

# RFP Reference No.: BGGB: HO: PE: 05: 02 Date: 14/12/2023

# SELECTION OF VENDOR FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF CCTV SYSTEM AT BRANCHES / OFFICES OF BANK

Baroda Gujarat Gramin Bank 3<sup>rd</sup> & 4<sup>th</sup> Floor, Suraj Plaza - I, Sayajiganj, Vadodara, Gujarat-390005.



બરોડા ગુજરાત ગ્રામી**ણ** બેં<del>ક</del> BARODA GUJARAT GRAMIN BA (ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઑફ બરોડા દ્વારા પ્રાથોજિત)

Κ

INDEX

Sr. No		PAGE	
	NOTICE INVITING TENDER	3	
А	IMPORTANT DATES	3	
В	IMPORTANT DEFINITIONS	3	
1.	SCOPE OF WORK	4	
2.	SUBMISSION OF PROPOSAL	5	
3.	ELIGIBILITY CRITERIA FOR BIDDERS	6	
4.	BID SUBMISSION PROCESS	7	
6.	EMD	7	
7.	PERFORMANCE BANK GUARANTEE	8	
8.	NO ERASURES OR ALTERATIONS	9	
9.	NO PRICE VARIATIONS	9	
10.	VALIDITY OF OFFER AND PENAL CLAUSE	9	
11.	EVALUATION PROCESS	9	
12.	TERMS AND CONDITIONS	9	
13.	CRITERIA FOR APPLICATION REJECTION / CANCELLATION OF REGULATION		
14.	SETTLEMENT OF DISPUTES		
19.	AMC 10		
20.	RETRIEVAL OF RECORDING ON CD / DVD     14		
21.	GUIDELINES FOR OEM 11		
23.	SINGLE POINT OF CONTACT & DIRECT SUPPORT 11		
24.	SETOFF	11	
25.	COVENANTS OF THE SUCCESSFUL BIDDER	11	
26.	INDEMNITY	12	
27.	TERMINATION	13	
28.	GOVERNING LAWS	14	
	ANNEXURE-I (Letter to be given to bank by Vendor)	15	
	ANNEXURE-II (Format for application form)		
	(a) PART-I (Supplier's Profile)	17	
	(b) PART-II (Registration Requirements)	19	
	ANEXURE-III (Details of engagement in FIs)	20	
	ANNEXURE-IV (Commercial Offer CCTV System)	22	



#### REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) OF CCTV SYSTEM AT BRANCHES / OFFICES OF BANK

The General Manager, Baroda Gujarat Gramin Bank, Head Office, Vadodara, invites request for proposal (RFP) for selection of vendor for comprehensive annual maintenance contract (CAMC) of CCTV system at branches / offices located in **Bank** from reputed firms / manufacturers / authorized suppliers who have experience in maintenance of these systems.

The empanelment shall be for a period of Three years 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 firms without assigning any reason(s) and without any cost(s) or compensation therefore.

[A] Important Dates:		
RFP Reference Number	RFP No: BGGB: HO: PE: 05: 02 dated: 14.12.2023	
Estimated Project Cost	For CCTV ₹ 45.00 Lakh (For 3 Yrs) Annual Maintenance Contract	
Earnest Money Deposit	₹ 90,000/-(Rupees Ninety Thousand only) by the way of NEFT/RTGS in favour of Baroda Gujarat Gramin Bank, Head Office, Vadodara. (2% of the estimated contract value of 3 Years)	
Security Deposit	Successful tenderer will haveto give Security Deposit of ₹ 2,25,000/- (Rupees Two Lakh Twenty Five Thousand only) in the form of Fixed Deposit of Baroda Gujarat Gramin Bank issued by any branch of Baroda Gujarat Gramin Bank for three years and one month bearing applicable interest rate at the time of depositing/ submit Performance Bank Guarantee of same amount for three years and one month.	
Availability of RFP document	RFP will be available on GeM and our Bank website www.bggb.in.	
Last date of submission of any query / reporting any error	ALL QUERIES TO BE SUBMITTED ON GeM Portal ONLY on or before 26/12/2023	
Last Date of receipts of bids	03/01/2024	
Date of Technical bid Opening	04/01/2024	
Address for Communication	The General Manager, Baroda Gujarat Gramin Bank 3 <sup>rd</sup> & 4 <sup>th</sup> Floor, Suraj Plaza - I, Sayajiganj, Vadodara, Gujarat-390005.	
Contact person	Manager (P&E) , 99099 99718	

