



बैंक ऑफ़ बड़ौदा
Bank of Baroda

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)
FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS)
INSTALLED IN

BANK OF BARODA
BARODA SUN TOWER,
C-34, G-BLOCK, BANDRA KURLA COMPLEX,
BANDRA (EAST),
MUMBAI – 400 051

RFP Reference:

BCC/SEC/112/S-41/747

Dated: 16/10/2020



Contents

[A] Important Dates	3
[B] Important Definitions	3
[C] Information for Bidders	4-5
1. Scope of the Work:	6-7
2. Submission of Proposal	7-8
3. Eligibility criteria for Bidders:.....	8-9
4. Bid Submission Process.....	10
5. Inspection of Facilities	10
6. Earnest Money Deposit.....	11
7. Performance Bank Guarantee	11
8. Methodology of Payment	11
9. No Erasures or Alterations	11
10. No Price Variations	11-12
11. Evaluation Process	12
12. Validity of Bids	12
13. No Commitment to Accept Lowest or Any Tender	12
14. Terms & Conditions	13
15. Criteria for Application Rejection/ Cancellation of Registration.....	13
16. Guarantees.....	13
17. Availability Of Spares	13
18. Warranty.....	14
19. Penalties and Liquidated Damages:.....	14
20. Guidelines for the OEM	15
21. Acceptance Testing.....	15
22. Operator Training	15
23. Opening of Offers	15
24. Single Point of Contact & Direct Support.....	16
25. Set-off	16
26. Covenants of the Successful Bidder	16-17
27. Indemnity.....	17-18
28. Termination	18-19
30. Governing Laws.....	19
31. Settlement of Disputes by Arbitration	19-20
Annexure-I	21
Annexure –II.....	23
Annexure-III	26
Annexure-IV	27
Annexure-V	28
Annexure VI	29
Annexure VII	30
Annexure VIII	31
Annexure IX.....	32



NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

The Chief Security Officer, Bank of Baroda, Baroda Corporate Centre, Mumbai invites request for proposal (RFP) for Comprehensive Annual Maintenance Contract For Integrated Building Management System (IBMS) installed in Bank Of Baroda, Baroda Sun Tower, C-34, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai from competent bidders who have experience in SITC and maintenance of the IBMS. The contract includes CAMC of IBMS consisting of HVAC Controls, CCTV System, Fire Alarm System, PA system and Access Control System. The contract shall be for a period of 1 year and extendable upto further 2 years based on 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 www.bankofbaroda.in/tenders.

[A] Important Dates

RFP Reference Number	RFP No: BCC/SEC/112/S-41/747 dated: 16/10/2020
Earnest Money Deposit	Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Bank Draft/Banker's cheque in favour of Bank of Baroda, payable at Baroda Corporate Centre, Mumbai.
Availability of RFP document	RFP will be available on our Bank website www.bankofbaroda.in/tenders from 16/10/2020 to 06/11/2020. 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	Before 26/10/2020 ALL QUERIES TO BE SUBMITTED VIA EMAIL ONLY ON security.bcc@bankofbaroda.com
Pre Bid Meeting	On 27/10/2020 at 1100 hrs in Baroda Corporate Centre, BKC, Mumbai
Last Date, Time and Place for receipts of bids	Date: 06/11/2020 Time: Before 1400 hrs Place: Baroda Corporate Centre, BKC, Mumbai.
Date and Time of Technical bid Opening	Date: 06/11/2020 Time: 1500 hrs Place: Baroda Corporate Centre, BKC, Mumbai.
Date and Time of Financial bid Opening	Date and Time will be intimated by email to the qualified vendors after the Technical Evaluation of the Bids.
Address for Communication	Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai, 400 051
Contact person: Mobile & Telephone Details: Email:	Chief Manager (Security) 022 6698 5006 / 5167 / 4924 security.bcc@bankofbaroda.com

[B] Important Definitions:- Following terms are used in the document interchangeably to mean:

1. BANK means "Bank of Baroda".
2. RFP means this "Request for Proposal Documents"
3. Recipient, Respondent, Applicant, Bidder and Vendor, means "Respondent to the RFP Document".
4. Tender means RFP response documents prepared by the Bidder and submitted to Bank of Baroda
5. IBMS means "Integrated Building Management System" (includes HVAC Controls, CCTV System, Fire Alarm System, PA system and Access Control System).
6. HVAC means Heating, Ventilation and Air Conditioning.
7. BST means 'Baroda Sun Tower'

[C] Information for Bidders

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

Explanation—

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



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

Bidders fulfilling the specified requirements may submit their Bids as required so as to reach us latest on **06/11/2020 by 1400 hrs** at the following address

Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai, 400051, Prospective bidders are requested to submit their points for clarification during pre-bid meeting at under mentioned email address latest by **26/10/2020 by 1600 hrs** to security.bcc@bankofbaroda.com.

