

RFP for
Empanelment of Service Provider
for Comprehensive Annual Maintenance Contract of
Fire Hydrant System, Fire Sprinkler System, Fire Alarm
System and Public Address System installed in Head Office,
Baroda Bhavan, Vadodara

Bank of Baroda,
Head Office, Baroda Bhavan,
RC Dutt Road, Alkapuri,
Vadodara – 390 007

Document Reference No: BB/FM/113/60
Date: 11th October 2021

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NOTICE OF RFP

A. Notice RFP for Empanelment of Service Provider for Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara.

The Assistant General Manager (Security & FM), Bank of Baroda, Head Office, Baroda Bhavan, Vadodara invites bids for the Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara. The empanelment will be for a period of 3 years.

B. The bid should be submitted at the following address:

Assistant General Manager,
Security & FM,
Head Office, Baroda Bhavan,
RC Dutt Road, Alkapuri,
Vadodara – 390 007
Tel: 0265 231 6001, 6579;
Email: security.ho@bankofbaroda.com

C. Important Dates:

RFP Reference Number	RFP No: BB/FM/113/60 date: 11th October 2021
Bid Security / Earnest Money Deposit	Rs.15,000/- (Rupees Fifteen Thousand only) in the form of Bank Draft/Banker's cheque in favor of Bank of Baroda, payable at Vadodara.
Availability of RFP document	RFP will be available on our Bank website www.bankofbaroda.in/tender from 11th October 2021 to 2nd November 2021 . The RFP may be downloaded from the Tender Section of Bank's Website by the Bidders. No hard copy of the RFP will be made available by the Bank.
Last date of submission of any query / reporting any error	21st October 2021 by 03:00pm. ALL QUERIES TO BE SUBMITTED VIDE EMAIL ONLY ON security.ho@bankofbaroda.com
Pre Bid Meeting	22nd October 2021 at Head Office, Baroda Bhavan, Alkapuri, Vadodara. Time: 11:00 AM
Last Date, Time and Place for receipts of bids	Bid Submission: 2nd November 2021 by 03:00 PM Late RFP will not be accepted under any circumstances including postage delay. Bank of Baroda Security & Fire Safety Department Ground Floor, Head Office, Baroda Bhavan, RC Dutt Road, Alkapuri, Vadodara – 390 007
Date and Time of Technical bid Opening	2nd November 2021 at 03:30 PM Bank of Baroda Ground Floor, Head Office, Baroda Bhavan, RC Dutt Road, Alkapuri, Vadodara – 390 007
Date and Time of Financial bid Opening	Date and Time will be intimated by email to the qualified vendor after the Technical Evaluation of the Bids.
Address for Communication	Assistant General Manager (Security & FM) Bank of Baroda Security Department Ground Floor, Head Office, Baroda Bhavan,

Contact person	RC Dutt Road, Alkapuri, Vadodara – 390 007 Officer (Fire Safety) security.ho@bankofbaroda.com Tele: 0265 231 6586 / 6001 / 09806200528
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- The AMC is for 3 Years with the provision to renewing yearly based on the performance and it will be at the sole discretion of the Bank, unless terminated by the Bank at its own convenience by giving a prior notice of 30 days in writing to the agency without assigning any reason(s) and without any cost(s) or compensation thereof.
- Validity of Offer: The offer should be valid for period of **90 days** from the last date for submission of the offer.

N.B: The above dates are tentative and subjected to change without any prior notice or intimation (Bidders should check our website www.bankofbaroda.in/tender for any changes / addendums to the above dates and / or any other changes/ update to this RFP). Bidders are requested to keep themselves updated through our said website from time to time.

D. Important Definitions:-

Following terms are used in the document interchangeably to mean:

- I. Bank, BOB means “Bank of Baroda”.
- II. Recipient, Respondent and Bidder, Vendor, means “Respondent to the RFP Document”.
- III. Tender means RFP response documents prepared by the Bidder and submitted to Bank of Baroda

Further “Addendum” shall be issued on Bank’s website only and bidder has to refer the same before final submission of the Tender.

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

Confidentiality:

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

Please note that Financial Bids of only those service providers who qualify in the technical bid will be opened.

