



**Request for Proposal**

**For**

**Appointment of Real Estate Consultant for  
Rental Assessment and Strategizing Process  
for Finalizing Lease Premises**

*Facilities Management Deptt.  
Baroda Corporate Centre,  
Bank of Baroda,  
BKC, Mumbai,  
12.08.2020*

**REQUEST FOR PROPOSAL (RFP) for Rental assessment and strategizing process for finalizing lease premises.**

**Key Information on the RFP Response Submission**

#	Particulars	Timeline
1	RFP Issuance Date	12.08.2020
2	RFP Co-ordinator	Chief Manager
	Telephone	+91 22 66985102 / 5177
	Email id	em.bcc@bankofbaroda.com
	Address for Proposal Submission	General Manager ( FM, COA, DMS & Security ) Facilities Management Deptt, 1 <sup>st</sup> Floor, Baroda Corporate Centre, Bank of Baroda, C-26, G-Block, Bandra Kurla Complex, Bandra, Mumbai – 400 051
3	Last Date of Written request for clarifications on RFP, if any.	3:00 pm on August 18, 2020
4	Pre-Bid Meeting	3:00 pm on August 21, 2020
5	Last Date of Submission of RFP Response (Closing Date)	3:00 pm on September 03, 2020
6	Technical Proposal Opening Date	3:30 pm on September 3 <sup>rd</sup> , 2020
7	Presentation to Committee	The proposals of those Consultants who attains minimum qualifying marks of 60% in the Technical evaluation, will be eligible for Presentation. Date will be communicated separately.
8	Financial Proposal Opening date	The Financial Proposals of only those who qualify in Technical Proposal will be opened. The date for opening of the Financial Proposal would be communicated separately only to those bidders who are eligible and technically qualified.
9	Proposal Security (Earnest Money Deposit or EMD)	INR 1,00,000/- (Rupees One Lakh Only)  <u>Account details :</u> Name of Bank : Bank of Baroda Name of Branch : BKC Account No. : <b>29040400000417</b> Account type : OD IFSC : BARB0BANEAS

**Definition of Terms used in the RFP:**

Following terms are used in the document interchangeably to mean:

1. "Assignment/ Job/ Engagement" means the work to be performed by the selected Bidder pursuant to the Contract/Agreement.
2. "BOB " means BANK OF BARODA
3. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP
4. "Day" means calendar day
5. "Disclosing parties/ Receiving Parties/ Party/ Parties" means Bank of Baroda and Successful Bidder or both as the case maybe
6. "Proposal/ Bid/ Tender" means Response to the RFP Document
- a) "Recipient, Respondent, Consultant and Bidder" means interested and eligible applicants responding to this RFP for providing Consultancy services towards Rental Assessment and Strategizing Process for Finalizing Lease Premises.
7. "RFP" means the Request For Proposal document
8. "Successful/ Selected Bidder" means the bidder selected as the successful bidder by the Bank of Baroda in accordance with this RFP
9. "Company /PSU /LLP/Partnership/Proprietorship" means eligible entity participating in the RFP.

**Confidentiality:**

*This document is meant for the specific use by the Company/ person/s interested to participate in the RFP process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the Consultant or any person acting on behalf of the Consultant strictly adhere to the instructions given in the document and maintain confidentiality of information. The Consultant will be held responsible for any misuse of information contained in the document, and are 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 the confidentiality clauses.*

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# 1 Introduction

## 1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose to enable Bank of Baroda in Appointment of Real Estate Consultant for Rental Assessment and Strategizing Process for Finalizing Lease Premises.

The RFP document is not recommendation, offer or invitation 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 Bank of Baroda and any successful Consultant as identified by the Bank, after completion of the selection process as detailed in this RFP document.

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.