#### [A] Important Dates:

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

- 1. Bank, BANK means "Baroda Gujarat Gramin Bank".
- 2. HO means "Head Office, Vadodara"
- 3. RFP means this "Request for Proposal Documents"
- 4. Recipient, Respondent and Bidder, Vendor, means "Respondent to the RFP Document".



- 5. Tender means RFP response documents prepared by the Bidder and submitted to Baroda Gujarat Gramin Bank
- 6. Comprehensive AMC means "Comprehensive Annual Maintenance Contract"

Further "**Addendum**" shall be issued on Bank's website/Gem Portal 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 / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Baroda Gujarat Gramin Bank 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.



#### 1. <u>Scope of the Work</u>

The scope of work is Comprehensive Annual Maintenance Contract of CCTV system installed at the branches / offices of Baroda Gujarat Gramin Bank. Concerned Vendor will have to enter into an agreement (as per the format decided by the bank) with the Bank. New Vendor to start the work from date of empanelment.

The empanelment shall be for a period of three

years from date of empanelment 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 firms without assigning any reason(s) and without any cost(s) or compensation therefore.

Head Office Purchase committee of the Bank shall decide the work allocation to the AMC vendor. Decision of the committee shall be final and binding to all. No representation will be entertained. Bank has discretion to revise the scope of work upward / downward as per its requirement.

It is highlighted and to be noted by prospective Applicants will be required to undertake AMC services of existing security equipment already installed and functional at various branches of the bank.

Name of Region	District covered
Valsad	Valsad, Dangs, Navsari
Vadodara	Vadodara, Narmada, Chhota Udepur, Anand, Kheda
Godhra	Panchmahal, Dahod, Mahisagar
Surat	Surat, Tapi, Bharuch
Mehsana	Mehsana, Ahmedabad
Patan	Patan, Banaskantha
Himatnagar	Sabarkantha, Gandhinagar, Aravalli,
Bhuj	Kutch

#### LOCATIONS TO BE COVERED

#### Awarding Rate Contract-

#### L-1 will be decided as given in Commercial Bid (Annexure IV).

#### 2. <u>Submission of Proposal</u>

The offer will be in two parts; Technical & Commercial separately. Earnest Money of ₹ 90,000/-(Rupees Ninety Thousand only) by the way of NEFT in the account of our Bank as per details given below.

Name of Account Holder	Baroda Gujarat Gramin Bank
Account Number	1243020000601
Name of Bank	Bank of Baroda
Type of Account	Current
IFS Code	BARB0DBALKA



MSEs (Micro and Small Enterprise (MSE)/NSIC/KVI etc are exempted from paying the Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary documentary evidence.

Vendor 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 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 the RFP without assigning any reason.

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

## 3. <u>Eligibility criteria for Bidders</u>

#### (a). <u>General Instructions & Conditions</u>

- 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) <u>Registration</u>

- (i) The prospective applicant should be a registered company / firm including Vendors for maintenance of the system.
- (ii) The Applicants should have authentic PAN and GST distinguished registration numbers etc. allotted by competent authorities.
- (iii) The Applicants should have requisite trade/manufacturing/factory license from appropriate authority.
- (iv) Certificate of statutory competent authority regarding Registration and Incorporation, Memorandum & Article of Association, Partnership Deed etc is a must.