RFP for Empanelment of Service Provider for Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara

1. Introduction

- a) This Request for Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Baroda ('Bank') to select Vendors / Service Providers for Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara..
- The purpose of the BANK OF BARODA behind this RFP is to seek a detailed technical and commercial proposal from the experienced service providers having experience in similar type of activity.
 - The initial contract for the CAMC / AMC will be for the period of Three (03) years from the date of signing of the contract / SLA, subject to yearly performance review for satisfactory performance of the Vendor.
 - This RFP is not an agreement and is neither an offer nor invitation by the Bank to the prospective Bidder/s or any other person or entity. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bids pursuant to this RFP. This RFP may not be appropriate for all persons, and it is not possible for the Bank, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. While all care has been taken to keep the assumptions, assessments, statements and information contained in this RFP as relevant, complete, accurate, adequate and correct, it may not be taken as final.

2. Eligibility Criteria:

- I. Minimum average yearly turnover of Rs. 25 Lakhs during last three years for a work of similar nature.
- II. The vendor must have experience in commissioning and maintenance of firefighting system in High Rise Buildings of minimum 6 upper floors. The firm must have carried out at least two maintenance work each of Fire Hydrant and Fire Alarm System of such multistoried, commercial building.
- III. **Work Executed.** The bidder shall have carried out similar work as mentioned below of Annual Maintenance of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System during last 03 financial years
 - a. One similar work of 80% of estimated cost i.e. Rs.9.60 lacs OR
 - b. Two similar works of 50% of estimated cost i.e. Rs.6.00 Lacs OR
 - c. Three similar works of 40% of estimated cost i.e. Rs.4.80 Lacs.
- IV. **Product Certification.** The products of the applicant should have latest BIS certification as applicable. The products should be based on latest technology for the specific requirement.
- V. **OEM Certificate.** The applicant should have OEM certificate from original equipment manufacturer along with confirmation that they would supply original quality spare parts for the quoted model for minimum next 3 years from the date of installation. OEM letter to be in Original and no photocopy or colored Xerox will be acceptable (In absence of the original certificate from the OEM the Service provider will be disqualified).
- VI. **Performance Certificate:** The applicant should submit a "Satisfactory Performance Certificate" from at least -03- PSU / PSB / RRB / Private Organization on whose panel it is conducting business related to maintenance of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System.
- VII. **Supply & Installation:** The applicant should be able to supply and install the products for which empanelment is sought by themselves. No subletting of the work is permissible.

- VIII. **Past Record:** The applicant should not have been blacklisted by any PSU/PSB/Govt Organization in past 5 years or services terminated due to poor performance. A certificate be submitted stating that the company/firm or its owner or any sister concern have not been blacklisted. (Annexure A)
- IX. If Bank has issued a dissatisfactory letter / termination of work contract due to dissatisfactory services to the agency the bid of the company will be rejected.

3. Scope of Work and Flow Chart:

Comprehensive Annual Maintenance Contract for Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System

- I. The agency shall carry out Periodical Maintenance after completion of all required rectifications under CAMC. The contractor shall depute a team of qualified technicians to carry out the following mandatory job as per given frequency to ensure 100% functionality.

A. Fire Hydrant and Sprinkler System:

Sr. No.	Job	Frequency
1.	Fire Pump Servicing & Test Run	Monthly
2.	Landing Valve Servicing	Monthly
3.	Isolation Valve Servicing	Monthly
4.	Fire Brigade Connection Servicing	Monthly
5.	Hose Reel Servicing	Monthly
6.	Branch Pipe Servicing	Monthly
7.	Landing Valve Coupling Polish (Brasso)	Monthly
8.	Fire Pump's Panel Checking	Quarterly
9.	Pressure / Flow Switch Checking	Quarterly
10.	Sprinkler Head Cleaning	Quarterly
11.	Fire Water Line Cleaning	Quarterly
12.	Sand Bucket Cleaning	Quarterly
13.	Fire Pump Overhauling	Six-monthly
14.	Delivery Hose Hydraulic Test (on-site)	Yearly
15.	Painting of piping & hose box	Yearly

* Ensure all Fire Pumps functional on Auto Mode.