The vendor can inspect the site and system installed at our office if desired so, during office time up to 05/11/2020 with prior permission from the Security Department before filing the tender.

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

Bidders are advised to check Bank’s website till the last date of submission of the bids for any ‘**Corrigendum / Addendum**’.

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



NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

1. Scope of the Work:

Bank proposes to maintain its IBMS installed in its Baroda Sun Tower Building (BST) at Bandra Kurla Complex for a period of 3 Years under Comprehensive Annual Maintenance Contract. The IBMS (Integrated Building Management System) in this building consists of HVAC Controls, CCTV System, Fire Alarm System, Public Address System and Access Control System. 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 after completion of all required rectifications under CAMC and upkeep of following systems associated with Integrated Building Management System:

1. HVAC Controls.
2. CCTV System.
3. Fire Alarm System.
4. Public Address System.
5. Access Control System.

Details of equipment provided in the building:

1. HVAC Controls:(OEM: Johnson Controls)

S.No.	Description	Quantity
1	Master Operator Workstation	1
2	Master Operator Workstation (for Chiller)	1
3	DDC Controller	15
4	NAE Controller (Variable Air Volume)	2
5	Return Air Temperature Sensor	21
6	Outside Air Temperature Sensor	1
7	Immersion Type Temperature Sensor	8
8	Differential Pressure Switch – Water	3
9	Differential Pressure Switch – Air	21
10	Flow Switch	2

Software	DDC Panel	AHU Controller	Mains Controller
M3I (Johnson Controls)	JCL / Bosch	VED Controller (ABB)	NAE

2. CCTV System:

OEM	MODEL NO	CAMERAS	HDD CAPACITY
HIKVISION	DS - 7316HGHI - SH	16	12 TB
HIKVISION	Ds – 7316HWI - SH	16	6 TB
JOHNSON CONTROL	JCVS – DA030 – IF	16	6 TB

HIKVISION	DS – 7316HQHI – K4	8	4 TB
HIKVISION	DS - 7316HWI–SH	16	6 TB
HIKIVISON	DS - 7316HWI - SH	16	8 TB
HIKIVISON	DS - 7204HGHI - SH	4	4 TB

3. Addressable Fire Alarm System: Fire Alarm Panel (OEM: BOSCH)

FIRE PANEL	SMOKE DETECTOR	HEAT DETECTOR	MCP	HOOTER	MONITOR MODULE	CONTROL MODULE	REPEATER PANEL	RELAY MODULE
1	336	69	22	46	47	24	1	9

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

Main Controller	Router	Call Station	Expansion Call Station	Line Level Converter	42 U Rack	Zone Amplifier	Speaker	Music Player
1	1	1	1	4	1	3	167	1

5. Access Control System: (OEM: BOSCH)

S.No.	Description	Quantity
1	Smart Card Readers	30
2	Push to Exit Button	26
3	IP Based Access Controller	7
4	IB Based Master Controller	1
5	Access Control Software	1 (BIS)
6	Time – Attendance – Software for Cardholder Administration	1
7	Electromagnetic Locks (Single Leaf for Lower & Upper Basement)	4
8	Electromagnetic Locks (Double Leaf for All Floors)	18
9	Card Readers for Boom Barrier inclusive of Stands	2
10	Boom Barrier	2

Awarding Rate Contract-

L-1 will be decided on package cost for 3 years of Comprehensive Annual Maintenance Contract (CAMC) of the Integrated Building Management System installed in Baroda Sun Tower Building, BKC, Mumbai.

The Performance Bank Guarantee, either in whole or in part thereof, shall be forfeited in the event of the Bidder's failure to observe any terms of this Contract / or non-compliance with the conditions of the Contract.

2. Submission of Proposal

The offer will be in two parts; Technical & Commercial separately. Both the parts should be submitted in separate sealed covers duly super-scribed "**Technical Offer for Comprehensive Annual Maintenance Contract (CAMC) for IBMS Installed in Baroda Sun Tower, BKC, Mumbai**" and "**Commercial Offer for Comprehensive Annual Maintenance Contract (CAMC) for IBMS Installed in Baroda Sun Tower, BKC, Mumbai**" respectively. Both sealed envelopes should be placed in another sealed envelope super-scribed "**REQUEST FOR PROPOSAL (RFP)**"



FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, BKC, MUMBAI with Security Department at above given address by **06/11/2020 on or before 1400 hrs** along with Earnest Money Deposit of **Rs 20,000/- (Rupees Twenty Thousand only)** byway of DD/Pay order in favor of Bank of Baroda payable at Baroda Corporate Centre, Mumbai in a sealed envelope.

MSEs (Micro and Small Enterprise) / NSIC / KVI etc. are exempted from paying the Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary valid certificates / documentary evidence. For MSEs, Govt. of India provision shall be considered while evaluating the tender.

