



**REQUEST FOR PROPOSAL INVITED FROM GOVT.  
AGENCIES, PUBLIC SECTOR UNDERTAKING SET UP BY  
CENTRAL/STATE GOVT. OR ANY OTHER PSU NOTIFIED  
BY MINISTRY OF URBAN DEVELOPMENT (MOUD) FOR  
UNDERTAKING REDEVELOPMENT WORK OF BANK'S  
RESIDENTIAL BUILDING AT PATEL ESTATE,  
JOGESHWARI (WEST) MUMBAI 400102 ON DEPOSIT  
WORK BASIS**

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

RFP Reference: -----

**[A] Important Dates:**

#	Particulars	Timeline
1	RFP Issuance Date	25.09.2023
2	RFP Coordinator Name, Contact details (Bank)	1. A. K. Shukla, Chief Manager- 02266985101 2. Sabyasachi Mohanty, Senior Manager- 02266985102
3	Pre-bid Meeting details	<ul style="list-style-type: none"> <li>○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 03.10.2023 at 11 am</li> <li>○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:em.bcc@bankofbaroda.com">em.bcc@bankofbaroda.com</a> along with pre-bid clarification.</li> <li>○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</li> <li>○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting</li> </ul>
4	Last Date of Submission of RFP Response (Closing Date)	Mode:- Offline/Physical Date :- 16.10.2023 at 3.00 PM
5	Eligibility Cum Technical Bid Opening Date	16.10.2023 at 3.30 PM
6	Commercial Bid	The commercial bids of only those Bidders who qualify in technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Application Money	NA
8	Bid Security (Earnest Money Deposit)	NA
9	Mode of bid submission	Mode: Offline/Physical

## [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. AMC means Annual Maintenance Contract
8. SLA means Service level Agreement

## Please note:

- 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. Bank is in possession of a land with old building, admeasuring about 691 square meters situated at CTS no 220/26, Patel Estate, Bandivali Village, Jogeshwari (West) Mumbai -400102. The Bank is planning for redevelopment a residential building for our Bank's staff at the said CTS after demolishing the existing building
- III. Bank invites tender from Govt. Agencies, Public Sector Undertakings set up by Central/State Govt. or any other PSU notified by Ministry of Urban Development (MoUD) to undertake Redevelopment work of Bank's Residential building at CTS no 220/26, Patel Estate, Bandivali Village, Jogeshwari (West) Mumbai 400102 on Deposit Work basis.

## 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 vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

## 1. Introduction

- 1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.
- 1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, BandraKurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders (Govt. Agencies, Public Sector Undertakings set up by Central/State Govt. or any other PSU notified by Ministry of Urban Development (MoUD)), hereafter called as ‘Bidders’, to participate in the competitive bidding for to undertake Redevelopment work of Bank’s Residential building at CTS no 220/26, Patel Estate, Bandivali Village, Jogeshwari (West) Mumbai 400102 on Deposit Work basis.

## 2. Project overview and scope of work

- 2.1. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select Govt. Agencies, Public Sector Undertakings set up by Central/State Govt. or any other PSU notified by Ministry of Urban Development (MoUD) to undertake Redevelopment work of Bank’s Residential building at CTS no 220/26, Patel Estate, Bandivali Village, Jogeshwari (West) Mumbai 400102 on Deposit Work basis Now
- 2.2. For this purpose, Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned in the tender and also in a position to fulfill the requirement as mentioned in Project Scope .Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.3. The detail scope of work is mentioned in the annexure 12. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

## 3. Contract period

The bank shall enter in to an agreement with the selected bidder till the period of completion of project including the Defects Liability Period. The contract will be deemed completed only when all the services contracted by the Bank are provided and implemented along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Bidder.

## 4. Application Money: NOT APPLICABLE

## 5. Bid Security (Earnest Money Deposit): NOT APPLICABLE

## 6. Performance Guarantee: NOT APPLICABLE

## 7. Sub - Contracting: NOT APPLICABLE

## 8. Service Level Agreement and Non-Disclosure Agreement:

- 8.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) which shall contain all the services and terms and conditions of the services to be extended on mutual consent of Bank and the successful bidder. The successful bidder shall execute the SLA and

NDA and provide the same along with acceptance of Purchase Order.

