform satisfactorily or delays execution of the contract, BOB reserves the right to cancel the contract and to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Consultant is bound to make good the additional expenditure, which the BOB may have to incur to carry out bidding process for the selection of a new Vendor and for execution of the balance of the contract. This clause is applicable, if for any reason, the contract is terminated on the defaults mentioned above.

20.3 BOB reserves the right to recover any dues payable by the Consultant from any amount outstanding to the credit of the Consultant, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

20.4 It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or noncompliance of the terms of this Agreement.

20.5 In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

20.6 Upon the termination or expiry of this Agreement the rights granted to the Bidder shall immediately be terminated.

## 21. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

## 22. LAW, JURISDICTION AND DISPUTE RESOLUTION

22.1 The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in Mumbai shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

### 22.2 ARBITRATION

- a) BOB and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the Consultant have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by Bank.
- c) The place and seat of arbitration shall be at Mumbai
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

- f) The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

## 23. AUDIT:

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

## 24. LIMITATION OF LIABILITY

24.1 Notwithstanding, the contents of para 24.2 of this Agreement, the Bidder's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual and limited to the total contract value .

24.2 The Bidder's liability in case of claims against BOB resulting from its willful misconduct or gross negligence, loss suffered by BOB due to damage to real or tangible or intangible property by Consultant, its employees and/ or subcontractors or loss suffered by BOB due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

24.3 BOB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party modules or proprietary information supplied by the Consultant as part of this Agreement.

24.4 Under no circumstances BOB shall be liable to the Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

4 Under no circumstances BOB shall be liable to the Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

5 Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

6. All employees engaged by the party shall be in sole employment of the party and the party shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the party .

## 25. PUBLICITY

The Bidder shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.

## 26. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Consultant acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of BOB or Affiliate thereof.

## 27. SUBCONTRACTING:

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

## 28. NON – SOLICITATION

The Bidder, during the term of the contract shall not without the express written consent of BOB, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity by BOB in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of BOB at any time to terminate his/ her relationship with the BOB.

## 29. VICARIOUS LIABILITY

The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the BOB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Consultant for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Bidder shall be paid by the Bidder alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Consultant 's employees, agents, contractors, subcontractors etc. The Consultant shall agree to hold the BOB, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the BOB through the action of Consultant 's employees, agents, contractors, subcontractors, etc.

## 30. FORCE MAJEURE

30.1 The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

30.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

## 1. **NOTICES AND COMMUNICATIONS**

9.1 All notices, requests, demands, and other communications to be given under this agreement and the proposals (other than routine operational communications)

will be in writing and will be delivered either by hand, by overnight mail, by fax, or by e-mail to the address or numbers provided hereunder or such address and numbers as one Party may inform the other in writing.

For consultant	<b>Bank of Baroda</b>

9.2 Notices sent by e-mail shall also be sent by hand, overnight mail, or by fax if not acknowledged by the receiving party within two business days. All notices shall be effective on the date received.

### 31. MISCELLANEOUS

31.1 Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

31.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

31.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

31.4 Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

31.5 In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

31.6 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

31.7 The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

31.8 Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Provided , BOB may assign any of its rights and obligations hereunder to any of its affiliates without the prior consent of Consultant.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

BOB, by the hand of Sri -----,                      For Bank of Baroda

its authorized official in the presence of:

1.

2.

Signed and Delivered by the within named

\_\_\_\_\_ by the hand of Sri-----,                      For \_\_\_\_\_ Systems Limited.

its authorized official in the presence of:

1.

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