B. Fire Alarm System:

Sr. No.	Job	Frequency
1.	Fire Alarm Panel Maintenance	Monthly
2.	Fire Detector Testing (Randomly of each floor)	Monthly
3.	Manual Call Point Testing (Randomly of each floor)	Monthly
4.	Manual Call Point Testing (All)	Quarterly
5.	Hooter Testing & Maintenance (All)	Quarterly
6.	Fire Detector Maintenance (All)	Half Yearly

* Ensure Fire Alarm System is functional and having no faults at any point of time.

C. Public Address System:

Sr. No.	Job	Frequency
1.	Controller & Amplifier Testing & Maintenance	Monthly
2.	Speaker testing	Monthly
3.	Emergency announcement and Mic testing	Monthly

* Ensure All Speakers are working at all times.

II. List of equipment in provided in the building are as under:
A. Fire Hydrant & Sprinkler Systems

Sr. No.	System / Equipment / Component	Quantity
1.	Hydrant Jockey Pump (Make)	1 (Kirloskar Brothers)
2.	Sprinkler Jockey Pump (Make)	1 (Kirloskar Brothers)
3.	Hydrant Main Pump (Make)	1 (Kirloskar Brothers)
4.	Sprinkler Main Pump (Make)	1 (Kirloskar Brothers)
5.	Diesel Pump	1 (Kirloskar Brothers)
6.	Booster Pump	1 (Kirloskar Brothers)
7.	Fire Hydrant	44
8.	Fire Brigade Inlet (4-way)	2
9.	Hose Reel	36
10.	Delivery Hose	88
11.	Branch Pipe	43
12.	Sprinkler Head	846
13.	Fire Water Tank – Under Ground	2,52,000 Liters
14.	Fire Water Tank – Terrace	50,000 Liters
15.	Sand Bucket	13
16.	Butterfly Valve	49
17.	Gate Valve	1
18.	Flow Switches	36
19.	Fire Pump Panel	1

B. Addressable Fire Alarm System: Fire Alarm Panel (OEM: GST)

Fire Panel	Smoke Detector	Heat Detector	MCP	Hooter	Control Module	Response Indicator
1	400	25	40	38	53	65

C. Public Address System: Controller & Amplifier (OEM: BOSCH)

Main Controller	Router	Call Station	Expansion Call Station	U Rack	Zone Amplifier	Speaker	Music Player
1	1	1	1	1	3	237	1

- III. Replacement of all minor parts and spares such as gasket, oil, grease & gland packing, polish paper, battery water, battery terminals, cotton cloth, rings, lugs, valve handle / wheel, nuts and bolts of pump fittings, all types of washers of valves & pipes, detectors, sprinkler heads etc, other than major assemblies except the equipment mentioned below. General cleaning of Fire Hydrant, Sprinkler System, Fire Alarm System and Public Address System is to be carried out under CAMC at no additional cost at least once a year or as and when required by the Bank.

S.No.	System	Name of Component
1.	Fire Hydrant and Sprinkler System	Pumps with motors
2.		Booster Pump with motors
3.		Control Panel
4.		Diesel Pump
5.		Battery for Diesel Pump
6.		All type of Valves
7.		Y-Type Stainer
8.		Hydrant Valve
9.		Fire Accessories (Hose Box, Hose Reel Drum, Hose reel hose Pipe, Branch Pipe, Fire Hose)
10.		Glass of Hose Box
11.		Fire Door
12.		Flexible Dropper
13.		Sight Glass
14.		Cable
15.		SS Bellows
16.		Hydrant Valve
17.	Fire Detection System	Cable
18.	Public Address System	Cable

- IV. Any addition in Fire Hydrant, Sprinkler System, Fire Alarm System and Public Address System in the period of contract will also be covered under this AMC at no additional cost.
- V. Overhauling of pump is to be done at no extra cost as per given periodicity.
- VI. The Annual Maintenance Contract will also include conducting training programme for Bank's personnel regarding the operation of the system during the routine monthly visit at no extra cost.
- VII. The AMC includes submission of relevant reports / certificates and carrying out steps for issue of Fire NOC (No Observation Certificate) from Fire & Emergency Services, Vadodara Municipal Corporation to be issued on yearly basis for Head Office, Baroda Bhavan, Alkapuri Premises at no additional cost to the bank.
- VIII. Whenever any part of the system is found defective / inoperative, it shall immediately, be brought to the notice of the Bank for repair / replacement, as the case may be and repair / replacement only after confirmation from the Bank.
- IX. Any breakdown shall be attended immediately (in any case, within 24 hrs.), no extra charges would be paid for complaint visits.
- X. A service logbook shall be maintained by the Annual Maintenance Contract vendor wherein all the data related to the visits and services provided could be found.
- XI. **The vendor can inspect the site and system installed at our office if desired so, during office time up to 1st November 2021 with prior permission from the Security Department before filing the tender.**
- XII. The vendor, tendering against the enquiry, shall be deemed to have read and understood all the terms and conditions and familiarized themselves with the site and nature of work and quoted accordingly