8.2. 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 successful bidder.

### **9. Compliance with Laws:**

- 9.1. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- 9.2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

### **10. Termination:**

- 10.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 10.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 10.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

### **11. Grievance Redressal and Dispute Resolution:**

- 11.1. Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the General Manager, Facility Management, BCC at [gm.em.bcc@bankofbaroda.com](mailto:gm.em.bcc@bankofbaroda.com) . It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

General Manager, Facility Management  
Bank of Baroda, Baroda Corporate Centre Building  
C-26, G-Block, BKC, Mumbai-51

### **Dispute Resolution:**

- 11.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 11.3. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 11.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 11.5. 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 who shall act as the chairman of the proceedings.
- 11.6. The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 11.7. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

### **12. Governing Laws:**

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

### **13. Prevention of Corrupt and Fraudulent Practices:**

- 13.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure 17 of this RFP.
- 13.2. Every Bidders / Suppliers / Contractors are expected to observe the highest

standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
- ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

13.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

13.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **14. Authorized Signatory:**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

#### **15. The bid submission by related parties:**

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank’s discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

#### **16. Right to Reject Bids:**

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not properly or duly signed.





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- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.



## **17. General Terms and conditions**

- 17.1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 17.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 17.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- 17.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 17.5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 17.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 17.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 17.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 17.9. Acceptance of Terms: the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document
- 17.10. Only one submission of response to RFP by each Respondent will be



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permitted.

- 17.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 17.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 17.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 17.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 17.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 17.16. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 17.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 17.18. All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 17.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 17.20. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 17.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent)



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after the RFP closes to improve or clarify any response.

- 17.22. Bidder should submit their Eligibility Cum Technical and Commercial bids as per format enclosed.
- 17.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 17.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 17.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 17.26. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 17.27. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 17.28. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 17.29. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 17.30. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 17.31. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result



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in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

- 17.32. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 17.33. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 17.34. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- 17.35. The bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
  - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 17.36. The execution, delivery and performance under an Agreement by bidder :
- ▶ Will not violate or contravene any provision of its documents of incorporation;
  - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
  - ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;



- 17.37. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 17.38. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 17.39. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 17.40. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 17.41. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 17.42. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 17.43. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 17.44. Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 17.45. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 17.46. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal



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and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

- 17.47. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 17.48. RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.



### **18. Abide with the universal human rights and banks Code of Ethics-**

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics.

The successful bidder shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct

### **19. Information 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 circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

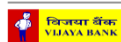
### **20. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.





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## Annexure 01 - Guidelines for submission details

Technical Bid envelope to contain the following (All the Documents should be signed by authorized representative of bidder)

Section #	Section Heading	Proforma Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder	Annexure 03
3.	Letter of Undertaking from Bidder	Annexure 07
4.	Conformity Letter	Annexure 09
5.	Executive Technical Summary	Bidder to provide
6.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 12
7.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
8.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
9.	Integrity pact	Bidder to provide detailed Annexure 17

Commercial Bid should be strictly as per Commercial bid format (Annexure - 15). Any commercial bid submitted not in conformity with Annexure – 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.

## Annexure 02 –Evaluation Terms

### 1. Evaluation process

Bidders are requested to submit the offers in (sealed cover) in two Bid systems (Technical & Financial Bid) as under:

Envelope-1:- Containing “Technical Bid” strictly as per the format enclosed along with necessary supporting documents

Envelope-2: - Containing “Financial Bid” strictly as per the format enclosed

Envelope-3:- Containing sealed Envelope-1 & Envelope-2 only and superscribed as

“Tender for undertaking redevelopment work of Bank’s residential building at Patel Estate, Bandivali Village, Jogeshwari (West), Mumbai on Deposit Work basis”

Important: Attach copies of the supporting documents.