#### (c) <u>Turnover and Service Network Criteria:</u>

The Applicants should have following financial turnover and service centre criteria:-

SN	Average yearly Turnover for past 3 FYs.	Minimum Number of Service/Regional Offices/Head Office Functional
1	₹ 15 lakhs	Vendor should have atleast one office in area of operation of the Bank. Establishment of the office shall be at least 1 year old <b>(Proof to be submitted)</b>



## (d) Experience and Product Certification

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

- (i) **Experience-**The applicant should have minimum Five (5) years' experience in the field of supplying and maintaining of CCTV System, required by the bank and for which engagement is sought, as on 31/03/2023.
- (ii) Work Executed. The bidder shall have carried out similar work of supply and maintenance of security equipment having executed cumulative order of following values during one financial year of last -5- years as on 31/03/2023.

One similar work of 80% of estimated cost i.e. Rs.12.00 lakhs OR

Two similar works of 50% of estimated cost i.e. Rs.7.50 lakhs OR

Three similar works of 40% of estimated cost i.e. Rs.6.00 Lakhs.

- (e) Work Experience: The applicant should have supplied to / be on the panel of at least -3- Financial Institutions during last 03 Financial Years.
- (f) **Performance Certificate:** The applicant should submit a "Satisfactory Performance Certificate" from at least -3- Financial Institution on whose panel it is conducting business related to supply of security equipment.
- (g) Past Record: The applicant should not have been blacklisted by any PSU/PSB/Financial Institution/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)
- (h) If any of our Region has issued a dissatisfactory letter about any agency the bid of the company will be rejected in that / Region(s).

#### 4. <u>Bid Submission Process</u>

The offer will be in two parts, Technical Bid and Price Bid. Technical Bid will be opened and after technical evaluation, suitable bidders will be short listed.

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

<u>**Part 1- Technical Offer-**</u> Shall contain the details required to be furnished by Tendering Vendor, 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
- (c) Supplier's profile as per (Annexure II)
- (d) Integrity Pact (IP) (Annexure V)



Bidders responding to this RFP need to sign (Dully Signed and Stamped by Authorized Signatory on proper stamp paper) the Integrity Pact (IP) which will be also signed by Banks representative.

## Part-2- Price Bid

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

#### 5. Earnest Money Deposit

Earnest Money deposit of ₹ 90,000/-(Rupees Ninety Thousand only) by the way of NEFT in the account of our Bank as per details given below must be submitted along with Tender. Offers not accompanied with EMD will not be accepted. The EMD will be forfeited if, the bidder withdraws his bid during the selection process, or having been selected by the Bank for the job, the Vendor 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 Vendor on completion of the process of selection.

Name of Account Holder	Baroda Gujarat Gramin Bank
Account Number	1243020000601
Name of Bank	Bank of Baroda
Type of Account	Current
IFS Code	BARBODBALKA

6. <u>Security Deposit / Performance Bank Guarantee</u>: Successful Empanelled Vendor's – The empanelled vendor's earnest money deposit will be returned by bank against the Security Deposit/ Performance Bank Guarantee. The EMD of the successful empanelled vendor may be forfeited if the vendor fails to furnish Security Deposit/ Performance Bank Guarantee within 15 days from the date of release of Purchase Orders(s) by the Bank for any reason whatsoever.

The successful vendor shall provide a Security Deposit/ Performance Guarantee (PBG) within 15 days from the date of receipt of the rate contract order or signing of the contract whichever is earlier in the format as provided in Annexure for each module to the extent of 5% of the total rate contract order for the entire period of the three years and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized bank / private bank of repute (e.g. HDFC, ICICI, AXIS etc.) only, other than Baroda Gujarat Gramin Bank. The successful bidder will have a provision at the end of the rate contract to provide an amendment to the submitted PBG in case the order placed is less than the total rate contract value.

In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the Security Deposit/ performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to nonachieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.



The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Security Deposit/Performance Guarantee, if any, under this contract.

If the Security Deposit/Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the security deposit taken from the vendor, will be forfeited.