### **Application to be submitted by Bidders**

<b>S No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Company	
2	Status of the Concern/ Firm (i.e. whether Govt., PSU, a Proprietary Concern/ Private Ltd Co./ Public Ltd Co./ Partnership/LLP etc.)	
3	Complete Registered Office Address with telephone, website and email	
4	Date of Incorporation (Please attach copy of certificate of incorporation)	
5	Details of the Concern/Firm Body Corporate (Please attach copy of Articles & Memorandum of Association in case of Ltd company, Deeds in case of LLPs and requisite	
6	Number of full time offices (Attach list of offices with addresses separately in India and abroad and these address should also appear in the printed profile of the consultant )	
7	List of full time staff- including Directors/ Partners (Please attach Annexure)	
8	Company profile (include background of company, organization structure, background of promoters, business of company, years in consultancy business, experience and details of current activities) (Attach supporting documents such as company brochures, etc)	

9	Particulars of individual(s) who will serve as point of contact/ communication with BOB with contact number, and email-id.	
10	Has the applicant been barred by the Central/State Govt. or any entity from participating in any project?	
11	Has the applicant been penalized due to delay as per contract or for any other reason in relation to execution of a contract in the last three years (Yes/No) If yes, details thereof	
12	Turnover of the business for the last three years (Please attach copy of last 3 years Audited Accounts): Year 19 - 20 Year 18 – 19 Year 17 – 18	
13	Income Tax Clearances Certificate/ Balance Sheet/ Profit& Loss A/c for the last three years):	
14	Nature & details of experience in relevant Realty Services (Please attach relevant documentary evidence ):	
15	Details of clients and the nature of jobs carried out (Please attach relevant documentary evidence)	
16	Name of the Consultants/ Professionals with qualification and their membership details along with their nature and length of experience)	
17	Whether registered with Central/ State Govt. Authorities/ Banks/ PWD/ CPWD/ Public Sector Undertakings etc, if so the class of Registration	
18	Please mention the prestigious projects/ Consultancies (Domestic only) undertaken during the last 3 years and their monetary value	
19	GSTIN No.	
20	PAN (Permanent Account Number) allotted by Income Tax Department:	
21	Bank Solvency Certificate:	

### **Resources**

The bidder is expected to deploy appropriate quality and number of resources during various phases of the project. The strength and quality of team will be specifically evaluated during technical evaluation.

### **Bidder's Eligibility Criteria**

Applications in prescribed form are hereby invited from professional consultant firms fulfilling the eligibility conditions set out below for their selection:

Sr.	Particulars	Criteria
i	Experience	<ul style="list-style-type: none"> <li>Minimum 3 years in the field of complete real estate solutions such as development/ redevelopment/ rental benchmarking / lease facilitation/ disposal of properties/ optimum space utilization study for Central/ State Govt. organizations/ PSU's/ Autonomous bodies/ Private sector companies of repute having turnover of INR 1000 Crore per annum.</li> <li>Must have assessed rental benchmarking / lease facilitation in India with built-up area average totalling not less than 5,00,000 Sq.ft per year as Commercial, Residential and/or Institutional use in all 3 previous years.</li> <li>Must have provided services in India for having conducted feasibility study of average 5 projects per year in last 3 years from 31.3.2017 rating of which is not less than INR 50 crores for each project (more than INR 150 cores in three years)</li> </ul>
ii	Registration/ incorporation	The firm shall be registered with registrar of companies in India or should have a registered deed for partnership or LLP.
iii	Presence / reach	The firm should have Offices min. at 5 metro centres across India (any five in Mumbai, Delhi, Kolkata, Chennai Ahmedabad, Hyderabad & Bengaluru)
iv	Clientele / past record	The firm should have been empanelled/ engaged by at least 2 clients from Government / PSUs for real estate job in the last 3 years.
v	Minimum annual billing for consultancy work	The minimum average turnover from consultancy work in last 3 financial years should not be less than INR 75 Crores.
vi	Registration with Income Tax /GST Authorities	The valid registration number issued by Income Tax Authorities
vii	Must have not less than 15 qualified post graduate Marketing & Technical Consultants on its roll.	

The intending applicants are required to submit the self-attested (by authorised signatory) copies of documents / certificate in conformation of their meeting the above eligibility criteria along-with the other details / documents as specified, failing which the RFP is liable to be rejected.

Bank reserves the right to accept any application or reject any or all the applications or annul this process at any time without assigning any reason whatsoever. This notice is available on Tender section of Bank's website, [www.bankofbaroda.com](http://www.bankofbaroda.com).

The Bidder should not have been blacklisted / barred / disqualified by any regulator / statutory body in India during last 10 years.