1	a) Name of the applicant / organization b) Address of the Registered Office (Phone Nos, Fax Nos & Email ID & Contact Person)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.)  (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm  a) b) c)  Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number.  Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any	



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	other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a. No. of years of experience in the field and details of work in any other field. b. Whether ISO certified, furnish the details.	
8	Area of business activities other than manufacturing of chairs, if any, and place of business.	
9	Registration of firm under Shop & Establishments Act, 1948	
10	Yearly turnover of the organization during last 3 financial years (year wise) and furnish audited Balance Sheet and Profit & Loss A/c for the last –3- financial years. Average turnover in 2020 - 2021 2021-2022 2022-2023	
11	Name & Address of Bankers (Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the organization issued within last year)	1. 2. 3.
12	Enclose copy of acknowledge of latest income tax return filed with I.T. authorities.	
13	PAN No.	
14	Details of registration for sales tax.	
15	GST Registration No.	
16	Excise No.	
17	Detailed description and value of works done (Proforma-1) and works on hand (Proforma-2)	
18	Empanelment with other Companies/PSUs	
19	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, machineries, equipments etc.	



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20	Furnish the names of –3- responsible persons along with their designation, address, Tel.No. etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	1. 2. 3.
21	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 5 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation.  Give name of court, place, and status of pending litigation.	
22	Information relating to any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
23	Have you been ever disqualified (blacklisted) or levied penalty by any bank/PSU in past 5 years for non fulfillment of the contractual obligations. If yes, please provide details.	
24	Applications of agencies who failed to fulfill their commitments to bank during the currency of their previous contract for any procurement shall not be considered for evaluation of this prequalification. A self-declaration in this regard to be furnished by the bidder	
25	Have you in past carried out any work for Bank of Baroda or its subsidiaries? If yes, give details.	
26	Escalation Matrix along with details of communications	



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## PROFORMA – 1

### LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING LAST 7 YEARS

#### Notes:

- 1) Information has to be filled up specifically in this format. Please do not write remark “ As indicated in brochure”.

Sl No	Name of work with address.	Name & full postal addresses of the owner. Specify	Contract Amount In Rs.	Stipulated time of completion (Years)	Actual time of completion (years)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose clients certificate for satisfactory completion
1	2	3	4	5	6	7	8

- 2) Date shall be reckoned as on **31.07.2023**

- 3) For certificates, the issuing authority shall not be less than an Executive in charge.



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## PROFORMA - 2

### LIST OF IMPORTANT WORKS ON HAND

Sl. no	Name of work/ project with address.	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact nos. of -2- persons (top officials of the organization)	Contract Amount In Rs. with copy of Work Order & completion certificate from project in- charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant Information.
1	2	3	4	5	6	7

#### Note:

Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”

I/We confirm that to the best of my knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification by the Bank at any stage.

(Please enclose this information in the PART I (technical bid) of the bid. Bid of Bidders who are not furnishing above information will be summarily rejected).

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification by the Bank at any stage.

**Stamp and Signature of the Bidder**



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**Annexure – 03 Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure**

***(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)***

To  
General Manager  
Facilities Management  
Bank of Baroda Corporate Office  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

We, M/s ----- incorporated under the provisions of the Companies Act, 1956/2013 or .....having our registered office at -----  
----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

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.]”

In case the work awarded to us, 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





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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.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)



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## Annexure 07 – covering letter from the Bidder

To  
General Manager  
Facilities Management  
Bank of Baroda Corporate Office  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: RFP invited from Govt. Agencies, Public Sector Undertakings set up by Central/State Govt. or any other PSU notified by Ministry of Urban Development (MoUD) to undertake Redevelopment work of Bank's Residential building at CTS no 220/26, Patel Estate, Bandivali Village, Jogeshwari (West) Mumbai 400102 on Deposit Work basis.**

Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to deliver 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
2. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



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### Annexure 08–Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

RFP name and no:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope / Commercial / Legal / General / Any Other)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



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## Annexure 09–Conformity Letter

*(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)*

To

General Manager  
Facilities Management  
Bank of Baroda Corporate Office  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: RFP invited from Govt. Agencies, Public Sector Undertakings set up by Central/State Govt. or any other PSU notified by Ministry of Urban Development (MoUD) to undertake Redevelopment work of Bank's Residential building at CTS no 220/26, Patel Estate, Bandivali Village, Jogeshwari (West) Mumbai 400102 on Deposit Work basis.**

Further to our proposal dated ....., in response to the Request for Proposal.....(Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## **Annexure 12 – Project Details Scope of Work**

### **1. Project Scope**

#### **Brief of Project:**

Bank is in possession of a land with old building, admeasuring about 691 square meters situated at CTS no 220/26, Patel Estate, Bandivali Village, Jogeshwari (West) Mumbai -400102 . The Bank is planning to redevelopment a residential building for our bank's staff at the said CTS after demolishing the existing building.

