

**RFP for
Shortlisting of Service Provider
for Annual Maintenance Contract of
Fire Hydrant and Sprinkler System Installed at**

**Baroda Sun Tower
Bandra Kurla Complex
Mumbai**

**Bank of Baroda,
Baroda Corporate Centre
C-26, G-Block
Bandra Kurla Complex
Bandra (East),
Mumbai - 400 051**

Document Reference No: BCC/SEC/111/S-18/ 80
Dated: 23rd January 2019

Contents

NOTICE OF RFP	3
1. Introduction	5
2. Eligibility Criteria:	5
3. Scope of Work and Flow Chart:.....	5-6
4. General Terms and Conditions.....	7
5. Information Provided	7
6. For Bidders Only.....	8
7. Costs Borne by Bidders.....	8
8. No Legal Relationship	8
9. Recipients' Obligation to Inform Itself	8
10. Evaluation of Offers	8
10. Acceptance of Terms.....	8
11. Standards	8
12. Earnest Money Deposit (EMD) & Non Refundable BID Document Fee	8-9
13. Pre-Bid Meeting, Clarifications & Amendments.....	9
14. Submission of RFP:.....	9
15. Evaluation Process:	9-10
16. Validity of Bids:	10
17. Bank's right to accept any Bids and to reject any or all bids	10
18. Contacting the Bank	10
19. Award and Signing of Contract.....	10-11
20. Payment Terms	11
21. Security Deposit	11
22. Contract Period.....	11
23. Agreement.....	11
24. Cancellation of Contract.....	12
25. Bank of Baroda reserves the right to	12
26. Inspection of Facilities	12
27. Grievance Redressal	12
28. Indemnity	12-13
29. Dispute Resolution	13
30. Governing Laws	13
Annexure – A	14
Annexure – B	15-16
Annexure – C	17
Annexure – D	18-19

NOTICE OF RFP

A. Notice inviting RFP for Shortlisting of Service Provider for Annual Maintenance Contract for Fire Hydrant and Sprinkler System installed at Baroda Sun Tower, BKC, Mumbai

- I. The Chief Security Officer, Bank of Baroda, Corporate Office, Mumbai invites bids for the Annual Maintenance Contract for Fire Hydrant and Sprinkler System installed at Baroda Sun Tower, BKC, Mumbai. The empanelment will be for a period of 3 years.

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

Assistant General Manager & CSO

Bank of Baroda
Security Department, Ground Floor
Baroda Corporate Centre,
C-26, G Block, Bandra Kurla Complex,
Mumbai – 400 051
Tel: 022-66985196; email chiefsecurityofficer@bankofbaroda.com
Tel: 022-66985006/5015; email security.bcc@bankofbaroda.com

C. Important Dates:

RFP Reference Number	RFP No: BCC/SEC/111/S-18/ 80 dated: 23/01/2019
Bid Security / Earnest Money Deposit	Rs.4,500/- (Rupees Four Thousand Five Hundred only) in the form of Bank Draft/Banker's cheque/ Bank Guarantee(with a validity of 12 months from the date of closing of the Bid) in favor of Bank of Baroda, payable at Mumbai.
Availability of RFP document	RFP will be available on our Bank website www.bankofbaroda.co.in from 23 rd January, 2019 to 13 th February, 2019. The RFP may be downloaded from the Tender Section 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	29th January, 2019 by 03:00pm. ALL QUERIES TO BE SUBMITTED VIDE EMAIL ONLY ON security.bcc@bankofbaroda.com
Pre Bid Meeting	31st January 2019 at Himgiri Meeting Room, Ground Floor, Baroda Corporate Centre, Bandra Kurla Complex, Mumbai. Time: 11:00 AM
Last Date, Time and Place for receipts of bids	Bid Submission: 13 th February 2019 by 02:00 PM Late RFP will not be accepted under any circumstances including postage delay. Bank of Baroda Security Department Ground Floor, C-26 G- Block, BCC Bandra Kurla Complex, Bandra (East) Mumbai – 400051
Date and Time of Technical bid Opening	13th February 2019 at 03:00 PM HIMGIRI MEETING HALL Bank of Baroda Ground Floor, C-26 G- Block, BCC Bandra Kurla Complex, Bandra (East) Mumbai – 400051
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 & CSO Bank of Baroda Security Department Ground Floor, C-26 G- Block, BCC Bandra Kurla Complex, Bandra (East) Mumbai – 400051
Contact person	Chief Manager (Security) (Email id) security.bcc@bankofbaroda.com Tele: 022-66985167/5006; Mob: 9806200528, 8879970401