**(All the above eligibility criteria will have to be supported by documentary evidence which will need to be attached with the technical bid)**



In response to the present RFP, Bidder is required to submit sealed Technical Bid and Commercial Bid containing the documents as per the details in the criteria, along with the documentary evidence, and other documents related to the bid.

The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

The Bidder must enclose the following along with **Technical part** of the RFP:

**Part - 1**

- a) Bidder's eligibility details
- b) Bidder's general information
- c) Organogram / Key People who will be involved in the project
- d) Documentary proofs of the experience claimed by the Bidder.
- e) Documentary proofs of the experience claimed by the Bidder Partner.

**Part – 2**

**Detailed presentation** by the bidding Consultant towards scope, capability & methodology of the intended project of Bank of Baroda (refer *Annexure – 4*).

On the basis of the responses received from the interested parties, eligible bidders will be shortlisted for conducting presentation before constituted committee.

**Pre Bid meeting**

A Pre bid meeting on e-platform (preferably through Microsoft Team) shall be arranged on **21/08/2020 at 03:00 p.m** to clarify queries / doubts of prospective bidders. The queries may be forwarded to [em.bcc@bankofbaroda.com](mailto:em.bcc@bankofbaroda.com) on or before **5.00 PM on 18/08/2020**. Participation of representatives shall be allowed only with prior appointment.

Corrigendum/ Addendum, if any, shall be issued on Bank's website only.

## **1.2 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 Bank of Baroda in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or consultant gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

### **1.3 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank of Baroda and its directors, officers, employees, contractors, representatives, agents, and Consultant 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 Bank of Baroda or any of its directors, officers, employees, contractors, representatives, agents, or Consultant.

### **1.4 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 Bank, will be borne entirely and exclusively by the Recipient/ Respondent.

### **1.5 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.

### **1.6 Evaluation of Offers**

Each Recipient acknowledges and accepts that Bank of Baroda may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Property / Real Estate Consultant for *Rental Assessment and Strategizing Process for Finalizing Lease Premises*, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

### **1.7 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

## **1.8 Acceptance of Terms**

A Recipient will, by responding to Bank of Baroda's RFP document, be deemed to have accepted the terms as stated in this RFP document.

## **1.9 Registration of RFP Response**

Registration of RFP response will be effected by Bank of Baroda by making an entry in a separate register kept for the purpose upon Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to Bank of Baroda to reproduce the whole or any portion of their submission for the purpose of evaluation.

## **1.10 RFP Validity period**

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date.

## **1.11 Appointment period**

Post the evaluation process, the selected Consultant would be initially appointed by Bank of Baroda for 2 (two) years and may be extended up to another 2 (1+1) years subject to satisfactory performance and at the sole discretion of Bank of Baroda.

## **1.12 Communication on the RFP**

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in the RFP. Bank of Baroda will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as Addendum to the RFP and will be published on Bank of Baroda's website under Tenders section. However, Bank of Baroda will not answer any communication initiated by the Respondents beyond the dates provided in **"Key Information on the RFP Response Submission"**.

Bank of Baroda 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.

Respondents should invariably provide details of their email address as any clarifications required by Bank of Baroda against the response to the RFP will only be communicated to the Respondent via

email. If Bank of Baroda 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 of Baroda reserves the right to communicate such response to all Respondents.

Bank of Baroda may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

### **1.13 Notification**

Bank of Baroda will notify all the Respondents in writing immediately post completion of the RFP Evaluation on the outcome of the process. Bank of Baroda is not obliged to provide any reasons for any such acceptance or rejection.

### **1.14 Disqualification**

Any form of canvassing/lobbying/influence will result in disqualification of the bidder at the sole discretion of Bank of Baroda.

### **1.15 Language**

The RFP response prepared by the Consultant, as well as all correspondence and documents relating to the RFP exchanged by the Consultant and BANK OF BARODA and supporting documents and printed literature shall be in the English language only.

### **1.16 Formats of Bids**

The Consultant should use the formats prescribed by BANK OF BARODA in submission of the RFP Response. Bank reserves the right to ascertain information from Banks and other institutions to which the Consultant have rendered their services for execution of similar assignments.