#### **Scope of Work:**

##### **A Pre-implementation Stage:**

- Preparation of concept plans (at least three nos.) and presentation of the same to Apex/designated committee of the Bank for finalization of the concept & design, after getting the credential of the Architects duly approved by Bank.
- Carry-out detailed surveying and soil investigation of the site.
- Preparation of Detailed Project Report for Bank's approved concept.
- Strategies for demolition of existing old building.

##### **B Implementation Stage:**

- Preparation & Submission of the drawings (approved by Bank) to Local Authority and other concerned statutory authorities viz MCGM, Fire, Traffic, Solid Waste Management etc. and obtain their approval in respect of building plans and services including sanitary, water supply, drainage, electric and fire fighting, civil aviation, tree cutting, EIA clearance etc. or any other authorities from whom permission is essential for the successful commencement / completion of the project and furnish two sets of each such approved drawings / certificates to Bank (along with original copy).
- Prepare a sketch scheme report and estimate of cost of civil works and services in sufficient detail to proceed with working drawings to prepare a budget forecast. Submit budget forecast to the Bank.
- Agency shall also arrange availability of Transfer Developments Rights (TDR) for availing maximum FAR.
- Prepare Design Basis Report of the project, as a whole and trade-wise.
- Prepare complete detailed working drawings including large scale designs, making designs and calculations and drawings for foundations and other structural work through structural consultants and drawings for sanitary, water supply, sewage treatment plant and electrical services and also for any special installations like air-conditioning, lifts, generators, fire alarm and detection, fire protection and Building Automation systems, including landscaping, designs for planting saplings etc. as may be decided by the Bank and working out specifications and schedules of quantities. Describe the whole project adequately for the purposes of placing the Main Contract by the approved method.
- Prepare detailed tender documents for various trades, complete with Articles of Agreement, Special Conditions, General Conditions of Contract, Specifications, Drawings, Schedule of Quantities, Time and Progress Charts and any other material necessary for completing the tender documents and get the same



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approved by the Bank including detailed analysis of rates based on market rates, time and progress charts etc.

- Invitation and scrutiny of Tenders (Part I & II) and award of works with approval from the Bank. Bank shall nominate suitable Officers/Executives to witness the various processes as Observer/s.
- Day to day supervision and inspection by the team of Engineers & other officials trade wise, at various stages of construction for quality and surveillance of works to ensure proper and timely execution of the said works as per drawings and specification and effect smooth progress by prompt supply of drawings and decisions and co-ordination with all the agencies engaged in the design, engineering and execution of various items of work as required. Suggest modifications, if any, due to site conditions or otherwise and give modified drawings, specifications and costs, if required.
- Ensure Quality assurance and control tests in all respects including mandatory tests on all materials and performance tests of complete items of works, as may be applicable, and ensure soundness of construction & structural stability.
- Maintaining co-ordination between various agencies and services.
- Recording measurements of works done as per I.S Codes. Issue monthly certificates confirming that the work carried out is generally as per drawings and specifications.
- Maintaining all data/ reports/site reports required for records and technical audit/ scrutiny as per CVC/ IBA/Bank's guidelines.
- Monitoring the project progress on PERT/ CPM method and submission of monthly physical and financial progress reports to the Bank, in MS Project/ Prima Vera. Submission of quarterly budget to the Bank for fund allocation for payment to various agencies.
- No deviations or substitutions or extra items of work from the approved design and cost, shall be undertaken/ executed/ carried out without the written consent of the Bank. For any such deviations, substitutions, omission or extra items of work, if anticipated or required, the Agency shall immediately report the same to the Bank with adequate justifications and furnish an analysis of the extra cost involved thereby.
- Arranging site meetings on fortnightly basis, recording Minutes of Meeting (MOM), clearing bottlenecks and ensuring completion as per schedule, including timely sample approvals.
- Dealing with observations and reply to queries of technical audit and/or by C.T.E of CVC in case of any irregularities or otherwise.
- Handle and sort out all issues of disputes with contractors arising out of said project execution as well as in case of arbitration pertaining to project and protect the interest of the Bank.
- Issuing completion certificate to various agencies, after settling final bills and reconciliation.
- Handing over of the project to the Bank. Check, certify and submit 'As-built' drawings of various works in -3- sets of hard copies as well as soft copies of same in AutoCAD Format in CDs.
- Appearing, if required, before the Municipal Assessor or such other authorities in connection with the settlement of the rateable value of the building and tendering advice in the matter to the Bank.