Bidder must sign each page of document submitted failing which the application is liable to be rejected. The proposal received after the time of submission, or without application fee or without earnest money or conditional applications would be rejected. Further, the Bank reserves the right to accept or reject any or all applications without assigning any reason.

Bank reserves right to cancel or withdraw this RFP without assigning any reason.

The process of empanelment and basic criteria which the bidders should fulfill for empanelment is given in subsequent paragraphs.

3. Eligibility criteria for Bidders:

(a). General Instructions & Conditions

- i. Please read the terms and conditions carefully before filling the proposal.
- ii. Please sign all the pages of the RFP including each page of the proposal form.
- iii. There should be no cutting / over writing. The cutting / over writing, if any, should be duly attested.

(b) Registration

- i. The prospective bidder should be a registered company / firm including Service Providers, manufacturers (OEMs) and or their authorized suppliers and dealers.
- ii. The bidder should have authentic PAN, GST etc. allotted by competent authorities.
- iii. Certificate of statutory competent authority regarding Registration and Incorporation, Memorandum & Article of Association, Partnership Deed etc is a must.

(c) Turnover and Service Network Criteria:

The bidder should have following financial turnover and service center criteria besides having GST in each of the state concerned:-

The Turnover of the Firm for the last -3- Years for the similar nature of works		Minimum average turnover of Rs. 18 Lakhs during last three years for a work of similar nature.
Year	Turn Over amt. in Lakhs	Audited Balance Sheet (att. Copy)
2016-2017		
2017-2018		
2018-2019		
2019-2020 (provisional balance sheet signed by CA)		

(d) **Experience and Product Certification**

The bidders should have the following experience, product certification and other criteria:-

- i. **Experience**-The bidder should have minimum Five (5) years experience in the field of Supply, Installation, Commissioning and Testing of Integrated Building Management System and Annual Maintenance Contract for IBMS as required by the bank and for which empanelment is sought, as on 01/10/2020.
 - ii. **Work Executed.** The bidder shall have carried out similar work of Annual Maintenance Contract for IBMS in multi-storeyed 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. one similar work of Rs. 14,40,000.00
 - b) Two similar works of 50% of estimated cost i.e. two similar work of Rs. 9,00,000.00 each.
 - c) Three similar works of 40% of estimated cost i.e. three similar work of Rs. 7,20,000.00 each.
 - iii. **Product Certification.** The products of the bidder should have latest FCC, UL, IEEE, FM and CE certifications respectively. The products should be based on latest technology for the specific requirement.
 - iv. **OEM Certificate.** The bidder should have OEM certificate from original equipment manufacturer along with confirmation that they would supply original quality spare parts for the quoted model for minimum next 3 years from the date of installation. **OEM letter to be in Original and no photocopy or colored Xerox will be acceptable (In absence of the original certificate from the OEM the Service provider will be disqualified).**
- (e) **Performance Certificate:** The bidder should submit a "Satisfactory Performance Certificate" from at least -03- organizations whose panel it is conducting business related to SITC or AMC of IBMS.
- (f) **Local Office:** The bidder should have their Office in Mumbai Location which should be more than one year old. The proof that the office is one year old (Office registration certificate/Lease/Rent agreement) to be enclosed along with technical bid.
- (g) **Past Record:** The bidder should not have been blacklisted by any PSU/PSB/Govt. Organization in past 5 years or services terminated due to poor performance. A certificate be submitted stating that the company/firm or its owner or any sister concern have not been blacklisted. **(Annexure -I).**

4. Bid Submission Process

Interested bidders shall submit their offers in sealed covers super scribed as “**Technical Offer for Comprehensive Annual Maintenance Contract for Integrated Building Management System installed in Baroda Sun Tower, BKC, Mumbai.**”

The offer will be in two parts, Technical Bid and Commercial Bid. Technical Bid will be opened and after technical evaluation, suitable Service Provider will be short listed.

The Financial Bid / Price bid will be opened of only those bidders who qualify technically.

Part 1- Technical Offer- Shall contain the details required to be furnished by Bidder, as enumerated under the heading Eligibility Criteria of this document. The Technical Bid offer (TO) should be complete in all respects and contains all information asked in this document. It should not contain any price information. The Technical Bid offer should comprise of the following:

- (a) Covering letter on the prescribed format (**Annexure-I**).
- (b) Earnest Money Deposit of **Rs 20,000/-** (Rupees Twenty Thousand Only) in the form of a demand draft / pay order issued by a scheduled commercial bank favouring Bank of Baroda, payable at Baroda Corporate Centre, Mumbai.
- (c) Supplier's profile as per (**Annexure II**).
- (d) Certificate from **OEM (Original Equipment Manufacturer) (Annexure-III)** that they would supply original quality spare parts for the quoted model for minimum next 03 years. Letter from OEM will be in original (Hard copy), no Xerox/ mail print is acceptable. **In absence of this your Tender will be rejected.**
- (e) **Latest BIS, FCC, UL, IEEE, FM and CE certifications.**
- (f) Documentation (Product Brochures, leaflets, manuals etc.)
- (g) Details of reference sites as per **Annexure-VII including relevant completed work certificates.**

No bid later than 14:00hrs, 06/11/2020 shall be accepted.