## 8. NO ERASURES OR ALTERATIONS

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

#### 9. NO PRICE VARIATIONS

The commercial offer shall be based on rates to be quoted inclusive of Taxes. The clause is to be read as:

#### (i) Excise & Sales Taxes, Works Contract Tax, Service Tax for Works

The Contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees or charges in respect of the works including but not limited to sales taxes, tax on works contract, Service Tax, Excise duties and octroi, payable in respect of materials, equipment, plant and other things required for the Contract.

#### (ii) <u>New Taxes, Duties & Levies, etc.</u>

If a new Tax or Duty or Levy is imposed under as statute or law during the currency of the contract, the same may be reimbursed to the Employer if so deemed fit on documentary evidence.

#### 10. VALIDITY OF OFFER AND PENAL CLAUSE & FALL CLAUSE

The offer should be valid for period of 180 days from the last date for submission of the offer. AMC to be done within 15 days of due date otherwise 20% penalty will be deducted from entire bill.

<u>Penalty Clause for non-Compliance of AMC:</u> If the vendor fails to provide the AMC service for either of the quarter, a penalty of Rs.500/- per branch per quarter will be imposed on the respective service provider.

#### 11. EVALUATION PROCESS

Offers will be evaluated in the following stages:

#### Stage I

Offers will be evaluated by Bank's committee against the stipulated minimum eligibility criteria. Offers not complying with the eligibility criteria will be rejected summarily.

#### Stage II



A technical evaluation of proposals will be carried out. Offers received without fulfilling the conditions mentioned in Clause No. 3 page 6-8 and 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 supplier(s) based on the technical evaluation.

## Stage IV

Opening of commercial Bids of only those Vendors who are qualified after Technical Evaluation. Intimation to this effect would be given by emails to shortlisted bidders.

<u>No Commitment to accept lowest or any tender</u> – 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 reason whatsoever.

## 12. TERMS & CONDITIONS

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

BANK reserves the right to accept/reject any or all application and to annul the engagement 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 and GeM Portal. The applicants are requested to regularly visit the Bank's website and GeM Portal.

## 13. 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 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 not able to give a proper / satisfactory justification of their quoted rates, their engagement will be cancelled. If the System Integrator is found, subsequent to their registration and engagement, 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.

## 14. <u>Settlement of Disputes by Arbitration</u>

In the event of there being any dispute or difference arising between the parties the same shall be referred to the General Manager, Baroda Gujarat Gramin Bank, whose decision shall be final and binding on both the parties. However, if the parties are still not satisfied, the matter shall be referred to the sole arbitrator mutually agreed by the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliations Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The award of the arbitrator shall be final and binding on the parties. The venue of the arbitration shall be Head Office, Vadodara. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

## 15. ANNUAL MAINTENANCE CONTRACT (AMC)

<u>Comprehensive AMC of existing equipment (Outside Warranty Period)</u>- AMC of existing equipment shall be for a period of -3- years. The service provider will be required to make 4 quarterly visits. Payments will be made centrally by the Regional Office on half yearly basis.

The comprehensive AMC would include all components and accessories which are an integral part of the complete system required to operate the system satisfactorily including wiring, power supply etc.

However, following would not be covered under comprehensive AMC -

-Damage caused to the system due to Fire, earthquake, floods etc. However, this will not include damage due to high voltage as all security equipment should compulsorily be connected through branch UPS.

## 16. <u>RETRIEVAL OF RECORDING ON CD/DVD</u>

As per requirement of the Bank / Branch, if request is made by the Bank / Branch to the vendor for retrieving recording for a particular time period in USB/Pen of the same, the vendor would make arrangements to retrieve and provide such recording in USB/Pen drive within 24 Hours of the request made. The vendor will be paid by the Bank / Branch



an amount of ₹ 1000/- per such retrieval, which will be over and above the AMC charges. The USB/Pen drive would be provided by the vendor for the purpose.

## 17. Single Point of Contact & Direct Support

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

#### 18. <u>Set-off</u>

- a. 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 Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.
- b. The provisions of this Clause shall survive even after termination of the Agreement.

