



**REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR HVAC SYSTEM INCLUDING NECCESARY SPARE PARTS, INSPECTION, ETC INSTALLED IN BANKS OWN BUILDING AT BARODA BHAVAN, HEAD OFFICE, VADODARA.**

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

Document Reference No: HO/FM/115/

Date: 09<sup>th</sup> November 2023

**Technical Bid**

**ENVELOPE - 1:**

**“NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR HVAC SYSTEM INCLUDING NECCESARY SPARE PARTS, INSPECTION, ETC INSTALLED IN BANK OF BARODA AT BARODA BHAVAN, HEAD OFFICE, VADODARA”**

Bank of Baroda, Head Office, Vadodara invites request for proposal (RFP) for Comprehensive Annual Maintenance Contract for HVAC system including spare parts, inspection, etc installed in Bank Of Baroda, Baroda Bhavan, Head Office, Vadodara from competent bidders who have experience in SITC and maintenance of the HVAC System. The successful bidder is supposed to provide full time qualified and experienced AC technicians for maintenance and servicing the Air-conditioning system. The contractor shall ensure that all Air conditioners are in proper working conditions throughout the contract period. The Annual maintenance Contract is comprehensive in nature, which covers services on routine basis & under breakdowns and shifting (Dismantling & re-installation) the Air-conditioners in the same premises with installation as decided by the Bank. The contract shall be for a period of -3- years with the provision to renewing yearly based on the performance and yearly review of the services provided by the agency and requirement of the Bank, unless terminated by the Bank at its own convenience by giving a prior notice of -30- days in writing to the firms without assigning any reason(s) and without any cost(s) or compensation thereof.

Prospective service provider may download the RFP document only from the Bank’s website <https://www.bankofbaroda.in/tenders/>

**A. Important Dates:**

RFP Reference Number	<b>RFP No: HO/FM/115/ Dated: 09<sup>th</sup> November 2023</b>
Bid Security / Earnest Money Deposit  Exempted for : MSME / NSIC / KVIC registered firm	Rs.19,500/- (Rupees Nineteen Thousand Five Hundred Only) to be online transferred to Bank of Baroda Account:  Account Number: – 02000400000062 Type of Account: - OD Account Bank Name: - Bank of Baroda. Branch: - ALKAPURI IFSC: - BARB0ALKAPU (Fifth character is zero)
Availability of RFP document	RFP will be available on our Bank website <a href="https://www.bankofbaroda.in/tenders/corporate-office">bankofbaroda.in/tenders/corporate-office</a> From November 7 <sup>th</sup> , 2023. The RFP may be downloaded from the RFP 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	<b>11<sup>th</sup> November, 2023 by 1600 hrs.</b> All queries to be submitted vide email only on <a href="mailto:pe.bcc@bankofbaroda.com">pe.bcc@bankofbaroda.com</a>
Pre Bid Meeting	<b>20<sup>th</sup> November, 2023</b> at Head Office, Baroda Bhavan, Alkapuri, Vadodara. <b>Time: 1100 hrs.</b>

<b>Last Date, Time and Place for receipts of bids</b>	<p>Bid Submission: <b>30<sup>th</sup> November, 2023 by 1500 hrs.</b> Late RFP will not be accepted under any circumstances including postage delay.</p> <p>Bank of Baroda, Facilities Management Department, 5<sup>th</sup> Floor, Baroda Bhavan, Alkapuri 390007</p>
Date & time of technical bid opening	<p><b>30<sup>th</sup> November, 2023 at 1530 hrs</b> <b>Bank of Baroda, 5th Floor, Head Office, Baroda Bhavan, RC Dutt Road, Alkapuri, Vadodara – 390 007</b></p>
Date and time of Financial bid opening	<p><b>Date and Time will be intimated by email to the qualified vendor after the Technical Evaluation of the Bids.</b></p>
Address for Communication	<p><b>Chief Manager (Electrical Engineer)</b> <b>Bank of Baroda,</b> <b>Facilities Management Department,</b> <b>5<sup>th</sup> Floor, Baroda Bhavan, Alkapuri 390007</b></p>
Contact person	<p><b>Chief Manager – Electrical Engineer</b> <b>(Facilities Management Department)</b> <b>pe.bcc@bankofbaroda.com</b> <b>Tele:- 0265 231 6513</b></p> <p><b>Sr. Manager – Technical</b> <b>Chief Manager – Electrical Engineer</b> <b>(Facilities Management Department)</b> <b>pe.bcc@bankofbaroda.com</b> <b>Tele:- 0265 231 6597</b></p>

- The CAMC 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 <https://www.bankofbaroda.in/tenders/> 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 Bank's website from time to time.*

## **B. Important Definitions:-**

Following terms are used in the document interchangeably to mean:

- I. Bank, Bank means "Bank of Baroda".
- II. Recipient, Respondent and Bidder, Vendor, means "Respondent to the RFP Document".
- III. RFP means RFP response documents prepared by the Bidder and Submitted to Bank of Baroda.
- IV. HVAC means "Heating, Ventilation and Air Conditioning" system (includes