Part-2- Price Bid- Price bids of the product offered will be kept together in one Sealed envelope (separately), super scribed “**Commercial Offer for Comprehensive Annual Maintenance Contract for IBMS for Baroda Sun Tower, BKC, Mumbai. (Annexure-IX).**”

Price Bid will not be included in Technical Bid and any Bid without the Price Bid shall be rejected.

Both Technical and Commercial Bids be kept in the third envelope super scribed “Request for Proposal for **Comprehensive Annual Maintenance Contract for IBMS** for Baroda Sun Tower, BKC, Mumbai.

The Commercial Offer (CO) should contain relevant price information and the rates should be quoted in Indian Rupees only.

The offer from the supplier should be for approved make and model only. The Bank reserves the right to reject any offer with multiple options.

- 5. Inspection of Facilities:** The bidder should not have any objection to bank inspecting their manufacturing / R&D /other infrastructure or any office to verify documentary/other claims as per application process. Bank may also hold inquiries from past/existing clients of the bidder.

6. Earnest Money Deposit

Earnest Money deposit of **Rs 20,000.00/- (Rupees Twenty Thousand only)**, in the form of DD/ Pay order favoring Bank of Baroda, payable at Baroda Corporate Centre, BKC, Mumbai, must be submitted along with Tender. Offers not accompanied with EMD will not be accepted. The EMD will be forfeited if, bidder withdraws his bid during selection process, or having been selected by the Bank for the job, the Bidder refuses to accept any contract or having accepted the contract, fails to carry out his obligations mentioned herein. No interest will be payable on the EMD. The EMD will be refunded to the unsuccessful bidder on completion of the process of selection. **The Earnest Money paid by the successful Bidder will be released only after furnishing the Performance Bank Guarantee of 10% of estimated 3 years CAMC Cost.**

MSEs (Micro and Small Enterprise) / NSIC / KVI etc. are exempted from paying the Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary valid certificates / documentary evidence. For MSEs, Govt. of India provision shall be considered while evaluating the tender.

7. Performance Bank Guarantee

Successful bidder should produce an unconditional Performance Bank Guarantee of 10% of estimated 3 years contract value from any Schedule Commercial Bank excluding Co-operative Bank and Bank of Baroda for a period of 3 years and 03 month from the date of commencement of contract.

The Performance Bank Guarantee shall be adjusted against any loss, damage, expense etc. to the Bank in failure of operation of Integrated Building Management System. During the period of contract including AMC period, vendor should attend to all repairs / defects / replacement of major/minor spare parts free of cost. In case of failure on the part of the vendor 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.

8. Methodology of Payment

Payment of the CAMC charges of Integrated Building Management System will be done on half yearly basis after recommendation from the 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.

9. No Erasures or Alterations

Technical / Commercial details must be completely filled up. Corrections or alterations, if any should be authenticated. **Every page of the submitted tender must have company's seal & signed by the authorized person.**

10. No Price Variations

The commercial offer shall be based on rates to be quoted excluding of GST. GST will be paid as per prevailing rates. It is further clarified that for all such authorized extra items where rates cannot be derived from accepted tender rates, the bidder shall submit rates supported by rate analysis worked on the "market rate basis", for material including all taxes, octroi and delivery at site, labour, hire / running charges of equipment and wastages etc. GST will be paid extra as per the prevailing statutory norms. In case of variation in items of works, which are subcontracted to specialist agencies, specialist agencies' profit



and overhead is deemed to be included in above stated 20%. Items derived from market rates shall not be eligible for escalation.

There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors during the course of the contract and any extension thereof.

11. Evaluation Process

Offers will be evaluated in the following stages:

Stage I

Offers will be evaluated against the stipulated minimum eligibility criteria. Offers not complying with the eligibility criteria will be rejected summarily. Non submission of DD for EMD.

Stage II

A technical evaluation of proposals will be carried out. Offers received without fulfilling the following conditions shall not be evaluated.

- (a) If offer is incomplete and/or not accompanied by all stipulated document
- (b) If any of the terms and conditions stipulated in this document is not accepted and Letter as per **Annexure - I** is not submitted.

Stage III

Short-listing of Bidders based on the technical evaluation.

Stage IV

Product demonstration of the makes and model submitted by the respective bidder will be done by the bidder.

Stage V

Opening of Financial Bids of only those Bidders whose product have qualified after product demonstration. Intimation to this effect would be given by emails to shortlisted bidders. The total charges (Grand Total) stated for Annexure IX will be considered for financial evaluation of the Financial Bid.