## 19. <u>Covenants of the successful bidder:</u>

- 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:
  - (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
  - (ii) The engagement 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:
- shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.



 shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.

(ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઑફ બરોડા દ્વારા પ્રાયોજિત)

- 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.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- shall not violate any proprietary and intellectual property rights of 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.
- 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.
- 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.
- 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.
- shall itself perform the obligations under this RFP and shall not assign, transfer or subcontract any of its rights and obligations under this Agreement except with prior written permission of BANK.

## 20. INDEMNITY

- 1. The successful bidder shall, at its own expense, indemnify, defend and hold harmless BANK and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) that may be occurring due to, arising from or relating to:
- a) a breach, non-performance or inadequate performance by the successful bidder of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement ; or
- b) the acts, errors, representations, misrepresentations, willful misconduct or negligence of the successful bidder, its employees in performance of its obligations under this Agreement; or
- c) any deficiency in the services of the successful bidder or
- d) Violation of any applicable laws by the successful bidder, its agents, employees, representatives etc.



- 2. 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 project.
- 3. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

## 21. <u>Termination</u>

- 1. Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 30 days prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.
- 2. However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and
  - Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
  - if such breach is not of the type that could be cured within thirty (30) Working Days, 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
- 3. This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
  - The other Party becomes 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 other Party and such appointment continues for a period of twenty-one (21) days;
  - The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
  - The other Party becomes the subject of a court order for its winding up.
- 4. 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 Works and Services, within the period(s) specified in the Contract or within any extension thereof granted by the Bank
- 5. Upon the termination or expiry of this Tender and subsequent Agreement the rights granted to Vendor shall immediately terminate.
- 6. In the event 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 the Contract to the extent not terminated.



#### 22. Governing Laws

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 Baroda shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

(ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઑફ બરોડા હારા પ્રાયોજિત)

ilei

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

Signature ...... (Authorized signatory/director of the Service Provider)



Annexure-I

#### REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF CCTV SYSTEM AT BRANCHES / OFFICES OF BANK (On company letter head)

Ref No.

Date:

To General Manager Baroda Gujarat Gramin Bank Head Office 3<sup>rd</sup> & 4<sup>th</sup> Floor, Suraj Plaza - I, Sayajiganj, Vadodara.

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 of the security equipment as detailed in your above referred tender notice. We are applying for Maintenance of CCTV System in the branches and offices of your Bank.

We certify that we have carried out similar work of maintenance of CCTV System having executed cumulative order of following values during one financial year of last -3- years as on

SrSecurity EquipmentValueofwork1CCTV

Copies of Invoices / Experience Certificate / Performance Certificate etc. to this effect are attached along with this letter.

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

SN	Year	Turnover
01	2020-21	
02	2021-22	
03	2022-23	

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a contract, I/We agree to honor the obligation with due diligence and efficiency as required by the Baroda Gujarat Gramin Bank.



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

We confirm that we have not been disqualified / blacklisted by any Govt. Deptt / RBI / PSU bank or any other organization for maintenance of any security Systems. We also confirm that, in the past we have not been issued with any dissatisfactory letter by any of the Regions /Branch of Baroda Gujarat Gramin Bank.

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 form.

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 Vendor) is not owned or controlled by any Director or serving Officer/Employees of Baroda Gujarat Gramin Bank 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 the Bank.