### **1.17 Timeframe**

The timeframe has been provided at the start of this document for the overall selection process. Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, Bank reserves the right to change the aforementioned timelines.

## 1.18 RFP Response Submission Details

### ENVELOPE 1 - (TECHNICAL BID):

The Technical Proposal should be made in an organized, structured and neat manner. Brochures/ leaflets should not be submitted in loose form. The suggested format for submission of the Technical Proposal is as follows:

1. **Earnest Money Deposit (EMD)** – To be paid through NEFT / RTGS (Details provided). Documentary proof for the transfer with UTR number should be enclosed.
2. Offer covering letter as per Annexure 2
3. Approach, Methodology and Work plan as per Annexure 3
4. Undertaking as per Annexure 6
5. Conformity Letter as per Annexure 8
6. Comments on the Terms of Reference / RFP
7. Integrity Pact as per Annexure 10
8. A hardcopy of the **technical part of the RFP** along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions, should be included in Envelope-1.

The Technical proposal should be submitted in the form of one hard copy and one soft copy. Hard Copy should be placed in a sealed envelope super-scribed as “TECHNICAL PROPOSAL”. Soft Copy should be submitted in a Flash drive in a sealed envelope marked “SOFT COPY OF TECHNICAL PROPOSAL”. These two sealed envelopes must be placed in a single sealed envelope super-scribed as **“Technical Bid for Rental assessment and strategizing process for finalizing lease premises.**

The Technical Proposal should be complete in all respects and should contain all information as specified in the RFP, with the exclusion of the Financial Proposal. The Technical Proposal should not contain any price information; any Consultant disclosing the Financial Proposal information in the Technical Proposal will be summarily rejected. The Technical Proposal should indicate the ideas, solutions and processes suggested in ‘Scope of Work’.

All the relevant pages of the proposal are to be signed by an authorized signatory on behalf of the Consultant. The number should be unique serial number across the document. The Bidder should provide documentary evidence of the authorised signatory for the purpose of this RFP.

The RFP response shall be in the English language only. The contact name, email ID and telephone numbers (mobile & landline) of the Consultant shall also be indicated on the sealed cover.

**Detailed Presentation (as mentioned in Page-9) should be placed in the original Technical Proposal (Envelope -1).**

## **ENVELOPE 2 - (FINANCIAL BID):**

The Financial Proposal needs to be provided in the template provided in **Annexure 5**. The Financial Proposal should be submitted ONLY in the form of one hard copy. Hard Copy should be placed in a sealed envelope super-scribed as **“Envelop-2: FINANCIAL PROPOSAL for Rental assessment and strategizing process for finalizing lease premises.”**

The envelopes marked as **Envelope – 1** and **Envelope – 2** as per the content clarifications mentioned above, may be submitted in a single **Covering Envelope** marked as **“Proposal for Rental assessment and strategizing process for finalizing lease premises.”**

As mentioned above, the Financial Proposal and Technical Proposals must be submitted separately in different envelopes. It is reiterated that if any envelope is found to contain both Technical and Financial Proposals, such offers will be rejected by the Bank. Offer should not be conditional in any manner; any conditional Financial Proposal responses shall be rejected by Bank.

## **IMPORTANT POINTS TO BE NOTED**

- a) The sealed bid envelopes should be delivered to the RFP Co-ordinator at the postal address mentioned in the point **“Key Information on the RFP Response Submission”**. BANK OF BARODA has nominated the RFP Co-ordinator to manage the bid process on behalf of the BANK.
- b) All the queries and communication must be addressed to the RFP Co-ordinator from BANK OF BARODA.
- c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- d) All letters must be addressed to the RFP Co-ordinator.
- e) Only one submission of the RFP response by each Respondent will be permitted (in case there are multiple submissions by the same organization, the first submission will be treated as final by BANK OF BARODA for the purpose of evaluation of responses). All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by BANK OF BARODA form part of the final contract between BANK OF BARODA and selected Respondent.
- f) Unsigned responses would be treated as incomplete and are liable to be rejected.

