

**BANK OF BARODA**  
**FACILITIES MANAGEMENT DEPARTMENT**  
 1st Floor, Baroda Corporate Centre,  
 C-26, G-BLOCK, BANDRA KURLA COMPLEX,  
 BANDRA (EAST), MUMBAI-400051

**ADDENDUM -1**  
**DATED: 06.11.2019**

With reference to our press notice dated 23.10.2019 inviting application for “Prequalification of Architects for Redevelopment of Residential Buildings at Bhandup, Mumbai”. The clarifications against the queries raised by prospective bidders are as below:

S. N	Page No.	Clause No.	Bidders Query / Reference	Clarification
1	2	<b>Eligibility Criteria- Pt. No.1</b>	Kindly consider project with in last 10 years one from Mumbai / Navi Mumbai Area and other from outside Mumbai area.	<p>Bidders should have experience of having successfully completed similar* jobs i.e. during last 7 years (as of 31.10.2019). Jobs completed during the said period shall only be considered for evaluation</p> <p>Similar Job means Providing architectural service for residential/ commercial / Administrative / Public / Institutional building in Mumbai or any other city / location - PAN India.</p> <p>Firms who have executed similar jobs outside Mumbai must have a full-fledged operational office in Mumbai / Navi Mumbai / Thane / Virar.</p> <p>Firms who do not have a full-fledged operational office in Mumbai must have executed similar jobs having value not less than one works of ₹56Cr in Mumbai / Navi Mumbai / Thane / Virar.</p> <p>However, the value and quantity/number of works/projects executed mentioned in the criteria shall remain the same.</p>
2	2	<b>Eligibility Criteria- Pt. No.1</b>	Consider cost of 70 crs as total cost of works for 3-4 projects in Navi Mumbai / Mumbai Area.	<p>The terms and conditions of the notice for application shall remain the same.</p> <p>Works/Projects executed outside Mumbai shall be considered subject to :</p> <ul style="list-style-type: none"> <li>• The Firm should have a full-fledged operational office in Mumbai / Navi Mumbai / Thane / Virar, OR</li> <li>• Must have executed similar jobs having value not less than ₹56Cr ( at least one work) in Mumbai / Navi Mumbai / Thane /</li> </ul>

				Virar. However, the value and quantity/number of works/projects executed mentioned in the criteria shall remain the same.
3	2 & 4	<b>Broad Scope of Architect</b>	We are here assuming that Overall monitoring does not mean PMC .Kindly elaborate the scope in detail to avoid any post appointment disputes	The Broad Scope of Architect shall be to design the structures as per requirement and site conditions, prepare necessary drawings, tender documents, assisting bank for engaging Green Building Consultant, PMC (Project Management Consultant ) / Contractors for various construction activities and also for supply and installation of electrical and electromechanical equipment required for operation of the building.  PMC shall be engaged separately by the Bank. However, verification and certification of bills which are verified by the PMC shall be the responsibility of the Architect.  Additional information on Broad scope of Architect is mentioned in page no.4 of the application notice.
4	5	<b>Annexure I- Marking System For Prequalification - S.No.3</b>	Request to consider cost of 140 cr for 2-3 projects in Mumbai and outside Mumbai area.	The Criteria shall remain same. Works/Projects executed outside Mumbai shall be considered if the Firm applying for the job has a full-fledged operational office in Mumbai / Navi Mumbai / Thane / Virar  However, the financial criteria shall remain the same.
5	5	<b>Annexure I- Marking System For Prequalification - S.No.4</b>	Performance/Quality of work for similar job (will be assessed based on site visit / confidential reports from the clients) - For this assessment do we need to submit this from clients?	Firms must submit Performance Certificates / Completion Certificates from their previous employers / clients. Bank has the right to obtain confidential report from the clients/ consultants OR/AND carry out site visits of the works carried out/executed by the bidder/Firm. Bidders to facilitate/arrange for visits to project sites in consultation with their client for those projects executed by them in the past.
6	5	<b>Annexure I- Marking System For Prequalification - S.No.7</b>	Green Building including LEED / GRIHA rated building exposure & work execution - Work in hand but not executed to be considered or not?	Works in hand shall not be considered for evaluation and no marks shall be allotted for ongoing projects/works in hand.  There is no minimum score for Green Building exposure.
7	-	-	Whether the presentation has to be given after the prequalification process is done OR	Presentation shall be done by the pre-qualified Architects after issuing tender documents to them.

			has to be submitted on 13/11/2019.	
8	3	<b>Eligibility Criteria- Pt. No.4</b>	Clarification on - Should have a full-fledged office/ executed similar jobs having value not less than ₹56Cr at Mumbai	Either the firm Should have a full-fledged office in Mumbai OR must have executed similar jobs having value not less than ₹56Cr (at least one work) in Mumbai.  However, if the firm had executed similar jobs having value not less than ₹56Cr in Mumbai but do not have a full-fledged office in Mumbai, then the Architect should set up an office in Mumbai or have to identify a partner (Architectural Firm) for carrying out the job efficiently. The declaration in this regard for setting-up an office in Mumbai shall be provided along with the application.
9	14	<b>Annexure VII- Compilation Chart – S.No.5</b>	Proof for having a full-fledged office at Bengaluru	Please read as: Proof for having a full-fledged office at Mumbai needs to be submitted.
10	-	-	Integrity Pact	The Architect Firm/Firms qualifying for Design Competition will have to enter into a pre-contract Integrity Pact with the Bank. A sample format of Integrity Pact is enclosed for reference.
11	-	-	Independent External Monitor (IEM)	The Bank has appointed Independent External Monitors (hereinafter referred to as Monitors) for the above Integrity Pact in consultation with the Central Vigilance Commission. Name: Mr. Shirish Balakrishna Agarkar. (email id: agarkar.bob1@gmail.com )

Note:

1. Bidders are advised to consider and confirm the above points while submitting the bids.
2. The above shall be complementary in contents with the existing terms and conditions of the application except otherwise explicitly superseded. All other terms and conditions of the application shall remain unchanged.
3. This Addendum – I shall form part of the application i.e. contract agreement.
4. The bidders have to submit “Unconditional application”. Conditional bids are liable to be rejected. Sealed and signed copy of the application to be submitted along with corrigendum-I.
5. Last Date for Submission of Bids shall be 13.11.2019, till 15:00 Hrs. Technical Bids shall be opened on 13.11.2019 at 15:30Hrs.

Sd/-

**(General Manager & Head)**  
**Facilities Management, COA, DMS & Security**

**Place: Mumbai**  
**Date: 06.11.2019**

*Seal & Sign of Bidder*

## Annexure 18 – Integrity Pact

### PRE CONTRACT INTEGRITY PACT

#### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation

process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and

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has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information - provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3 Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **4 Earnest Money (Security Deposit)**

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of Bank of Baroda
- (ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money/Security Deposit shall be valid upto a period of 8 Months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **5 Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER

with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- 5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6 Fall Clause**

The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

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The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is found at any stage that similar (in quantity) product / systems or sub systems was supplied by the BIDDER to any other Ministry /Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7 Independent Monitors**

- 7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Shirish Balakrishna Agarkar (email id: [agarkar.bob1@gmail.com](mailto:agarkar.bob1@gmail.com) )
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents

including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **10 Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **11 Validity**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**12.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

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

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

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

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