- 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.com 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. BCC means “Baroda Corporate Centre”
- III. BST means “Baroda Sun Tower”
- IV. Recipient, Respondent and Bidder, Vendor, means “Respondent to the RFP Document”.
- V. 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 initially only the Technical Bids would be opened. Financial Bids of only those service providers who qualify in the technical bid will be opened.

A. RFP for Shortlisting of Service Provider for Annual Maintenance Contract for Fire Hydrant and Sprinkler System installed at Baroda Sun Tower, BKC, Mumbai.

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 Annual Maintenance Contract for Fire Hydrant and Sprinkler System installed at Baroda Sun Tower, BKC, Mumbai.
- 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 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. Vendor should be a "Valid Licensed Agency" in accordance with Maharashtra Fire Prevention and Life Safety Measures Act, 2006 at the time of applying and during the currency of contract period; for carrying out the tendered works at above mentioned office address.
- II. Minimum average turnover of Rs. 50.00 Lakh during last three years for a work of similar nature.
- III. The vendor must have experience in commissioning and maintenance of firefighting system in High Rise Buildings of minimum 10 stories.
- IV. The firm must have carried out at least two maintenance work (Preferably of PSBs) of firefighting system of a multistoried, commercial building having area not less than one lac square feet and valuing of AMC of minimum @ Rs. 2.00 lacs each work per year for the last three years.

3. Scope of Work and Flow Chart:

- I. The contractor shall carry out periodic maintenance of the following systems and associated accessories to ensure 100% functionality.
 - i. Hydrant main and Jockey Pump
 - ii. Sprinkler main and jockey pump
 - iii. Diesel pump
 - iv. Booster pumps
 - v. Ensure all Fire Pumps functional on Auto Mode.
- II. The contractor shall depute a team of qualified technicians to carry out the following mandatory job as per given frequency:

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.	Delivery Hose Hydraulic Test	Quarterly
8.	Landing Valve Coupling Polish (Brasso)	Quarterly
9.	Fire Pump's Panel Checking	Quarterly
10.	Pressure / Flow Switch Checking	Quarterly
11.	Sprinkler Head Cleaning	Quarterly
12.	Fire Water Line Cleaning	Quarterly
13.	Sand Bucket Cleaning	Quarterly
14.	Fire Pump Overhauling	Six-monthly
15.	Fire Doors Maintenance	Six-monthly

III. Details of Fire Hydrant & Sprinkler Systems provided in the building are as under:

Sr. No.	System / Equipment / Component	Quantity
1.	Hydrant Jockey Pump	1
2.	Sprinkler Jockey Pump	1
3.	Hydrant Main Pump	1
4.	Sprinkler Main Pump	1
5.	Diesel Pump	1
6.	Terrace Pump	2
7.	Fire Hydrant	30
8.	Fire Brigade Inlet (4-way)	2
9.	Hose Reel	24
10.	Delivery Hose	60
11.	Branch Pipe	30
12.	Sprinkler Head	1274
13.	Fire Water Tank – Under Ground	1
14.	Fire Water Tank – Terrace	2
15.	Sand Bucket	17

- IV. Replacement of all minor parts and spares such as gasket, oil, grease & gland packing, polish paper, battery water, battery terminals, cotton cloth, rings, all types of washers of valves & pipes but other than major assemblies with painting of piping and general cleaning is to be done at no extra cost as and when required.
- V. Any addition in Fire Hydrant and Sprinkler System in the period of contract will also be covered in the AMC with no additional cost.
- VI. Overhauling of pump is to be done at no extra cost as per given periodicity.
- VII. 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.
- 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 shall be carrying out half yearly inspection of all the system under AMC and to issue certificate for "the maintenance of fire prevention and life safety measures is in good repair and efficient condition" (Form – 'B') twice a year in the months of January and July regarding the

maintenance of fire prevention and life safety measures in the building being in good repair and efficient condition as specified in the Maharashtra Fire Prevention and Life Safety Measures Rules, 2009. The vendor shall also provide any other certificate in respect of maintenance and repair of the systems under this AMC required under the Maharashtra Fire Prevention and Life Safety Measures Rules, 2009.