12. 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.

13. No Commitment to Accept Lowest or Any Tender

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.



14. Terms & Conditions

(a) **Bank of Baroda's Right to Accept/Reject any/or all Application**

BANK reserves the right to accept/reject any or all application and to annul the Empanelment process and accept/reject all applications at any time prior to registration or any time after registration, without thereby incurring any liability to the affected applicants or any obligation to inform the affected applicants of the grounds for BANK's action.

(b) **BANK's Right to Issue Clarifications, Addendums, Corrigendum etc**

BANK can at any time issue clarifications, addendums or corrigendum. The same will be published in the BANK's website. The applicants are requested to regularly visit the Bank's website.

(c) **Purchase through GEMS Portal (Government E-Market)**

Bank reserves the right to purchase the system through GeM portal of Govt. of India and provide the same to the Agency for installation and commissioning in the required branch. However, cost of any material / component provided by you for installation and commissioning of the system would be paid to you as per approved rates, including installation charges.

15. Criteria for Application Rejection/ Cancellation of Registration

- a) Any effort by an applicant/ registered applicant to influence BANK's decisions on evaluation and registration process may result in rejection of application or cancellation of registration.
- b) Applications received by BANK after the last date and time prescribed for receipt of application or applications without signature of person (s) duly authorized on required pages of the application or applications without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the applicant shall be rejected.
- c) Malpractice / attempt to influence / Manipulation of rates i.e quoting lower rates as compared to the market / OEM rates, shall be viewed very seriously. If such a situation comes to the notice and/or there are reasons / circumstances for BANK to believe so, the concerned applicant will be called in to give justification of rates quoted by them to the committee. If they are notable to give a proper / satisfactory justification of their quoted rates, their Empanelment will be cancelled. If the Service Provider is found, subsequent to their registration and Empanelment, not complying with, any of the eligibility criteria.
- d) If continuous poor performance has been observed from an applicant.
- e) Any other grounds as decided by BANK management after due diligence.

16. Guarantees

All the components delivered to the Bank should be brand new and as per the latest **BIS, FCC, UL, IEEE, FM and CE certifications and standards.**

17. Availability Of Spares

Spares for the product offered should be available for at least 05 years.

18. Warranty

- A. Equipment, materials and workmanship incorporated into the work during the CAMC shall be warranted for a period of three years from the time of system acceptance.
- B. Within this period, upon notice by the Bank, any defects in the IBMS due to faulty materials, methods of installation or workmanship shall be promptly repaired or replaced by the vendor at no expense to the Bank.
- C. Maintenance of Computer Software Programs: The Vendor shall maintain all software during the Contract period. In addition, all factory or sub-vendor upgrades to software during the Contract period shall be added to the systems, when they become available, at no additional cost. In addition any new software installed shall have standard warranty, software provided by vendor shall come with a 5 Year Software Maintenance license.
- D. Maintenance of Control Hardware: The Vendor shall inspect, repair, replace, adjust, and calibrate, as required, the controllers, control devices and associated peripheral units during the warranty period. The vendor shall then furnish a report describing the status of the equipment, problem areas (if any) noticed during service work, and description of the corrective actions taken. The report shall clearly certify that all hardware is functioning correctly.
- E. Service Period: Calls for service by the Bank shall be honored within 24 hours and are not to be considered as part of routine maintenance.
- F. The supplier should ensure that in case the equipment cannot be repaired within the period of 48 hrs, the supplier should provide a replacement till the system/equipment is returned duly repaired.
- G. Service Documentation: A copy of the service report associated with each bank-initiated service call shall be provided to the vendor.
- H. The Bank shall grant to the vendor reasonable access to the IBMS during the warranty period. Remote access to the IBMS (for the purpose of diagnostics and troubleshooting, via the Internet, during the warranty period) will be allowed.

19. Penalties and Liquidated Damages:

- a) Vendor shall be liable to pay penalty of @ 1 % of contract value per week or part thereof for delay in not adhering to the time schedules.
- b) If the vendor fails to complete the due performance as per the contract / work order, BOB reserves the right to terminate the contract and recover Liquidated Damages 10% of contract value.
- c) Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.
- d) The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BOB and Force Majeure. However it is the responsibility of the vendor to prove that the delay is attributed to BOB and Force Majeure. The decision taken by BOB in this regard shall be final and vendor shall not dispute the same.
- e) If the vendor fails to perform its obligation as per this Agreement then BOB reserves the right to get the balance work executed by another vendor as per choice of BOB and vendor shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