- HVAC Control System, AHU System, Access Control System and related installed equipment in Baroda Bhavan building).
- V. HVAC means Heating, Ventilation and Air Conditioning.
- VI. Throughout all the documents the term 'Bid' and 'RFP' and their derivatives like Bidders, Bidder are synonymous.
- VII. "Engineer-In-Charge (EIC)" means authorized representative of Bank of Baroda.
- VIII. "Contractor" shall mean :-
- a) In the case of a Partnership firm :- Mr/Mrs/Miss \_\_\_\_\_ trading as partners in the name and style of M/s \_\_\_\_\_ and having a place of business at \_\_\_\_\_ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
- b) In the case of individual Contractor :- Shri / Smt. \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors & legal successors & legal representatives.
- c) In the case of Company: - \_\_\_\_\_ a company incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and office at \_\_\_\_\_ and shall include its successors and assignee.
- IX. "Site" shall mean the site of the contract works (Bank of Baroda, Baroda Bhavan, Head Office, Vadodara) including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.
- X. "Contract" shall mean the following documents, all duly signed, collective in that order of precedence.
- a. Articles of Agreement
- b. Letter of acceptance of RFP / Award of Work
- c. The Bid including Addendum if any
- d. Special Conditions of Contract
- e. General Conditions of Contract
- f. Priced Bill of Quantities
- g. Technical Specifications (including any further instructions by Engineer / EIC)
- h. Drawings (RFP drawings / Working drawings issued during construction).
- XI. "Notice in writing" or "written notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- XII. "Works" means the permanent works described in the "Scope of Work" and / or to be executed in accordance with the Contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor under the contract.
- XIII. "Specification" means the specifications given in these documents including relevant Indian standard specification where so required and where such a specification is not available, the specification will be provided and approved by the Bank.
- XIV. "Period of Maintenance" shall mean the period of 365 (Three hundred Sixty Five) days (per year) calculated as certified by the Engineer-in-Charge.
- XV. "Urgent Works" means any urgent works, which in the opinion of the Engineer-In-Charge / Engineer becomes necessary at the time of contract and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure or services or required to accelerate the

progress of work for which becomes necessary for safety and security or for any other reason, the Bank may find it necessary.

- XVI. "Approved" means approved in writing; "Approval" means approval in writing.  
XVII. "Month" means calendar month.  
XVIII. "Week" means seven consecutive calendar days.  
XIX. "Day" means a calendar day beginning and ending at 00 Hours and 24 hours respectively,  
XX. "Contract Value / RFP Value" means the total value of the RFP as accepted by the Bank.  
XXI. Interpretations / Marginal Note / Heading / Catch Lines.

The Marginal Notes, Headings and in the catch lines hereto and in the tender hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the tender hereto.

The Contractor will have to carry out and complete the said work in every respect in accordance with this contract.

Words imparting the singular only also include the plural and vice versa where the context requires.

**Further "Addendum" shall be issued on Bank's website only and bidder has to refer the same before final submission of the RFP.**

**The vendor can inspect the site and system installed at our office if desired so, during office time up to 28<sup>th</sup> November, 2023 with prior permission from the Facilities Management Department before filing 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 RFPing 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.**

**REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR HVAC SYSTEM INCLUDING NECESSARY SPARE PARTS, INSPECTION, ETC INSTALLED IN BANKS OWN BUILDING AT BARODA BHAVAN, HEAD OFFICE, 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 agency / Vendor for Comprehensive Annual Maintenance Contract for HVAC system installed in Bank of Baroda, Baroda Bhavan, Head Office, Vadodara.
- The purpose of the BANK OF BARODA behind this RFP is to seek a detailed technical and commercial proposal from the experienced vendors having experience in similar type of work.
  - 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. 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. Please sign all the pages of the RFP including each page of the proposal form.
- II. There should be no cutting / over writing. The cutting / over writing, if any, should be duly attested.
- III. The prospective bidder should be a registered company / firm including Service Providers, manufacturers (OEMs) and or their authorized suppliers and dealers (Having authorization from OEM for HVAC equipment installed at Baroda Bhavan Premises).
- IV. The bidder should have authentic PAN, GST etc. allotted by competent authorities.
- V. Certificate of statutory competent authority regarding Registration and Incorporation, Memorandum & Article of Association, Partnership Deed etc is a must.
- VI. Minimum average yearly turnover of Rs. 19.50 Lakhs yearly during last three years for a work of similar nature.
- VII. The bidder should have minimum Five (5) years' experience in the field of Supply, Installation, Commissioning and Testing of HVAC System and Annual Maintenance Contract for HVAC as required by the bank, as on 30/09/2023.
- VIII. **Work Executed.** The bidder shall have carried out similar work of Annual Maintenance Contract for HVAC in multistoried commercial building having area of more than 1 Lakh sq. ft. during last -05- financial years as under:
  - a. One similar work of 80% of estimated cost i.e. Rs. 15.60 lacs OR
  - b. Two similar works of 50% of estimated cost i.e. Rs. 9.75 lacs OR
  - c. Three similar works of 40% of estimated cost i.e. Rs. 7.80 Lacs.
- IX. **Product Certification:** The products of the bidder should have latest BIS certifications. The products should be based on latest technology for the specific requirement.
- X. **OEM dealership certificate:-** The bidder should have dealership authorized for back to back support certificate of the OEM and copy of the same should be submitted with this

tender (In absence of the copy of dealership certificate from the OEM the bid will be disqualified). Bank shall verify the genuinity of the certificate.