- Obtain occupation and final building completion certificate including NOC for Elevator, Fire, Water, Sewerage, License for lifts and secure permission of Municipality and / or all other authorities for the occupation of the building and obtaining refund of the deposits, if any, made by the Bank to the Municipality or other authorities.
- Getting defects rectified in the work notified during the defect liability period.
- Processing refund of the retention money to the contractors as per terms of relevant contract after getting due certification and No-Objection from Bank.

Professional fee for Deposit work shall include the following:

- All fees/ charges paid/ payable to all the Consultants viz. Architectural, Structural, Fire, MEP etc.
- All Stationery charges for drawings/ reports/ CDs etc. including -3- sets of As-built drawings, in hard copies as well as CDs, at the time of handing over of project.
- All existing taxes, cess, levies, royalties etc. whether local municipal, provincial or central etc., as on the date of submission of the financial bids, payable to the concerned authorities, related to the Professional charges. Subsequent New/Additional taxes, cess, levies etc in respect of the professional fees shall be borne by the Bank. Reduction, if any, in the existing structure shall be recoverable by the Bank.
- The Agency shall, predominantly have their controlling office/ camp office at Mumbai, no matter where their Headquarter is located. No TA/DA shall be paid to the Agency for travelling to/ from their Headquarter.
- Any statutory fees, payment required to be paid to statutory authorities towards development of proposed property will be borne by Bank. If such payments made by consultant, the same shall be reimbursed by Bank on production of original receipt.

**Standards:** All standards to be followed will adhere to Bureau of Indian Standards (IS) specifications or other acceptable standards.

### **Payment Terms**

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by IT Dept., as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the



selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

**Defect Liability Period:**

- The Defect Liability Period (DLP) shall be for 12 (twelve) months reckoned from the date of completion and handing over of the work.
- For specialized items viz., Anti-termite treatment, water-proofing treatment and the like, where the work is warranted to remain efficient and trouble-free for ten or more years, a specific guarantee on a stamp paper shall be arranged to be obtained from the Executing vendor and provided to the Bank by the Agency.

**Liquidated Damages (LD):**

- If agency is unable to complete the project within the specified time for reasons solely attributable to agency, Bank will impose liquidated damages on agency. The damages shall be calculated @ 0.25% of contract amount (including the approved variations) for each week of delay, subject to maximum of the 5% of fee payable to the Agency.
- In case the project is delayed due to reasons attributable to the Contractors/ Agencies/ Suppliers engaged for the project by the Agency, Agency shall be primarily/ solely responsible for payment of liquidated damages to Bank @ 0.25% per week of the cost of unfinished or balance work of the respective contract buildings/ works/ supplies of the project subject to maximum of 5 % of the cost of particular building/ work. Bank shall have no objection to Agency making good such damages by way of penalties to be imposed by them on the contractors/ suppliers as per the respective terms of the agreement.
- Agency shall be responsible for timely execution of work at the approved cost and accordingly to specifications laid down through contractors, and Agency shall adequately cover the risk and cost due to delays/ non-performance by contractors and any damages recovered by the Agency from contractors in this behalf shall be passed on to the Bank forthwith. However, for valid circumstances beyond the control of Agency, Bank may consider the grant of extension of time on the merit of the case.