✓ **The Bank reserves the right to cancel / terminate the work order any time of the contract / hand over the uncompleted work to other qualified vendors at its discretion.**

4. General Terms and Conditions

- I. The rates quoted for carrying out Comprehensive Annual Maintenance Contract must be inclusive of all the charges i.e. Transportation, Technicians' Fee, TA / DA and any other expenses whatsoever but **excluding GST**.
- II. The successful bidder shall have to deposit 10% of total work order value of 3 years **as Performance Bank Guarantee** with grace period of 3 months (refundable after expiring the contract), which in the event of not carrying out the contracted services, as per terms and condition of the tender, shall be forfeited.
- III. The rates quoted shall be binding for three years from the date of awarding of the contract and no increase whatsoever will be considered.
- IV. Payment of Annual Maintenance Contract shall be made by the Bank on Half Yearly basis after satisfactory services provided by the agency and completion of the period against service certificate and invoice.
- V. Vendors should comply with all the guidelines in vogue at the time of applying and during the currency of contract period.
- VI. The EMD Amount of successful bidder will be returned after submission of Performance Bank Guarantee of 10% of total work order value to 3 years contract value

5. Information Provided

- a. Technical requirements elaborated in Annexure "B" to be submitted with the offer letter Annexure – A.

- b. The RFP document contains statements derived from information 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 scope of this RFP. 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.
- c. The Bank may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

6. For Bidders Only

- The RFP document is intended for the information of the prospective bidder/s and no other person or organization.

7. Costs Borne by Bidders

- All costs and expenses (whether in terms of time or money) incurred by Bank / Bidder/s in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, site/infrastructure visits etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.

8. No Legal Relationship

- No binding legal relationship will exist between any of the Bank / Bidder/s and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

9. Recipients' Obligation to Inform Itself

- It is the Recipient's responsibility to conduct visit and analyze any information contained in the RFP document and the meaning and impact of that information.

10. Evaluation of Offers

- a. 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 the bidder /s for Comprehensive Annual Maintenance Contract for of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara.
- b. The issuance of RFP document is merely an invitation for short listing/ selecting the bidders who meet the benchmark of technical and financial capacity criteria and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient, nor would it be conferring any right on the bidder over the Bank for any kind of claim whatsoever. The Recipient unconditionally acknowledges 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.

11. Acceptance of Terms

- A Recipient will, by responding to the Bank with a submission, be deemed to have unconditionally accepted all the terms and conditions of this Introduction, RFP and Disclaimers.

12. Standards

- All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications.

13. Earnest Money Deposit (EMD) & Non Refundable Tender Fee

- a. The EMD shall be denominated in Rupees and the bidder shall submit the EMD of INR 15,000/- (Rupees Fifty Thousand only) by Demand Draft/ Bankers Cheque in favour of Bank of Baroda, payable at Vadodara. Any bid without EMD will not be considered under any circumstances.
- b. EMD would be kept in a separate envelope duly superscribed "EMD FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR OF FIRE HYDRANT SYSTEM, FIRE SPRINKLER SYSTEM, FIRE ALARM SYSTEM AND PUBLIC ADDRESS SYSTEM INSTALLED IN HEAD OFFICE, BARODA BHAVAN, VADODARA" along with the Name of the Bidder.
- c. MSME / NSIC registered firm will be exempted form EMD and Tender Fee on submission of valid proof / certification of the same.
- d. The EMD of unsuccessful Bidders will be returned within two weeks from the date of finalization of the Bid.
- e. Financial Bid of only those bidder would be opened who have technically qualified which will be communicated by E-mail, at a later date.
- f. No interest is payable in the EMD.
- g. EMD may be forfeited in the event of withdrawal of bid during the bid validity period or if successful bidder fails to sign the contract (SLA) in accordance with the terms and conditions and other requirements specified in the RFP or any act of the bidder not in line with contract obligations. EMD may be forfeited if a bidder makes and statement or encloses any form which turns out to be false/ incorrect at any time prior to signing the SLA. If EMD is forfeited for any reason, the concerned bidder may be debarred from further participation in future bids floated by the Bank, as per discretion of the Bank.