- XI. **OEM Certificate.** The bidder should have to submit OEM authorization letter from original equipment manufacturer (i.e. Daikin / Kahems / Samsung / Any other) in prescribed format as per **Annexure “III”**.
- XII. **Supply & Installation:** The applicant should be able to supply and install the products as per the tender specifications by themselves. No subletting of the work is permissible.
- XIII. **Local Office:** The bidder should have their office in Gujrat state which should be more than one year old. The proof that the office should have (Office registration certificate/Lease/Rent agreement) to be enclosed along with technical bid.
- XIV. Documentation (Product Brochures, leaflets, manuals etc.)
- XV. **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.
- XVI. 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 Duties:**

Bank proposes to maintain its existing HVAC system installed in its Baroda Bhavan, Head Office, Vadodara for a period of -3- Years under Comprehensive Annual Maintenance Contract. The HVAC (Heating, Ventilation and Air Conditioning) system in this building includes: -3- Chillers (Model code: Daikin Make - EWAD690TZXS020), -5- Scroll Chillers (Model Code: Kahem make - KRISCOOL MINI 80 80 C), -1- Samsung DVM unit (Model Code: AM140FXVAGH/TL), AHU units and allied equipments. Software and hardware integration and ensuring compatibility of new / alternate equipment shall be the responsibility of the vendor.

Vendors willing to undertake the job only need to apply against this RFP.

The Vendor shall carry out Periodical Maintenance under CAMC and upkeep of following systems with 100% functionality associated with HVAC System:

Followings are to be carried out:

#### **A) Routine Preventive Maintenance Schedule To be submitted:**

- 1) Schedule to cover manufacturer's recommendation and/or common Engineering Practice (For all Plant and Machinery under Contract) and as per IS Code of Practice.
- 2) Plant and Machinery History Card giving full details of Equipment's and frequency of Checks and Overhaul.
- 3) Monthly status Report
- 4) To provide a list of spares required during Maintenance Period to Client/Bank.

#### **B) Operation Procedure:**

- 1) 12 Hours a Day, Year round.



- 2) All equipment's to be operate as per mutually agreed programme.
- 3) Proper Entry and Upkeep of relevant Log Books.
- 4) Maintain Complaints Register. Submit weekly Report.
- 5) Proper Housekeeping of Plant/AHU area a as under the Contract).
- 6) Prepare Daily Consumption Report and Summary of Operation.
- 7) Attending to Complaints within -1- hour of Reporting for LV side operation and within -48- hours for High side equipment's / systems.
- 8) Replacement of parts due to Manufacturer or Material Defects and normal Wear and Tear During the defect liability period

**C) Manpower:**

- 1) Service Engineer of OEM to visit periodically i.e. every Three Months & in case of failure of system/equipment's viz. Chillers, Pumps, Control panels, AHU and related HVAC equipments.
- 2) Statutory requirements of EPF, ESIC and other applicable Labour Laws, insurance to be complied with and monthly Certification to that effect to be submitted.
- 3) Duty Allocation and Roaster Control shall be Contractor's responsibility.
- 4) No over time shall be payable by Owner for any reason whatsoever.  
-1- nos. ITI Mechanical / HVAC Holder with minimum -3- years of experience for Operations and Maintenance of Chillers, Pumps, AHUs and other equipment's. The Bank will provide office cum maintenance space with Telephone and internet facility, if desired free of cost.

**D) Shut Downs:**

- 1) Routine Shut Downs shall be permitted only with prior permission.

**E) Training:**

- 1) On job training at site on all aspects of operation, Programming and Maintenance shall be provided by the Contractor to the Banks/their agents/managers.

Following HVAC Control System (Honeywell make) is available with us, contractor has to co-ordinate with the BAMC vendor during the CAMC period.

S.No.	System / Equipment / Component	Quantity (nos.)
1.	Supervisory Software with the below mentioned capabilities 1. Supports unlimited users over internet / intranet. 2. Optional enterprise level data archiving using SQL, MYSQL, CSV, Oracle, DB2 database. 3. Audit Trail for all system function such as database backup, scheduling, energy management routines. 4. Alarm Processing and routing including email alarm. 5. Integration 6. Built in tools for graphics, data management etc.	01 set
2.	Optional SMS Alarm Notification Module	01 set
3.	Central Server Xeon Intel® Xeon® E3-1220 v3 (3.1GHz / 4-core / 8MB / 80W) with 500 GB SATA storage, 4 GB RAM, 3.5 simple swap DVD Rom, RAID 1 Built in, Rack Mount with Server Database, OS & loaded with lifetime license.	01 set
4.	PC with FT colour monitor, keyboard, mouse etc.	01 set
5.	9 Inch Five Points Multi Touch Capacitive Screen (800 x 480 pixel, 16:9), RAM : DDR3 512MB Nand Flash : 4GB, Google Android 4.0.3, Support Flash 11.1 based Portable Hand Held terminal along with mounting accessories to mount on DDC Panel if required.	01 set

6.	1) Chiller VFD	01 set
	2) AHU VFD	01 set
	3) MLTP Incoming Breakers	01 set
	4) MLTP Outgoing Breakers	01 set
	5) DG Set VFD	01 set
7.	1) Immersion Type Temperature Sensor	06 nos.
	2) Pressure Sensor for Chiller Header	02 nos.
	3) Outdoor Temperature and R Sensor	01 nos.
	4) Duct Type Temperature Sensor	32 nos.
8.	All related infrastructure, connectivity, equipment, switches and ports.	-