- XII. **The vendor can inspect the site and system installed at our office if desired so, during office time up to 29th January 2019 with prior permission from the Security Department before filing the tender.**
- XIII. 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 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***. The total cost for the system quoted in the Financial Bid for Annual Maintenance Contract of Fire Hydrant & Sprinkler System would be considered for finalizing the L-1 bidder.
- II. The successful bidder shall have to deposit a sum of Rs. 50,000 as Security Deposit in the form of FD lien to Bank or Bank Guarantee of a Nationalized Bank as Performance Guarantee with grace period of 6 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 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. **Vendor should be a "Valid Licensed Agency" in accordance with Maharashtra Fire Prevention and Life Safety Measures Act, 2006 at the time of applying and during the currency of contract period; for carrying out the tendered works at above mentioned office address.**
- VII. The Total AMC Cost for three years + Total Spare Parts & Equipment cost will be considered for evaluating the successful bidder.
- VIII. Security Deposit submitted by the successful bidder will be retained by the Bank for the full duration of AMC period.

5. Information Provided

- a. Technical requirements elaborated in Annexure "B" to be submitted with the offer letter.
- 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 Annual Maintenance Contract for Fire Hydrant and Sprinkler System installed at Baroda Sun Tower, BKC, Mumbai.
- 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.

10. 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.

11. Standards

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

12. Earnest Money Deposit (EMD) & Non Refundable BID Document Fee

- a. The EMD shall be denominated in Rupees and the bidder shall submit the EMD of INR 4,500/- (Rupees Four Thousand Five Hundred only) by Demand Draft/ Bankers Cheque in favour of Bank of Baroda, payable at Mumbai. Any bid without EMD will not be considered under any circumstances.
- b. EMD would be kept in a separate envelope duly superscripted "EMD FOR AMC OF FIRE HYDRANT AND SPRINKLER SYSTEM, BST" along with the Name of the Bidder.

- c. The EMD of unsuccessful Bidders will be returned within two weeks from the date of finalization of the Bid.
- d. Financial Bid of only those bidder would be opened who have technically qualified which will be communicated by E-mail, at a later date.
- e. No interest is payable in the EMD.
- f. 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.

13. 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.bcc@bankofbaroda.com) **on or before 29th January, 2019 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.

14. Submission of RFP:

- I. **The envelope for Offer Letter, "ENVELOPE No.1" shall be superscribed, "OFFER LETTER for Annual Maintenance Contract of Fire Hydrant & Sprinkler System of BST, Mumbai" and shall contain the following:**
 - Earnest Money Deposit amount through Demand Draft / Banker's Cheque for `4,500/- in favour of Bank of Baroda, payable at Mumbai.
- II. **The envelope for Technical Bid, "ENVELOPE No.2" shall be superscribed, "TECHNICAL BID for Annual Maintenance Contract of Fire Hydrant & Sprinkler System of BST, Mumbai" and shall contain the following:**
 - Information as per the Proforma "**MANDATORY TECHNICAL REQUIREMENT**" along with copies of the required / supporting documents (Self Attested).
- III. **The envelope containing Financial Bid, "ENVELOPE No.3" shall be superscribed "FINANCIAL BID for Annual Maintenance Contract of Fire Hydrant & Sprinkler System of BST, Mumbai" and shall contain the following:**
 - Rates for **Annual Maintenance Contract of Fire Hydrant & Sprinkler System**, only in the format (**Annexure - C**) and Total sum of **Spare Parts & Equipment Rate**, only in the format (**Annexure - 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.

15. 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 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 **3 years**. This period of -3- 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 & D respectively will be considered for financial evaluation of the Financial Bid.** The Total cost of the above for three years including the annual increase will be calculated and considered for evaluation of the Financial Bid.

16. 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.

17. 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.

18. 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.