14. Pre-Bid Meeting, Clarifications & Amendments

- a. Bidder/s requiring any clarification on the RFP may notify the Bank in writing through email only to (security.ho@bankofbaroda.com) **on or before 5th October 2021 by 03:00 PM.**
- b. Queries raised (without identifying source) and clarification issued by Bank of Baroda in the form of addendum/corrigendum, will be floated in the Bank's web-site only, no other communication would be made. It is the responsibility of the bidder/s to check for email from bank before final submission of bids.
- c. All Bidders must ensure that such clarifications / amendments have been taken care by them before submitting the bid. Bank will not take responsibility for any omission by the bidder/s.
- d. At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in the response to a clarification requested by the prospective Bidder, may modify the Bid Document, by amendment.
- e. In order to enable the bidder/s; reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion may extend the deadline for submission of bids.

15. Submission of RFP:

"ENVELOPE No.1"

- i. **The envelope for Offer Letter, "ENVELOPE No.1" shall be superscribed, "OFFER LETTER for Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara" and shall contain the following:**
 - Earnest Money Deposit amount through Demand Draft / Banker's Cheque for Rs. 15,000/- in favour of Bank of Baroda, payable at Vadodara.

“ENVELOPE No.2”

II. The envelope containing Financial Bid, “ENVELOPE No.2” shall be superscribed “FINANCIAL BID for Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara” and shall contain the following:

- Rates for **Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System**, only in the format **(Annexure – C & D)** given in the Tender Document **Excluding GST**. Submission of Financial Bid In any format other than the provided format or including any attachment other than the Financial Bid as per the format will not be accepted and the Bid will be considered as rejected.

16. Evaluation Process:

Technical Bids will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the tender document. Financial Bids of only those Service providers who qualify in the technical evaluation will be opened.

Bank reserves the right to reject a tender under any of the following circumstances:-

- a. If EMD and Tender Fee is not submitted
- b. If Tender Documents are incomplete and /or not accompanied by all stipulated documents.
- c. If any of the terms and conditions and mandatory declarations are not accepted.
- d. If required information with appropriate documents in support of the same is not submitted as per **Annexures (A to D)**.
- e. Agency should have been in the business for minimum **5 years**. This period of -5- Years in business should have been completed on the date of application. Proof for previous three years for services provided to any institution preferably PSUs/PSBs and should submit report of satisfactory service from them.
- f. **The total charges stated for Annexure C will be considered for financial evaluation of the Financial Bid of the tender.** The Total cost of the above for three years including the annual increase will be calculated and considered for evaluation of the Financial Bid.
- g. Submission of rates for optional items in Annexure – D is mandatory.

17. Validity of Bids:

- Bids shall remain valid for a period of 90 Days from the date of opening of the Financial Bid. A bid valid for a shorter period may be rejected by the Bank as non-responsive. Validity of all the eligible bids would be required till the successful bidder/s sign contract with BOB.

18. Bank’s right to accept any Bids and to reject any or all bids

- The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all bids at any time prior to contract award, without incurring any liability to the affected bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank’s action.

19. Contacting the Bank

- a. No bidder/s shall contact the Bank on any matter relating to its Bid, from the time of opening of RFP to the time contract is awarded.
- b. Any effort by the Bidder/s to influence the Bank in its decision on RFP evaluation, RFP comparison or contract award may result in rejection of the Bidder’s RFP.