**Activity covered under Comprehensive Contract:**

1. Quarterly servicing & overhauling, greasing of Air conditioners every year during contract period.
2. All Breakdown calls will be attended within 24 hrs during the Contract period including Bank's holidays, Saturdays & Sundays.
3. All Safety controls parts inspection, cleaning, repair / replacement etc.
4. Air filters cleaning, inspection, servicing, repair / replacement etc.
5. Cooling coil inspection, cleaning, servicing, repair / replacement etc.
6. Blower motor inspection, cleaning, servicing, repair / replacement etc.
7. Inspection, cleaning, servicing repair / replacement of electrical items and control wiring (PCB) etc.
8. Top up of cooling Gas / Refrigerant gas charging as and when required
9. Condenser fan motor inspection, cleaning, servicing, repair / replacement etc.
10. Condenser coil inspection, cleaning, servicing, repair / replacement etc.
11. PCB circuit inspection, checking, repair / replacement
12. Repairing / Replacement of compressor, fan blower motor from OEM.
13. Replacements of starting relay / overload relay / copper piping insulation etc.
14. Repairing / replacement of swing motor , transformer & magnetic switch
15. Dismantling / relocation of window / Split Air conditioners/Cassette/ Package/Ductable/VRF etc. in the same premises shall be considered in the quoted rates of AMC.
16. However, charges of refrigerant pipe, gas charging, insulation, interconnection cables and drain pipes will be paid extra on actual at prevalent market rates.
17. All HVAC equipment servicing / replacement.
18. Major repairs / Replacement of Air conditioners due to aging / electrical faults of equipment.
19. Repairing / replacement of Water piping, sheet metal ducting, grills, diffusers, masonry work, carpentry work & M.S. welding work etc.
20. Repairing / replacement of Electrical cabling, switches and electrical accessories connected with air conditioner system.
21. Repairing / replacement of Copper pipe & Insulation, False ceiling work and painting etc.
22. Repairing / replacement of all HVAC related equipment's installed.

All tools & tackles and cleaning materials required shall be arranged by the contractor.

**Manpower Required:**

As listed in point no. C under scope of work and duties, contractor shall arrange -1- dedicated technician during CAMC period having ITI Mechanical / HVAC Holder with minimum -3- years' experience for Operations and Maintenance of Chillers, Pumps, AHUs and other equipment's.

**Additional conditions of contract:**

- i. To carry out preventive maintenance and checks of all the component / equipment of the HVAC System, related AC connections and also to carry out necessary repairs, if required, every three months - within first week of quarterly cycle.

- ii. To attend to any break down call on occurrence. - Within -4- hours.
- iii. This CAMC will be comprehensive, therefore, AGENCY / VENDOR will supply all the components required for maintenance and repair if, including in CAMC contract.
- iv. Failure of parts caused by wear and tear under their normal usage will be made good by the vendor / Agency and replaced free of cost under this contract thus justifying its name of Comprehensive AMC. The defective parts could be detected during the on call service or scheduled service or during the preventive annual maintenance but Bank assured of free replacement under the contract.
- v. A log book will be maintained wherein details of all the maintenance, activation, checks and repairs carried out will be maintained by your service engineers / service staff and a counter signature will be obtained from our Engineer in-charge / Security Officer / Fire Officer.
- vi. If any equipment taken by the vendor / agency for any repair, same will be temporarily replaced by a service unit of similar kind by vendor / agency.
- vii. To attend to any other maintenance job on the installations referred above, which may not have been specified here, however, if situation warrants so, to keep the system in the trustworthy operational condition.
- viii. Unless otherwise mentioned in the RFP documents, the following work shall be done by the contractor and therefore, their cost shall be deemed to be included in their RFP cost, whether specifically indicated in the schedule of work or not:
- ix. All the jobs given to the agency shall be taken up on priority basis without any delay by mobilizing all the resources immediately at site.
- x. If the job is delayed beyond the given schedule, Bank shall be at its discretion to execute job through any other suitable agency at the risk and cost of the original agency.
- xi. Bidder has to visit the site compulsorily during office time up to 26<sup>th</sup> November, 2023.
- xii. All HVAC related equipment installed at site shall be covered under CAMC.

✓ 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. Rates quoted in this tender shall be inclusive of cost of materials, labour, supervision, erection, tools, plant, scaffolding, insurance, structural engineer certificate, service connections, transport to site, taxes, SITC and levies, breakage, wastage, excavation, refilling, bedding, encasing, transportation of lifts/leads and all such expenses as may be necessary and required to completely do all the items of work at site and put them in a working condition.
- II. The rate quoted for carrying out CAMC for HVAC installed must be inclusive of all the charges i.e Transportation, Technician fee, TA / DA and any other expenses necessary whatsoever but excluding GST.
- III. **The successful bidder shall have to deposit 5% of total work award value as Performance Bank Guarantee with grace period of -3- months (valid for -3- years from the date of commencement of CAMC), which in the event of not carrying out the contracted services, as per terms and condition of the RFP, shall be forfeited.**
- IV. The rates quoted shall be binding for -3- year from the date of awarding of the contract and no increase whatsoever will be considered.
- V. Vendors should comply with all the guidelines in vogue at the time of applying and during the currency of contract period.
- VI. The RFP document must be filled in English. If any of the documents are missing or

un-signed in price bid, the RFP shall be considered invalid. In case of technical bid, the details of incomplete or missing documents will be intimated to the bidder and the bidder has to submit all those documents within 2 days after communicating the same, otherwise the RFP will be rejected.