20. Guidelines for the OEM

- (a) OEM should have online dedicated support center available during working hours and a fully equipped repair and maintenance office in Mumbai. Document details to be submitted for the same for verification.
- (b) OEM should have valid BIS, IEEE, FM, UL, FCC and CE certifications.
- (c) Documents of Manufacturing license/ Excise Registration of the OEM factory need to be submitted for verification.
- (d) Product Certification copies to be attached as per the specifications.
- (e) Vendor will be responsible for non-genuine products. Audit for Banks whether actual material is provided or not needs to be done by OEM, as and when required by Bank, without any additional cost, as a service support to Bank.
- (f) OEM to have presence in India since Last 5 years.
- (g) OEM from a country which shares a land border with India should be registered with the Competent Authority as prescribed order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

21. Acceptance Testing

- a) Upon completion of the installation, the vendor shall load all system software and start-up the system. The vendor shall perform all necessary calibration, testing and debugging and perform all required operational checks to insure that the system is functioning in full accordance with these specifications.
- b) The vendor shall perform tests to verify proper performance of components, routines and points. Repeat tests until proper performance results. This testing shall include a point-by-point log to validate 100% of the input and output points of the DDC system operation.
- c) System Acceptance: Satisfactory completion is when the vendor has performed successfully all the required testing to show performance compliance with the requirements of the Contract Documents to the satisfaction of the Bank's Representative. System acceptance shall be contingent upon completion and review of all corrected deficiencies.

22. Operator Training

- a. The Vendor shall provide on-site operator instruction to the owner's operating personnel. Operator instruction shall be done during normal working hours and shall be performed by a competent representative familiar with the system hardware, software and accessories.
- b. The Vendor shall provide 48 total hours of comprehensive training in multiple sessions for system orientation, product maintenance and troubleshooting, programming and engineering. These classes are to be spread out during the 1st year of the contract.

23. Opening of Offers

Technical Bid Offers will be opened at Baroda Corporate Centre, Bank of Baroda, BKC, Mumbai, **at 1500 hrs on 06/11/2020 by Committee of Executives / Officers**. The Bidders/ their representatives(s) may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the Service Provider for deputing their representatives. The Technical Bid offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. Financial Bids will be opened of only those Bidders who qualify technically.

24. Single Point of Contact & Direct Support

The bidder should provide the details of single point of contact and also Escalation matrix for support.

25. Set-off

1. Without prejudice to other rights and remedies available to BANK, BANK shall be entitled to set-off or adjust any amounts due to BANK under this project from the Vendor against payments due and payable by Bank to the Vendor for the services rendered.
2. The provisions of this Clause shall survive even after termination of the Agreement.

26. Covenants of the Successful Bidder

1. The successful bidder shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of project, the successful bidder shall not substitute the key staff identified for the services.
2. The successful bidder shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:
 - a) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
 - b) The Empanelment or provision of the services by any particular employee is prejudicial to the interests of BANK.
3. All employees engaged by the successful bidder shall be in sole employment of the successful bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.
4. The successful bidder :
 - a) Shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
 - b) Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
 - c) Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
 - d) Shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
 - e) Shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.

- f) Shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- g) Shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- h) Shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- i) Shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the successful bidder as contemplated by this RFP.
- j) Shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the successful bidder while providing the services to the BANK.
- k) Shall itself perform the obligations under this RFP and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

27. 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.

If use of deliverables is prevented by injunction or court order because of any such claim or



deliverables is likely to become subject of any such claim then the Vendor shall without additional cost to the Bank, shall offer either:

- 1) Replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or
- 2) Obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this assignment or subsequent Agreement and to meet the service levels; or If the vender fail to provide the remedy prescribed in para 1 or 2 within specified period by the bank, in such case the vender shall refund to the Bank the amount paid for the infringing software / hardware and bear the incremental costs of procuring a functionally equivalent software / hardware or equipment from a third party selected by bank,

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.

28. Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

Also in following events Bank shall terminate this assignment or cancel any particular order if Vendor: breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

- ▶ The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- ▶ Supply of substandard materials/ services;
- ▶ Delay in delivery / installation / commissioning of services.
- ▶ If deductions of penalty exceeds more than 10% of the total contract price.

Bank may terminate subsequent agreement on happening of following events:

- ▶ The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;
- ▶ The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

The vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing.

- ▶ The other Party becomes the subject of a court order for its winding up.

The Bank, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part without prejudice to any other remedy for breach of Contract if the Vendor fails to deliver any or all of the Design, Goods, Works and Services, within the period(s) specified in the Contract or within any extension thereof granted by the Bank



Upon the termination or expiry of subsequent Agreement. The rights granted to Vendor shall immediately terminate.

In the event of default the Bank terminates the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue to perform of the Contract to the extent not terminated.

29. Service Level Agreement and Non-Disclosure Agreement

The selected vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within one week time from the date of acceptance of letter of appointment or as intimated by the Bank.

The all the expenses related to execution of the document such as The applicable stamp duty and registration charges if any shall be borne by the vender.

30. Governing Laws

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and 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.