20. Award and Signing of Contract

- a. Bank of Baroda will communicate to successful bidder/s (through letter in duplicate / by email) that its bid have been accepted. The selected bidder/s have to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by the Authorized Signatory in token of acceptance.
- b. It would be mandatory for L1 Bidder to accept the work awarded by the Bank, if failed the EMD would be forfeited.
- c. Successful L1 bidder has to provide unconditional Performance Bank Guarantee of 10% of estimated 3 years contract value from any Schedule Commercial Bank excluding Co-operative Bank and Bank of Baroda. The Performance bank Guarantee will be deposited at Head Office, Head Office, Vadodara for a period of 3 years and 03 month from the date of commencement of contract.
- d. In case the RFP is cancelled, Bank of Baroda reserves the right to take appropriate decision, including calling up of fresh tenders.
- e. The successful bidder/s shall be required to enter into a contract with the Bank, within 15 days of receipt of formal communication (email or letter) from the Bank about the successful RFP. Copy of the board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted. In case the bidder/s fails to enter into contract with the Bank within the stipulated time, Bank reserves the right to cancel the order and cancel the RFP.
- f. Failure of the successful Bidder/s to enter into contract with the Bank within the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- g. The Bank reserves the Right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder/s fail to meet the terms of this Bid or contracts entered in to with them.

21. Payment Terms

The terms of payment are as under:-

- a. No advance payment against work order.
- b. Payment of bills will be made by the Security Department, Head Office, Baroda Bhavan, Vadodara / Facilities Management, Head Office, Baroda Bhavan, Vadodara after receiving the consolidated half yearly bills with all reports and documents from Service Provider, within 14 working days of submission of such bill.

22. Performance Bank Guarantee

- a. Successful L1 bidder has to provide unconditional Performance Bank Guarantee of 10% of estimated 3 years contract value from any Schedule Commercial Bank excluding Co-operative Bank and Bank of Baroda will be deposited at Head Office, Baroda Bhavan, Vadodara for a period of 3 years and 03 months from the date of commencement of contract.
- b. The Performance Bank Guarantee shall be adjusted against any loss, damage, delay expense etc. to the Bank. Bank reserves the right to take appropriate decision on the adjustment of the Performance Bank Guarantee. During the period of contract including AMC period supplier should attend to all repairs / defects / replacement of minor spare parts free of cost. In case of failure on the part of the supplier to attend to the defects within a reasonable period, the Bank on its own will get the defects rectified through another vendor at the risk and cost of supplier and repairs rectified through another vendor in such circumstance will not affect the liabilities of the supplier on the warranty for its remaining period nor will it affect the supplier's liabilities on the stipulated Annual Maintenance Contracts.

23. Contract Period

- a. The CAMC / NC-AMC period will be for three (03) years, with yearly review of satisfactory performance.

- b. The selected bidder/s need to execute a definitive Service Level Agreement (SLA) with the Bank covering all the terms and conditions of the RFP.
- c. The performance of the selected bidder/s shall be reviewed every Year and the bank reserves the right to terminate the contract at its sole discretion by giving three month's notice without assigning any reasons.
- d. Any offer falling short of the contract validity period of 3 Years, from the date of project sign off, is liable for rejection.

24. Agreement

The service provider shall be required to enter into an agreement with bank, based on terms and conditions mentioned in the tender document. The agreement can be extended upto 1 Year in case of any eventuality.

25. Cancellation of Contract

- a. The Bank reserves the absolute right to cancel the contract with the selected bidder/s at any time during the contract period, by giving a written notice of at least one (01) Months, for any valid reason, including but not limited to the following reasons:
 - i. Delay in execution of AMC activities prescribed by the Bank without adhering to given process timeline / quantity.
 - ii. Discrepancies / deviations in the agreed process and / of products.
 - iii. Violation of terms and conditions stipulated in this Bid / Contract.
 - iv. Unsatisfactory performance of the bidder.
 - v. Any other valid reason.

26. Penalties and Liquidated Damages:

- a. Vendor shall be liable to pay penalty of @ 1 % of contract value per week or part thereof for delay in not adhering to the time schedules.
- b. If the vendor fails to complete the due performance as per the contract / work order, BOB reserves the right to terminate the contract and recover Liquidated Damages 5% of contract value.
- c. Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.
- d. The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BOB and Force Majeure. However it is the responsibility of the vendor to prove that the delay is attributed to BOB and Force Majeure. The decision taken by BOB in this regard shall be final and vendor shall not dispute the same.
- e. If the vendor fails to perform its obligation as per this Agreement then BOB reserves the right to get the balance work executed by another vendor as per choice of BOB and vendor shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

27. Bank of Baroda reserves the right to

- a. Reject any and all responses received in response to the RFP.
- b. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- c. Amend/ modify terms & conditions of RFP.
- d. Extend the time for submission of the RFP.
- e. Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- f. Share the information/ clarifications provided in response to tender by any Bidder, with any other Bidder(s) /others, in any form.
- g. Re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
- h. Cancel the RFP at any stage, without assigning any reason whatsoever.