- VII. The bidder, apart from being a competent contractor must co-ordinate himself with all the agencies as and when required.
- VIII. Before quoting, the bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site, including installations of tools and plants (T&P) and local authority regulations / restrictions if any, conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Bank in any circumstances.
- IX. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / execution of work.
- X. The successful bidder shall execute an agreement on non-judicial stamp paper with Bank in accordance with the standard format enclosed (Articles of Agreement) within 07 days from date of issue of work order failing which the bidder's EMD may stand forfeited.
- XI. Bank's decision should be final and binding to bidders / contractors.

## **5. Information Provided**

- I. Technical requirements elaborated in tender to be submitted with the offer letter.
- II. 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 advisors 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.
- III. 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. Rates & Discrepancies etc.**

- I. The contractor shall quote the rate after careful examination RFP documents.
- II. The bidders shall quote the rates both in figures and words. If some discrepancies found between the rates quoted in figures and words, the following procedure shall be adopted for checking and arithmetic calculation:
  - a. When there is difference between the rates in figures and words, the rates, which correspond to the amount worked out by the bidder, shall be taken as correct.
  - b. When the rates quoted by the bidder in figures and words tally but amount is incorrect, the rate quoted by the bidder in words shall be taken as correct.
  - c. When it is not possible to ascertain the correct rate by either of the above methods, the rates quoted in words shall be taken as correct.
  - d. All erasures and alterations made while filling the RFP must be attested by initials

- of the bidder. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the RFP void at the Bank's option. No advice of any change in rate or conditions after opening of the RFP will be entertained.
- e. In case the contractor has not quoted both rate and amount for any items, then the maximum of the quotes for that item by other bidders shall be taken for assessing the value of his RFP. Further, in case he is awarded the work, the rate for the said item shall be payable as per the lowest rate quoted by other bidders.
  - f. The rate quoted shall be inclusive of all material, labour, profit, tools and tackles, lead and lift, transportation, cutting etc complete including all the taxes, duties, cess, excise, octroi, LBT, etc. The GST will be paid over and above quoted rates as per the prevailing rates to the contractor on production of necessary documents.
- III. The Bidder shall not be entitled to any compensation for any loss suffered by him on account of delays, in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub- contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works. The Bank does not accept liability for any sum towards loss of overheads & profits of the contractor besides the accepted amount, subject to such variations as are provided for herein or as deemed fit to Bank. However, necessary time extension will be allowed if the delay is not attributable to contractor.
- IV. The Bidders shall before submitting their bids carefully examine the RFP Documents and if there should be or appear to be any ambiguity in / or discrepancy between any of these documents, he shall immediately refer the matter to the Bank for clarification before submission of RFP. However, in case of any discrepancies between Specifications and yearly charges, yearly charges shall supersede the others for quoting of rates.

## **7. Forms & Documents**

- I. The bidder must use only the forms issued by the Bank to fill the rates.
- II. The RFP Form and the documents attached to it shall not be detached one from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto.
- III. All documents of the RFP are to be read in conjunction with each other and rates quoted by the bidder shall take this aspect into consideration.

## **8. Signing of Documents**

- I. Each page of the RFP documents should be signed by the person or persons submitting the RFP in token of his / their having acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Any RFP with any of the documents not signed will likely be rejected.
- II. The RFP submitted on behalf of a firm shall be signed by all the partners of the firm or by a person who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the RFP may be rejected by the Bank
- III. RFP shall contain full address, Telephone nos., Fax No. for serving notices / addendums required to be served to the Bidder in connection with the RFP.
- IV. Power of Attorney in the name of person(s) who has / have signed the RFP document.

**9. For Bidders Only**

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

**10. 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.

**11. 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.

**12. 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.

**13. 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 Heating, Ventilation and Air Conditioning (HVAC) system installed in Bank of Baroda, Baroda Bhavan, Head Office, Vadodara.
- b. Bank will examine each RFP to satisfy whether - i) has been properly signed, ii) is accompanied by required scrutiny and documents and their correctness. A substantially responsive RFP is one, which conforms to all terms, condition and specifications of RFP Documents without material deviation or reservation. The RFP Evaluation will be as under:-
  - i. The RFP which does not fulfill the submission of documents of Information & Instruction to Bidders or elsewhere in the RFP document will be treated as unqualified and will be rejected.
  - ii. The Bidder whose documents are found in order and satisfactory (As per tender terms) as stated above will be treated as responsive RFPs and the Price Bid of responsive RFPs will only be opened.
- c. During evaluation Bank may ask for any clarification or documents including breakdown of unit rates to the bidder but no change in the price or substance of the bid will be sought.

- d. Bank will award the contract to the Bidder whose bid has been determined to be substantially responsive and whose offer has been found lowest after arithmetical checking
- e. 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.

#### **14. 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**

- a. All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications and other relevant codes and standards.
- b. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.
- c. Comply with latest standards and norms.

#### **13. Earnest Money Deposit (EMD)**

- a. The EMD shall be denominated in Rupees and the bidder shall submit the EMD of INR 19,500/- (Rupees Nineteen Thousand Five Hundred Only) by RTGS/NEFT/IMPS only. Any bid without EMD will not be considered under any circumstances.
- b. EMD would be kept in a separate envelope duly superscripted "COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) INSTALLED IN BANK OF BARODA, BARODA BHAVAN, HEAD OFFICE, VADODARA" along with the Name of the Bidder.
- c. MSME / NSIC registered firm will be exempted from EMD and RFP 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 opening of financial 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 ([pe.bcc@bankofbaroda.com](mailto:pe.bcc@bankofbaroda.com)). 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 website before final submission of bids.
- b. 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.
- c. 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.
- d. 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. Sealed envelope containing Offer Letter and technical bid, **"ENVELOPE No.1"** shall be superscribed, **"Technical Bid for Comprehensive Annual Maintenance Contract for Heating, Ventilation and Air Conditioning (HVAC) Installed in Bank of Baroda, Baroda Bhavan, Head Office, Vadodara"** and shall contain technical bid only.