Any dispute arising from the Contract shall be referred to Competent Authority appointed by Govt. of India as per Arbitration and conciliation Act 1996 and amendments thereon, and shall be within jurisdiction of Mumbai Court.

Yours faithfully,

(For \_\_\_\_\_) (Authorized Signatory)

(Name & Designation with date)

Note: - This letter should be on organization's official letter head / along with offal rubber stamp

## Annexure 17 – Integrity Pact

### **PRE CONTRACT INTEGRITY PACT** **(TO BE STAMPED AS AN AGREEMENT)**

Between

**BANK OF BARODA**, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**BOB**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at \_\_\_\_\_ through its authorized representative Mr. \_\_\_\_\_ hereinafter referred to as “**Bidder**”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

Preamble

BOB is a one of the nationalized PSU Bank having its presence throughout India and overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s RFP from Govt. Agencies, Public Sector Undertakings set up by Central/State Govt. or any other PSU notified by Ministry of Urban Development (MoUD) to undertake Redevelopment work of Bank’s Residential building at CTS no 220/26, Patel Estate, Bandivali Village, Jogeshwari (West) Mumbai 400102 on Deposit Work basis

BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM ) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of BOB

- (1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the BOB, personally or through its family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
  - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through



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which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- (2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter .
  - g. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### Section 3 - Disqualification from tender process and exclusion from future contracts



If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per law in force (

#### Section 4 - Compensation for Damages

- (1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section 3, the BOB shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

#### Section 6 - Equal treatment of all Bidders | Contractors | Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidder(s) | Contractor(s) Subcontractor(s)

If the BOB obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

#### Section 8 - Independent External Monitor

- (1) The BOB appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

##### 1. Independent Monitors

1.1 Following have been appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance



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Commission. The name and e-mail address of the IEMs are as follows:

Shri Umesh Kumar (email id- umeshkumar84@rediffmail.com )

Dr. Sandeep Tripathi (email id- sandeeptrip.ifs@gmail.com )

(2)

(3) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

(4) he Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(5) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.

(6) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(7) As soon as the Monitor notices, or believes to notice , a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(8) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.

(9) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(10) The word 'Monitor' would include both singular and plural.



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## Section 9 - Pact Duration

This Pact shall be ineffective from the date of its execution, and shall expires for the selected Contractor till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

## Section 10 Other provisions

- (1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BOB

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2.

\_\_\_\_\_



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Financial Bid (to be put in sealed Envelope No -2)

Ref No:-

Dated:25.09.2023

The General Manager,  
Facility Management Deptt  
Bank of Baroda,  
Baroda Corporate Centre,  
C-26, G- Block, Bandra Kurla Complex,  
Bandra (East)  
Mumbai- 400051

Dear Sir:

Re: Offer from Govt. Agencies, Public Sector Undertakings set up by Central/State Govt. or any other PSU notified by Ministry of Urban Development (MoUD) to undertake Redevelopment work of Bank's Residential building at CTS no 220/26, Patel Estate, Bandivali Village, Jogeshwari (West) Mumbai 400102 on Deposit Work basis-Financial Bid

In response to your letter No \_\_\_\_\_ dated \_\_\_\_\_ / tender notice issued dated \_\_\_\_\_ we hereby submit our offer in sealed envelopes containing Financial Bid. We accept all the terms & conditions mentioned in the Technical bid.

We hereby give our competitive rate as under:

Professional fee for undertaking work on "Deposit Work basis" to complete the above mentioned work = \_\_\_\_\_ (%) ( \_\_\_\_\_ percent) of actual Project Cost.\*

\*- Please note- Actual Project Cost is Amount billed by the Contractor excluding GST.

GST which has been imposed by Central/State Government on the services rendered by the Agency will be borne by Bank of Baroda.

We understand that the Bank has not bound itself to accept/reject all/any of the offers received and we shall not move any correspondence/claim in this regard.

**Yours faithfully,**

(For \_\_\_\_\_)

**(Authorized Signatory)**

**(Name & Designation with date)**

Note: - This letter should be on organization's official letter head / along with offal rubber stamp