28. Inspection of Facilities

- The applicant should not have any objection to Bank inspecting the site where the AMC is being done by the applicant. Bank may also hold enquiries from past / present clients of the applicant.

28. Grievance Redressal

- Any vendor have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Assistant General Manager (FM & Security) at security.ho@bankofbaroda.com . It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.

29. Indemnity

The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this assignment ; and/or
- Negligence or willful misconduct of the Vendor 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 Vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor 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 Vendor under this assignment; and/or
- breach of confidentiality obligations of the Vendor; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

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

The Vendor 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.

In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this assignment.

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

30. Dispute Resolution

- The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.
- If the Bank project manager / director and vendor project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

- If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Vadodara. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

31. Governing Laws

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

(On the Agency's Letter Head)

Annexure – A

ENVELOPE - 1 : OFFER LETTER.

TENDER TO BE SUBMITTED ON OR BEFORE 03:00 PM ON 2nd November 2021.

**The Assistant General Manager,
(FM & Security),
Head Office, Baroda Bhavan,
RC Dutt Road, Alkapuri,
Vadodara – 390 007**

Dear Sir,

Re : Tender for Empanelment of Service Provider for Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara.

With reference to the RFP

1. Having examined the nature and quantum of work relating to the above mentioned work and having visited and examined the site of the proposed work and having acquired the requisite information relating thereto as affecting the tender invited by you, I / We, the undersigned hereby offer for undertaking Shortlisting of Service Provider for Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara.

2. I / We have also deposited refundable Earnest Money Deposit of Rs. 15,000/- (Rupees Fifteen Thousand only) in the form of Demand Draft / Banker's Cheque drawn in favour of Bank of Baroda, payable at Vadodara as per details given hereunder : -

(a)

3. I / We agree to deposit a Performance Bank Guarantee of 10% of estimated 3 years contract value (refundable on expiry of the contract), which in the event of not carrying out the contracted services, as per terms and condition of the tender, shall be forfeited.

4. I / We certify that the my / our Company / firm or owner or any sister concern have not been Blacklisted by any institution of the Central or State Govt./ PSU/PSB in the past three years on any grounds whatsoever.

5. We are complying with all the guidelines issued by the Fire & Emergency Services and State Govt. with regards to Provision & Maintenance of Fire Fighting systems and will also ensure such compliance on any new guidelines issued during the currency of the contract period from time to time.

6. We have read the general Terms and Conditions of the Work Contract and agree to abide and comply with the same.

**Seal:
Date:
Place:
Encl : As above.**

Yours faithfully

Name & Signature of the Vendor

Annexure – B
ENVELOPE - 2 : Vendor's Profile

Work: Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara.

MANDATORY TECHNICAL REQUIREMENT

S.No.	Description	Information from the Vendor	Annexure		
1.	Name and Address of the Firm		Annexure - 1		
2.	Telephone Nos. & Email Id.		Annexure - 1		
3.	Type of Firm: (Sole Proprietorship/Partnership/Ltd. Co./Other)		Annexure - 1		
4.	Name of Contact Person with contact number in relation to this RFP:		Annexure - 1		
	Company / Firm Registration				
	OEM Details				
5.	Address & Tel. No. of the Branch/Service Centre in Vadodara:		Annexure - 1		
7.	GST No.		Annexure – 2		
8.	PAN No.		Annexure – 2		
9.	The Turnover of the Firm for the last - 3- Years for the similar nature of works	Minimum average turnover of Rs. 25.00 Lakh during last three years for a work of similar nature.	Annexure – 3		
	Year	Turn Over amt. in Lakhs		Audited Balance Sheet (att. Copy)	
	2018-2019				
	2019-2020				
	2020-2021				
10.	Name of Banker with address		Annexure – 4		
11.	Details of work carried out for previous clients (attach copy)		Annexure - 5		
	Year	Name of Organization		Type of Work	Amount
	(i)				
	(ii)				
	(iii)				
12.	No. of Authorized Technical Staff		Annexure – 6		
	Name of person	Qualification		Designation	Total Experience in the Firm
13.	a) Has your company/firm been ever blacklisted in past 3 years. Give details if Yes.		Annexure - 7		