##### **"ENVELOPE No.2"**

- II. Sealed envelope containing Financial Bid, **"ENVELOPE No.2"** shall be superscribed **"FINANCIAL BID for Comprehensive Annual Maintenance Contract for Heating, Ventilation and Air Conditioning (HVAC) Installed in Bank of Baroda, Baroda Bhavan, Head Office, Vadodara"** and shall contain the following:
  - Rates for **Comprehensive Annual Maintenance Contract for Heating, Ventilation and Air Conditioning (HVAC) installed in Bank of Baroda, Baroda Bhavan, Head Office, Vadodara**, only in the format given in the RFP 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 RFP document. Financial Bids of only those bidders who qualify in the technical evaluation will be opened.



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

- a. If EMD is not submitted
- b. If RFP 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 **tender**
- 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 five years for services provided to any institution preferably PSUs/PSBs and should submit report of satisfactory service from them.
- f. **The total rates stated in financial bid shall be considered for financial evaluation of the Financial Bid of the RFP.** 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. Bidder not qualifying minimum eligibility criteria as per this tender document will not be eligible for financial bid opening.
- h. The Bank does not bind himself to accept, the lowest or any RFP and reserves to itself the right to accept or reject any or all the RFPs, either in whole or in part, without assigning any reasons for doing so. The Bank also has the right to re-invite the RFP at his sole discretion.

**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 Bank.

**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/s 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.
- The decision of Bank in awarding the work shall be final and cannot be subjected to arbitration.
- Bank reserve rights to delete/add any item in financial bid during execution of work.

**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.
- b. It would be mandatory for L1 Bidder to accept the work awarded by the Bank, if failed the EMD would be forfeited.
- c. The successful L-1 Bidder shall deposit by RTGS/NEFT a sum equal to 2% of the accepted Contract value within -7- days of issue of letter of Acceptance / Work Order failing which the Bank at his discretion may revoke the letter of Acceptance / Work order and forfeit the Earnest Money Deposit.
- d. Successful L1 bidder has to provide unconditional Performance Bank Guarantee of 5% of work award value from any Schedule Commercial Bank excluding Co-operative Bank and Bank of Baroda.
- e. In case the RFP is cancelled, Bank of Baroda reserves the right to take appropriate decision, including calling up of fresh RFPs.
- f. 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 fails to enter into contract with the Bank within the stipulated time, Bank reserves the right to cancel the order and cancel the RFP.
- g. Failure of the successful Bidder 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.
- h. The Bank reserves the Right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fail to meet the terms of this Bid or contracts entered in to with them.

## **21. Claims for additional expenses**

Contractor have to take prior approval in writing from Bank before execution of additional / non-scheduled work, no payment shall be paid for such type of work.

## **22. Payment Terms**

Payment of the CAMC charges of Heating, Ventilation and Air Conditioning will be done on quarterly yearly basis after recommendation from the Engineer In-charge / Security / Fire Officer of the Bank and bill amount would be released only after satisfactory completion of Quarterly Maintenance work and timely rectification of all the faults.

## **23. Performance Bank Guarantee**

- a. The successful L-1 bidder shall have to deposit 5% of CAMC of -3- years cost as Performance Bank Guarantee with grace period of -3- months (valid till completion of CAMC period), which in the event of not carrying out the contracted services, as per terms and condition of the RFP, shall be forfeited.
- 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.

- c. During the period of contract including CAMC 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 CAMC.

#### **24. Contract Period**

- a. 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.
- b. Any offer falling short of the contract validity period of -3- Years, from the date of project sign off, is liable for rejection.

#### **25. Agreement**

The service provider shall be required to enter into an agreement with bank, based on terms and conditions mentioned in the RFP document. The agreement can be extended upto -1- Year in case of any eventuality and accordingly performance bank guarantee shall be extended for the same period.

#### **26. Cancellation of Contract**

- a. The Bank reserves the absolute right to cancel the contract with the selected bidder at anytime during the contract period, by giving a written notice of at least one (01) Month, for any valid reason, including but not limited to the following reasons:
- Delay in execution of activities prescribed by the Bank without adhering to given process timeline / quantity.
  - Discrepancies / deviations in the agreed process and / of products.
  - Violation of terms and conditions stipulated in this Bid / Contract.
  - Unsatisfactory performance of the bidder.
  - If work is not executed as per standards and norms applicable in India
  - Any other valid reason.

#### **27. Penalties and Liquidated Damages:**

- 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.
- If the vendor fails to complete the due performance as per the contract / work order, Bank reserves the right to terminate the contract and recover Liquidated Damages 5% of contract value.
- Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.
- The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the bank and Force Majeure. However it is the responsibility of the vendor to prove that the delay is attributed to BANK and Force Majeure. The decision taken by BANK in this regard shall be final and vendor shall not dispute the same.
- If the vendor fails to perform its obligation as per this Agreement then BANK

reserves the right to get the balance work executed by another vendor as per choice of BANK and vendor shall be liable to bear the expenditure which BANK may incur for the execution of balance work and its completion.