19. 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 a Performance Bank Guarantee / FD lien to Bank for Rs 50,000/- from any Schedule Commercial Bank excluding Co-operative Bank and Bank of Baroda. The Performance bank Guarantee will be deposited at BCC, Mumbai for a period of 3 years and 01 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.

20. 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, BCC after receiving the consolidated half yearly bills with all reports and documents from Service Provider, within 14 working days of submission of such bill.

21. Security Deposit

- a. Successful L1 bidder has to provide a Security Deposit / FD lien to Bank for Rs 50,000/- from any Schedule Commercial Bank excluding Co-operative Bank and Bank of Baroda. The Performance bank Guarantee will be deposited at BCC, Mumbai for a period of 3 years and 01 month from the date of commencement of contract.
- b. The Security Deposit / FD lien to Bank 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 Security Deposit. 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.

22. Contract Period

- a. The 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.
- e. The agreement can be extended upto 1 Year in case of any eventuality.

23. Agreement

The service provider shall be required to enter into an agreement with bank, based on terms and conditions mentioned in the tender document.

24. 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 orders placed by the Bank.
 - 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.

25. 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.

26. 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.

27. 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 & Chief Security Officer at ChiefSecurityOfficer@bankofbaroda.com or security.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.

28. 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.

29. 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 Mumbai. 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.

30. 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 Mumbai 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 02:00 PM ON 13th February 2019.

The Chief Security Officer,
Bank of Baroda, Baroda Corporate Centre,
C-26, G-Block, Bandra Kurla Complex, Bandra (East),
MUMBAI.

Dear Sir,

Re : Tender for Annual Maintenance Contract of Fire Hydrant & Sprinkler System Installed at Baroda Sun Tower, Mumbai.

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 AMC of Fire Hydrant & Sprinkler System installed at Baroda Sun Tower, Mumbai.

2. I / We have also deposited refundable Earnest Money Deposit of Rs. 4,500/- (Rupees Four Thousand Five Hundred only) in the form of Demand Draft / Banker's Cheque drawn in favour of Bank of Baroda, payable at Mumbai as per details given hereunder : -

(a)

3. I / We agree to deposit a sum of Rs. 50,000/- as Security Deposit or in the form of FD lien to Bank / Bank Guarantee of a Nationalised Bank as Performance Guarantee (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 Maharashtra Fire 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 : TECHNICAL BID
Work: Annual Maintenance Contract of Fire Hydrant & Sprinkler System Installed at Baroda Sun Tower, Mumbai.
TENDER TO BE SUBMITTED ON OR BEFORE 02:00 PM ON 13th February 2019.
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: (Sole Proprietorship/Partnership/Ltd. Co./Other)			
4.	Name of Contact Person with contact number in relation to this RFP:			
4.	Address & Tel. No. of the Branch/Service Centre in Mumbai:			
5.	Details of License in accordance with Maharashtra Fire Prevention & Life Safety Measures Act, 2006.	a) Name in the License: b) Valid Upto: c) Initial Date of Issue: d) Licensed for Type of Work:		
5.	GST No.			
6.	PAN No.			
7.	The Turnover of the Firm for the last -3- Years for the similar nature of works	Minimum average turnover of Rs. 50.00 Lakh during last three years for a work of similar nature.		
	Year	Turn Over amt. in Lakhs	Audited Balance Sheet (att. Copy)	
	2015-2016			
	2016-2017			
	2017-2018			
8.	Name of Banker with address			
9.	Details of work carried out for previous clients (attach copy)			
	Year	Name of Organization	Type of Work	Amount
	(i)			
	(ii)			
	(iii)			
10.	No. of Authorized Technical Staff			
	Name of person	Qualification	Designation	Total Experience in the Firm
11.	a) Has your company/firm been ever blacklisted in past 3 years. Give details if Yes.			

	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.	
12.	The vendor must have experience in commissioning and maintenance of firefighting system in High Rise Buildings of minimum 10 stories. (Attach Copy)	
13.	The firm must have carried out at least two maintenance work (Preferably of PSBs) of firefighting system of a multistoried, commercial building having area not less than one lac square feet and valuing of AMC of minimum @ Rs. 5.00 lacs each work per year for the last three years. (Attach Copy)	
14.	Weather any of the family members working with Bank of Baroda (if Yes, Give Details)	YES/NO

Date:

Place:

Name & Signature of the Vendor

Encl : As above.