	b) If No, a certificate be submitted stating that the company/firm or its owner or any sister concern have not been so blacklisted by any institution of the Central or State Govt, PSU/PSBs in the past three years on any grounds whatsoever.		
14.	The vendor must have experience in commissioning and maintenance of firefighting system in High Rise Buildings of minimum 6 upper floors. (Attach Copy)		Annexure - 8
15.	The firm must have carried out at least two maintenance work each of Fire Hydrant and Fire Alarm System of such multistoried, commercial building. (Attach Copy)		Annexure - 9
16.	Weather any of the family members working with Bank of Baroda (if Yes, Give Details)	YES/NO	Annexure - 10

Date:

Place:

Encl : As above.

Name & Signature of the Vendor

(On the Agency's Letter Head)

Annexure – C

ENVELOPE - 3 : FINANCIAL BID

The Assistant General Manager,
(FM & Security),
Head Office, Baroda Bhavan,
RC Dutt Road, Alkapuri,
Vadodara – 390 007

Dear Sir,

Re : Comprehensive Annual Maintenance Contract of Fire Hydrant System, Fire Sprinkler System, Fire Alarm System and Public Address System installed in Head Office, Baroda Bhavan, Vadodara.

Comprehensive Annual Maintenance Contract

Work / Job	Head Office, Baroda Bhavan	
	Per Quarter	Per Annum
Total CAMC cost for the First Year	Rs.	Rs.
Total CAMC cost for the Second Year	Rs.	Rs.
Total CAMC cost for the Third Year	Rs.	Rs.
TOTAL CAMC COST FOR 3 YEARS	Rs.	Rs.
Total Cost in Words:- Rupees		

Note: In case of any discrepancy, total cost quoted in words will be considered.

Seal :

Date:

Place:

Name & Signature of the Vendor

Annexure – D
OPTIONAL ITEMS FOR WHICH RATE HAS TO BE QUOTED SEPARATELY.
[Indicative Prices- Will not be reckoned for determine L – 1 vendor]

Sl.	Name	Description	Make	Quantity	Rate for Financial Evaluation (Rs.)
01	Hose coupling	Coupling IS 903 instantaneous type G.M. male & female phosphorus bronze spring with rubber washer of hyd. Test 21 kg/cm ²		1 Set (Male & Female)	
02	Hose reel pipe	Braided rubber hose as per IS 444 with 25 mm dia in black color (per meter)		1	
03	Pressure Gauge	Stainless steel materials Teflon protection of pressure range up to 21 kg/cm ² IS approved		1	
04	Pressure Switch	Adjustable pressure range up to 12 kg/cm ² IS approved		1	
05	Landing Valve (Hydrant Valve)	G.M. with oblique type single /Twin headed with hose coupling adaptor of 63 mm size instantaneous spring loaded arrangement and blank cap with chain conforming IS 5290.		1	
06	Air release Valve	Copper alloy threaded male connection IS approved		1	
07	Foot Valve	C.I. made with matching ball IS approved			
		a. 100 mm		1	
		b. 150 mm		1	
08	Pendant Sprinkler Head	Pendent upright sprinkler of orifice size 15 mm and 5 mm bulb type of natural brass chrome plated polyester coated with pressure tested 12.1 Bar		1	
09	Optical Smoke Detector	-		1	
10	Heat Detector	-		1	
11	Manual Call Point	-		1	
12	Response Indicator	-		1	
13	Sounder (109 Db)	-		1	
14	Hooter (Long Range) (130 Db)	-		1	

Note: 1. Submission of Rate for optional item is mandatory without which the financial bid shall be treated as incomplete and disqualified.

2. The rates submitted for optional items will not be reckoned for determining L-1 vendor.

3. Bank shall be free to compare the rate submitted for optional items with market rates and there rates will not be binding on the Bank.

Seal :

Date:

Place:

Name & Signature of the Vendor

END OF THE DOCUMENT