**28. 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 RFP 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.

**29. 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.

**30. 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 Chief Manager – (Electrical Engineer), Facilities management Department at [pe.bcc@bankofbaroda.com](mailto:pe.bcc@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.

**31. Indemnity**

The bidder 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 Bidder under this assignment ; and/or
- Negligence or willful misconduct of the Bidder 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 Bidder, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder 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 Bidder under this assignment; and/or

- breach of confidentiality obligations of the Bidder ; 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 Bidder 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 Bidder 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 Bidder under this assignment.

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

### **32. Dispute Resolution**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, manner or thing whatsoever in any way arising out for relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, Termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Interior Designer or in case the contractor wants to dispute the validity of
- ii) any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Chief Manager, Bank Of Baroda and endorse a copy of the same to the Interior Designer, within 30 days from the date Of disallowance thereof or the date of deduction or recovery. the said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Chief Manager, Bank of Baroda in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Chief Manager, Bank of Baroda in writing in the manner and within the time as aforesaid.

- iii) The Asst. General Manager / Chief Manager, Bank of Baroda shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of Chief Manager, Bank of Baroda submit his claims to the conciliating authority namely the Dy. General Manager, Bank of Baroda for conciliation along with all details and copies of correspondence exchanged between him and the Chief Manager, Bank Of Baroda.

### **33. Arbitration**

If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of -30- days of termination thereof shall give a notice to the concerned Dy. General Manager, Bank Of Baroda, Baroda Corporate Centre, BKC Mumbai of the Bank for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the General Manager, Bank of Baroda, Corporate Centre, BKC Mumbai. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank officer and that he had to deal with matter to which the contract relates in the course of his duties as Bank officer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid by the said General Manager, Bank of Baroda. Such person shall be entitled to proceed with the reference from the stage at which it was left by his Predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such General Manager, Bank of Baroda, Corporate Centre, BKC Mumbai as aforesaid should act as Arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re - enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the

arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

#### **34. 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.**

**Guidelines issued by Govt. for COVID-19- Contractor has to strictly follow all the guidelines issued by the local/state/ central or any concern department for COVID-19.**

#### **35. In Respect of Damage to Person and Property:-**

The Contractor shall be responsible for all injury to persons, animal or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any subcontractor or of any of his or a sub-contractor's employee whether such injury or damage may arise from carelessness, accident or any other cause whether in any way connected with the carrying out of this contract. This clause shall be held to include inter alia any damage to building, whether immediately adjacent or otherwise, any damages to roads, streets, footpaths, bridges, or ways as well as all damage to the buildings and works forming the subject of this contract by first or other inclemency weather. The contractor shall indemnify the Bank and hold him harmless in respect of all and

Any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of any award of compensation or damages consequent upon such claim. The Contractor shall reinstate all damage of every spot mentioned in this clause so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

#### **36. Labour Laws**

The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Bank indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Bank is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, Bank shall have the right to deduct from any money due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Bank, responsibility in connection with the employees of the contractor, who shall, in no case, be

treated as the employees of the Bank at any point of time.

### 37. Force Majeure

Conditions of Force Majeure: The terms “Force Majeure” as employed herein shall mean act of God, war, revolt, riot, fire, flood and Acts & Regulations of respective Governments of the two parties namely the Employer and the Contractor.

Note : ‘Typhoon’, ‘Cyclones’, ‘Hurricanes’, ‘Tornado’ are covered under act of God. In the event of either party being rendered unable by force majeure to perform any of obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period of delay, which is directly caused by such Force Majeure event.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within (72) seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period of delay, which is directly caused by Force Majeure event. The party who has given such notice shall be executed from timely performance of its obligations under the Contract, for so long as the relevant event of Force Majeure continues and to the extent that such parties performance is prevented, hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Contract and so to fulfill its obligations under the Contract.

If works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than (2) two months, the Employer shall have the option of cancelling or terminating this Contract in whole or part thereof at Employer’s discretion. Upon such termination provisions of Clause 39 shall apply.

Delay or non-performance by a party hereto caused by the occurrence of any of Force Majeure shall not:

- a) Constitute a default or breach of the Contract,
- b) Give rise to any claim for damages or additional cost or expense occasioned thereby : if such delay or non-performance is caused by the occurrence of any event of Force Majeure. Force Majeure conditions shall not be payable under any circumstances.



**(On the Agency's Letter Head) OFFER LETTER.**

PLACE :

DATE : .

To,  
The Chief Manager,  
Bank of Baroda,  
Facilities Management Department,  
5th floor Baroda Bhavan,  
Alakpuri Baroda – 390005.

Dear Sir,

Having examined the Specifications, RFP document and site relating to the Comprehensive Annual Maintenance works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the RFP, I / We hereby offer to carry out Comprehensive Annual Maintenance works specified in the said memorandum within the time specified at the rates mentioned in the Priced bid or any agreed rates on negotiation and in accordance in all respects with the specifications, designs and instructions in writing referred to in conditions of contract, to the form of RFP, articles of agreement, Addenda, Bill of Quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