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 details of EMD paid by us through NEFT/RTGS for Rs. \_\_\_\_\_\_ (Refundable) favoring Baroda Gujarat Gramin Bank towards Earnest Money Deposit, details of the same are as under:

Name of Account Holder	Baroda Gujarat Gramin Bank
Account Number	1243020000601
Name of Bank	Bank of Baroda
Type of Account	Current
IFS Code	BARBODBALKA
UTR No. & Date	

Yours faithfully,

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

E-Mail address

**Contact No** 



Annexure –II

#### REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF CCTV SYSTEM AT BRANCHES / OFFICES OF BANK

#### FORMAT OF THE APPLICATION FORM PART - I SUPPLIER'S PROFILE

SN	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.		
	<ul> <li>b) Registered under the Societies Registration Act, 1860.</li> <li>If so mention registration number and date.</li> </ul>		
	<ul> <li>c) Registered under the Indian Trust Act, 1882. If so mention registration number and date.</li> </ul>		
	d) Sole proprietorship firms whose proprietor is a resident in India as per the Income Tax Act, 1961. If so mention registration number		
	e) Partnership firm registered in India. If so mention registration number and date.		
4	Address of Registered Office with PIN Code.		Annexure D
5	Correspondence Address		Annexure E





6	Name of Directors/	(a)	Annexure F	
	Partners/Members etc.			
		(b)		
7	a) Name of contact			
	person(s)			Annexure G
	b) Mobile Numbers(s)			
	c) Land Line			
	Name of person(s) authorized to conduct business along with Mobile, Tele, Fax and Email details		Annexure H	
	a) Has your company/firm been ever blacklisted in past 5 years. Give details if Yes.			Annexure I
	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 5 years on any grounds whatsoever.	2 - - -		Annexure J
	Any subsidiary company (Write Yes / No). Give all details if yes			Annexure K
	Furnish the names of three resp			on to certify about the
	quality as well as past performa			Annexure L
	Sr. NAME No	Address	Contact Number	
	a)			
	b)			
	c)			



#### PART II- FINANCIAL, REGISTERATION FOR TAXATION AND OTHER STATUTORY REQUIREMENTS

Sr. NO		PARTICULARS		Proof / details to be attached as (with proper Flags)
1	Whether registered for the following and having necessary certificates/ authority?			Annexure M
	If <b>so,</b> mention registration number and date. Enclose relevant certificate/			
	a) Income Tax PAN			
	b) TIN			
	c) ESIC			
	d) EPF			
	e) GST			
2.		TURN OVER (CA certific mandatory & in original)	ate is	Annexure N
	a) 2020-21-Turnover			
	b) 2021-22 –Turnover			
	c) 2022-23 –Turnover			
3.	Name and address of Bankers along with IFS Code	Bank Name Address	IFSC Code	Annexure O



Annexure III

#### REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF CCTV SYSTEM AT BRANCHES / OFFICES OF BANK

#### DETAILS OF ENGAGEMENT WITH FINANCIAL INSTITUTIONS (FIs)

Sr. No	Date Since Empanelled / Providing services	Satisfactory Completion certificate attached (as Annexures)
1		
2		
3		

#### WORK & BUSINESS EXPERIENCE AND PROPOSAL FOR EQUIPMENT FOR ENGAGEMENT

1	Existing Panel of BANK. Give names of Bank/ Organizations where providing services along with relevant performance certificates/Letters	
	a)	
	b)	
	c)	
	d)	



## CERTIFICATE

Certified that all the information given above and in all documents submitted for engagement with Baroda Gujarat Gramin Bank for CAMC of Security Equipment is true to the best of my/our knowledge. It is understood that in case any claim/information is found to be incorrect the application shall be rejected or if found after engagement the bank may blacklist and take other legal action.

Date:

Place:

Signature

Name :

Designation :

Stamp of the Company/Firm

(Authorized representative)

<u>Note</u>: Please add rows where required. Where copies of Application Documents/certificates are required to be furnished these are to be certified true copies



Annexure-IV

#### **COMMERCIAL OFFER**

#### REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF CCTV SYSTEM AT BRANCHES / OFFICES OF BANK

## Cost of CAMC – Existing CCTV System

SI. No.	Year	-	Rate per Branch/ Office (Inclusive of GST) (B)	CCTV System System (Inclusive of	
		(A)		GST) (A X B)	
1	1st Year	496			
2	2nd Year	496			
3	3rd Year	496			
		TOTAL			
(Total In Words)					