(On the Agency's Letter Head)

Annexure – C

ENVELOPE - 3 : FINANCIAL BID

The Chief Security Officer,
Bank of Baroda, Baroda Corporate Centre,
C-26, G-Block, Bandra Kurla Complex, Bandra (East),
MUMBAI.

Dear Sir,

Re : **Tender for Annual Maintenance Contract of Fire Hydrant & Sprinkler System Installed at Baroda Sun Tower, Mumbai.**

Annual Maintenance Contract:

Work / Job	Rate Quoted (in Rs.)
	Per Annum (excluding GST)
Total AMC cost for the First Year	Rs.
Total AMC cost for the Second Year	Rs.
Total AMC cost for the Third Year	Rs.
TOTAL AMC COST FOR 3 YEARS	Rs.
<u>Total Cost in Words:- Rupees</u>	

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

Seal :

Date:

Place:

Name & Signature of the Vendor

Annexure – D
SPARE PARTS & EQUIPMENT

Sl.	Name	Description	Make	Unit Rate (Rs.)	Quantity	Rate for Financial Evaluation (Rs.)
01	Delivery Hose	RRL controlled percolating canvas delivery hose type 'A' length 15 m IS 636 :1983			1	
02	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	
03	Short Branch	Branch with 20 mm nozzle gun metal made with 63 mm male instantaneous coupling of natural color pressure tested 21 kg/cm ² IS 903.			1	
04	Hose Box	Double door suitable for two no of 15 m hose and one (01) branch CRCA wall mounted with M.S. stand 30"x24"x10 finished with red color IS approved			1	
05	Hose reel pipe	Braided rubber hose as per IS 444 with 25 mm dia in black color (per meter)			1	
06	Hose Reel with drum & fitting	Braided rubber Is 444 with 25 mmx30 m in black color with G.M. made shut off type nozzle 15 mm with necessary fitting IS 884-1969 and swing type red coated plate			1	
07	Non-Return Valve	Cast iron ball type				
		a) 100 mm NB			1	
		b) 150mm NB			1	
08	Sluice Valve	Cast iron inside screw non rising spindle IS approved				
		a) 80 mm NB			1	
		b) 100 mm NB			1	
		c) 150mm NB			1	
09	Butter fly Valve	Cast iron inside flanged type of IS 778				
		a) 80 mm NB			1	
		b) 100 mm NB			1	
		c) 150mm NB			1	
10	Pressure Gauge	Stainless steel materials Teflon protection of pressure range up to 21 kg/cm ² IS approved			1	
11	Pressure Switch	Adjustable pressure range up to 12 kg/cm ² IS approved			1	
12	Landing Valve (Hydrant Valve)	G.M. with oblique type single /Twin with hose coupling adaptor of 63 mm size instantaneous spring loaded arrangement and blank cap with chain conforming IS 5290.			1	
13	Air release Valve	Copper alloy threaded male connection IS approved			1	
14	Foot Valve	C.I. made with matching ball IS approved				
		a. 100 mm			1	
		b. 150 mm			1	
15	Hydrant Pipe	G.I. class "C" type heavy duty IS 1239 (per meter)				
		a) 80 mm			1	
		b) 100 mm			1	
		c) 150mm			1	
16	Upright Sprinklers	Pendent upright sprinkler of orifice size 15 mm and 5 mm bulb type of natural brass			1	

		chrome plated polyester coated with pressure tested 12.1 Bar				
17	Alarm Valve	Made cast iron 4" and 6" flanged vertical connection IS approved				
		a) 4" Vertical Connection			1	
		b) 6" Vertical Connection			1	
TOTAL			-		-	
TOTAL IN WORDS: Rupees						

Note: - 1. The unit rate are including delivery charges, installation charges etc. and exclusive of all GST.
2. All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications.

<u>GRAND TOTAL ANNEXURE (C + D)</u>	<u>Rs.</u>
<u>GRAND TOTAL IN WORDS ANNEXURE (C + D): Rupees</u>	

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

Seal :

Date:

Place:

Name & Signature of the Vendor

END OF THE DOCUMENT