31. Settlement of Disputes by Arbitration

- (i) 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.
- (ii) If the Bank project manager 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 in Bank respectively.
- (iii) 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.
- (iv) 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



I have read and accept, all terms/conditions/criteria other aspects mentioned in this document unconditionally.

Signature (Authorized signatory/director of the Service Provider)

Date.....



Annexure-I

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

(On Letter Head of Service Provider)

Ref No.

Date:

To
Chief Security Officer
Bank of Baroda
Baroda Corporate Centre
Mumbai

Dear Sir,

With reference to the above tender notice, having examined and understood the instructions, terms and conditions forming part of the tender forms, we hereby enclose our offer for the Comprehensive Annual Maintenance Contract for Integrated Building Management System in Bank of Baroda, Baroda SUN Tower, Mumbai.

We confirm that our Annual Turnover for last three years is under:-

SN	Year	Turnover
01	2016-17	
02	2017-18	
03	2018-19	
04	2019-2020 (provisional signed by CA)	

In the event of getting a contract, I/We agree to honor the obligation with due diligence and efficiency as required by the Bank of Baroda.

We also confirm that, in the past we have not been issued with any dissatisfactory letter by any of the Zone/Regions/Office/Branch of Bank of Baroda.

We confirm that we have not been disqualified / backlisted by any Govt. Deptt / RBI / PSU bank or any other organization for Supply, Installation, Testing and Commissioning and Comprehensive Annual Maintenance Contract for Integrated Building Management System. We also confirm that, in the past, we have not been issued with any dissatisfaction letter by any of the Zone / Region / Branch of the Bank of Baroda.

We also agree that in case any poor performance is received from any of our clients our Bid will be rejected / disqualified.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the tender Documents.

We also confirm that the offer shall remain valid for 180 days from the last date for submission of the offer.



We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reason whatsoever.

We certify that (Name of Service Provider) is not owned or controlled by any Director or serving Officer/Employees of Bank of Baroda or their relatives having the same meaning as assigned under section 6 of the Companies Act, 1956.

We agree to provide required performance guarantee at Baroda Corporate Centre, Mumbai.

We also confirm that the Bank has not issued any disqualification letter to our agency in the past.

I/We agree to all the terms and conditions of the notice.

We enclose herewith a Demand Draft/Pay Order for and Rs.20,000.00/- (**Refundable**) towards Earnest Money Deposit favoring Bank of Baroda and payable at Baroda Corporate Centre, Mumbai.

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



Annexure –II

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

FORMAT OF THE APPLICATION FORM

PART - I SUPPLIER'S PROFILE

Sr. NO	ITEM	PARTICULARS	Proof / details to be attached as (with proper Flags)
1	Name of the Company/ Firm/ Organization, Website, Email		Annexure A
2	Year of Establishment and Incorporation		Annexure B
3.	Status of the firm whether Company/Firm/proprietary etc		Annexure C
	a) Registered under the Companies Act, 1956. If so mention registration number and date.		
	b) Registered under the Societies Registration Act, 1860. If so mention registration number and date.		
	c) Registered under the Indian Trust Act, 1882. If so mention registration number and date.		
	d) Sole proprietorship firms whose proprietor is a resident in India as per the Income Tax Act, 1961. If so mention registration number and date.		
	e) Partnership firm registered in India. If so mention registration number and date.		
4	Nature of Business. Whether OEM /Service Provider/Manufacturer/ Authorized dealer/supplier etc		Annexure D
5	Address of Registered Office with PIN Code.		Annexure E
6	Address of Registered Office in Mumbai with PIN Code		Annexure F
7	Correspondence Address		Annexure G



8	Address of Manufacturing Unit/R&D Site			Annexure H
9	Name of Directors/ Partners/Members etc			(a) (b) Annexure I
10	a) Name of contact person(s) b) Mobile Numbers(s) c) Land Line			Annexure J
11	Name of person(s) authorized to conduct business along with Mobile, Tele, Fax and Email details			Annexure K
12	a) Has your company/firm been ever blacklisted in past 5 years. If Yes, Give Details.			Annexure L
	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.			Annexure M
13	Any subsidiary company (Write Yes / No). Give all details if yes			Annexure N
14	Furnish the names of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization.			Annexure O
	Sr. No	NAME	ADDRESS	CONTACT NUMBER
	a)			
	b)			
	c)			
15	Latest FCC, UL, IEEE, FM and CE certifications			Annexure P



PART II- FINANCIAL, REGISTRATION FOR TAXATION AND OTHER STATUTORY REQUIREMENTS

Sr. NO	ITEM	PARTICULARS			Proof / details to be attached as (with proper Flags)
1	Whether registered for the following and having necessary certificates/ authority? If so , mention registration number and date. Enclose relevant certificate/				Annexure Q
	b) GST				
	c) IGST				
	d) TIN				
2.	Furnish copies of audited Balance Sheet and profit & loss account(audited) for the last 3 financial years	<u>TURN OVER</u> <u>Profit after Tax (INR Lacs)</u>			Annexure R <u>Certificate of CA to be attached</u>
	a) 2016-17-Turnover				
	b) 2017-18 –Turnover				
	c) 2018-19 –Turnover				
	d) 2019-2020 – Turnover (provisional signed by CA)				
3.	Name and address of Bankers along with IFS Code	Bank Name	Address	IFSC Code	Annexure S



Annexure-III

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

(Letter to the bank on the OEM's Letterhead in Original)

To
Chief Security Officer
Bank of Baroda
Baroda Corporate Centre, Mumbai
Dear Sir,

Subject: Authorization for CAMC of Integrated Building Management System.