1. Description of works:

- a. Request for Proposal document ('RFP document' or RFP) for Comprehensive Annual Maintenance Contract for Heating, Ventilation and Air Conditioning (HVAC) installed in Bank of Baroda, Baroda Bhavan, Head Office, Vadodara
  - b. Earnest Money Deposit: **Rs. 19,500/- (Rupees Nineteen Thousand Five Hundred Only). (Exempted for valid certificate of NSIC/MSME/KVIC)**
  - c. Initial Security Deposit: 2% of the Contract Value by Bank Demand Draft within -7- days of issue of LOA / Work Order.
  - d. Performance Guarantee: 5% of total CAMC cost in the form of Bank Guarantee from any Nationalized Bank within -15- days of receiving of Work Order CAMC for period of -36- months.
2. Should this RFP be accepted, I / We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to Bank of Baroda the amount mentioned in the said conditions.
3. I / We have deposited a sum of Rs. 19,500/- (Rupees Nineteen Thousand Five Hundred Only) as earnest money. I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by Bank of Baroda.
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.**

**We also confirm that the above products meet the Technical specifications/ features, as per the RFP.**

Yours faithfully,

**Authorized Signatories**  
**(Name & Designation, seal of the firm)**  
**E-Mail address Contact No**

**Bidder's Profile**

**Work: Comprehensive Annual Maintenance Contract for Heating, Ventilation and Air Conditioning (HVAC) installed in Bank of Baroda, Baroda Bhavan, Head Office, Vadodara.**

**MANDATORY TECHNICAL REQUIREMENT**

S.No	Description	Information from the Vendor
1.	Name and Address of the Firm	
2.	Telephone Nos. & Email Id.	
3.	Type of Firm: <b>(Sole Proprietorship/Partnership/Ltd. Co./Other)</b>	
4.	Name of Contact Person with contact number in relation to this RFP:	
	Company / Firm Registration	
	OEM Details Name of contact person Contact No Email Id	
5.	Address & Tel. No. of the Branch/Service Centre in Vadodara:	
7.	GST No.	
8.	PAN No.	
9.	The Turnover of the Firm for the last - 3- Years for the similar nature of works	Minimum average turnover of Rs. 20 Lakhs during last three years for a work of similar nature.
	<b>Year</b>	<b>Turn Over amt. in Lakhs (in Rs.)</b>
		<b>Audited Balance Sheet (att. Copy)</b>
	2020-21	
	2021-22	
	2022-23	
10.	Name of Banker with address Account Details	

11.	Details of work carried out for previous clients (attach copy)			
	<b>Year</b>	<b>Name of Organization</b>	<b>Type of Work</b>	<b>Amount</b>
	(i)			
	(ii)			
	(iii)			
12.	No. of Authorized Technical Staff with certificate			
	<b>Name of person</b>	<b>Qualification</b>	<b>Designation</b>	<b>Total Experience in the Firm</b>
13.	a) Has your company/firm been ever blacklisted in past 3 years. Give details if Yes.			
	b) If No, a <b>certificate</b> 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.	minimum Five (5) years experience in the field of Supply, Installation, Commissioning and Testing of Heating, Ventilation and Air Conditioning and Annual Maintenance Contract for HVAC as required by the bank, as on 01/06/2023			
16.	Weather any of the family members working with Bank of Baroda (if Yes, Give Details)			<b>YES/NO</b>
17.	EMD Details Amount Transaction No Date Bank			

**OEM AUTHORISATION**  
**LETTER**

Original Equipment Manufacturer's authorization letter (in Original Letter Head of OEM)  
To,

The Chief Manager,  
Facilities Management  
Department,  
Head Office, Baroda Bhavan,  
RC Dutt Road, Alkapuri,  
Vadodara – 390 007

Sir,

**Subject : Direct Manufacturers  
Authorization  
Ref :  
RFP No:  
dated-----**

**Name of Work:** Comprehensive Annual Maintenance Contract for Heating, Ventilation and Air Conditioning (HVAC) installed in Bank of Baroda, Baroda Bhavan, Head Office, Vadodara.

We....., an \_\_\_\_\_ (make) established and reputable manufacturer of Access Control \_\_\_\_\_ System/ CCTV System / HVAC Control System having Corporate/Registered office at .....(address of OEM) do hereby authorize ..... (name of service provider) and having their Office at(service provider's address) as our representative to execute the captioned work and authorize the said firm to act on our behalf in fulfilling any or all Supply, installation, technical support and maintenance obligation as required by the contract / Work.

We hereby confirm to extend our support for the said Comprehensive Annual Maintenance Contract services for three years from that date of contract/ work order.

Yours faithfully,  
For .....

Signature of Officer Authorized to sign this Document on behalf of the OEM.

**Financial Bid**  
**ENVELOPE - 2 :**

Annexure "IV"

ENVELOPE - 2

REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR HVAC SYSTEM INCLUDING NECESSARY SPARE PARTS, INSPECTION, ETC INSTALLED IN BANKS OWN BUILDING AT BARODA BHAVAN, HEAD OFFICE, VADODARA

**FINANCIAL BID**

**Comprehensive Annual Maintenance Contract (CAMC) of Heating, Ventilation and Air Conditioning (HVAC)**

S.No.	Description	CAMC Amount (Excluding GST)	CAMC Amount (In Words) (Excluding GST)	GST %	Total Amount (Including GST)
1.	1 <sup>st</sup> Year				
2.	2 <sup>nd</sup> Year				
3.	3 <sup>rd</sup> Year				
	<b>Total Amount</b>				

\*Note: No advance payment will be made by the Bank.

<b><u>GRAND TOTAL ANNEXURE (VII)</u></b>	<b>Rs.</b> _____
<b><u>GRAND TOTAL IN WORDS (excluding GST) ANNEXURE (VII): Rupees</u></b> _____	

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

Seal:

Date:

Place:

Name & Signature of the Vendor

**END OF DOCUMENT**