We _____ registered office at _____ having joint venture / authorized dealer etc. with _____, who are established and leading manufacturer of Integrated Building Management System, do hereby authorize M/s _____ having their registered office at _____ to submit quote, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender.

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

We as OEM are responsible that the Vendor uses Genuine products. We will conduct Audit of the products being installed by the Vendor, as and when required by the Bank without any extra cost, as a service support to the Bank.

We hereby confirm to extend our back to back technical support and meet warranty terms of 1 year the system. Also, we as an OEM assure that the quoted models are not end of life and necessary spares would be provided at cost to bidder for period of three years, as per OEM standards for this tender/project.

We will submit a certificate annually on 31st March for the equipment and material supplied for Bank of Baroda to the agency.

Thanking you,

Yours faithfully,

Authorized Signatories
(Name & Designation, seal of the OEM)

Contact No.

E-Mail Address
Authorized Signatory _____



Annexure-IV

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

(Letter to the bank on the OEM's Letterhead in Original)

Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India

Please strike off whichever is not applicable

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

I/we undertake that we have complied with the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure, If this undertaking given by I/ us is found to be false, this would be a ground for immediate disqualification/ termination of our bid and further legal action under applicable law.

Deponent/ authorised signatory

Date _____

Place _____



Annexure-V

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

(Letter to the bank on the OEM's Letterhead in Original)

Undertaking from bidder for Tenders for Works involving possibility of sub-contracting

I/we have read through the terms and conditions of RFP and order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure, and I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

I/we undertake that we have complied with the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure, If this undertaking given by I/ us is found to be false, this would be a ground for immediate disqualification/ termination of our bidd and further legal action under applicable law.

Deponent/ authorised signatory

Date _____

Place _____



Annexure VI

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

I/we S/o Partners/Authorized person M/s..... applicant of for pre-qualification hereby declare that following person(s) is in my/our regular employment on the post and from the dates mentioned against them.

Sl. No.	Name and Address	Technical Qualification	Post held Regular	Date of Employment	Details of Experience
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Annexure VII

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

LIST OF PROJECTS EXECUTED BY THE ORGANIZATION DURING THE LAST 5 YRS COSTING AS PER TERMS IN PRE QUALIFICATION FORM

Sr No.	Name of Work / Project with address	Name & Postal address of the owner. Specify if Govt. undertaking along with name add. & contact nos. of 2 persons (Exec. Eng. or top officials of the organization)	Contract Amount (Rs.) with copy of work order & completion certificate from Project In charge.	Stipulated time of completion (Month)	Actual time of Completion (Months)	Any other relevant information if actual amount of Project if increased (Give reasons.)	Enclose clients certificate of satisfactory completion	Remarks
1	2	3	4	5	6	7	8	9

Notes:

- Information has to be filled up specifically in this format. Please do not write remark "Indicated in Brochure"
- For Certificates, the issuing authority shall not be less than an Executive in charge.



Annexure VIII

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

LIST OF IMPORTANT PROJECTS IN HAND COSTING AS PER TERMS IN PREQUALIFICATION FORM

Sr No.	Name of Work / Project with address	Name & Postal address of the owner. Specify if Govt. undertaking along with name add. & contact nos. of 2 persons (Exec. Eng. or top officials of the organization)	Contract Amount (Rs) with copy of work order with certificate of Project In charge	Stipulated time of completion (Months)	Present Status of the Project	Any other relevant information
1	2	3	4	5	6	7

Notes:

- Information has to be filled up specifically in this format. Please do not write remark "Indicated in Brochure"



Annexure IX

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR INTEGRATED BUILDING MANAGEMENT SYSTEM (IBMS) INSTALLED IN BANK OF BARODA, BARODA SUN TOWER, C-34, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI

FINANTIAL BID

Comprehensive Annual Maintenance Contract (CAMC) of Integrated Building Management System (IBMS)

S.No.	Description	CAMC Amount (Excluding GST)	CAMC Amount (In Words) (Excluding GST)
1.	1 st Year		
2.	2 nd Year		
3.	3 rd Year		
	Total Amount (Excluding GST)		
	Total Figure in Words:		

*Note: No advance payment will be made by the bank
GST will be paid extra.

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