## **1.19 Earnest Money Deposit & Security Deposit**

The bidder will have to submit proof for having paid Earnest Money Deposit (EMD – Bid Security) amounting to INR 1,00,000/- (Rupees One Lac only) while submitting their bid as stipulated by BANK OF BARODA in the section on **“Key Information on the RFP Response Submission”**. The Earnest Money Deposit is required to protect BANK OF BARODA against the risk of the Consultant’s conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be transferred to the given account. Any bid not secured in accordance with the above will be rejected by Bank as non-responsive.

The earnest money deposit of a Consultant may be forfeited by BANK OF BARODA if the Consultant withdraws its bid during the bid validity period.

**Unsuccessful Bidders who have not been selected** – The EMD will be returned by BANK OF BARODA within three weeks from closure of the selection process. No interest shall be paid on EMD to Unsuccessful bidders.

**Security Deposit payable by the Successful Bid Winner** – The Selected Consultant has to deposit with BANK OF BARODA an amount of INR 5,00,000/- (Rupees Five Lakhs only) towards security deposit in form of Bank Guarantee for the entire period of the contract with grace period of 6 months, within 15 days from the date of communication about selection by Bank. The selected Consultant's Earnest Money Deposit will be returned after confirmation of above Bank Guarantee from issuing Bank. The EMD of the Selected Consultant may be forfeited if they fail to furnish security deposit within 15 days from the date of communication about selection by BANK OF BARODA.

## **1.20 Financial Proposal**

The Financial Proposal should contain all relevant price information and should not contradict the Technical Proposal in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, excluding GST. BANK OF BARODA is not responsible for the arithmetical accuracy of the bid. The Consultant will have to ensure all calculations are accurate. BANK OF BARODA at any point in time for reasons whatsoever is not responsible for any assumptions made by the Consultant. BANK OF BARODA at a later date will not accept any plea of the Consultant or changes in the commercial offer for any such assumptions.

Consultant should quote fees as per the format provided by BANK OF BARODA while submitting the Financial Proposal as per Annexure 5.

## 2 Terms of Reference

### 2.1 Introduction and Overview

Bank of Baroda is one of the largest Public Sector Banks in India with a branch network of over 9000+ branches in India and 100 branches/offices overseas including branches of our subsidiaries, distributed in 21 countries.

The Bank intends to appoint competent and well-established professional Consultant of international repute, having offices in India, to carry out Rental assessment and strategizing process for finalizing lease premises of the Bank across the country.

### 2.2 Project Scope

#### Consultancy Service Requirements

The primary scope of work will be finalizing strategies for:

1. Assessing rental rates of existing premises after benchmarking rents in each locality.
2. Renewal of existing premises considering the rental benchmarking done
3. Negotiating with landlords for reduction in rental for existing and proposed premises.
4. Facilitate searching a suitable premises and negotiate lease rental in the vicinity of existing branch or some other place where Bank intends to open new Office / Branch.

Please refer **Annexure – 1**, for detailed scope of services.

### 2.3 Evaluation process of RFP

#### Opening of Technical Bid

Technical Proposals received within the prescribed date and time will be opened by designated Committee of the Bank, in the presence of authorized representative(s) of the bidder who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the bidder having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the Consultant, authorizing him/her to represent and attend the Bid opening on behalf of the Consultant.

#### Preliminary Scrutiny

Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required, to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements.



## Documentation of Eligibility criteria

The bidder would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suitability.

During evaluation of the RFPs, BANK OF BARODA, at its discretion, may ask the bidder for clarification in respect of its RFP. The request for clarification and the response shall be in writing, and no change in the substance of the RFP shall be sought, offered, or permitted.

BANK OF BARODA reserves the right to accept or reject any RFP in whole or in parts without assigning any reason thereof. The decision of BANK OF BARODA shall be final and binding on all the bidders to this document, and BANK OF BARODA will not entertain any correspondence in this regard.

## Technical Bid Evaluation Matrix

Sr. No	Parameters	Max marks
1	Experience in the field of complete real estate solutions primary criteria being rental benchmarking / lease facilitation /acquiring of new premises etc. for Central/ State Govt. organizations/ PSU's/ Autonomous bodies/ Private sector companies. i) Min. Three years (5 marks) ii) Three to Ten years (5 to 12 marks) iii) More than Ten years (Full marks)	15
2	Assessment of rental benchmarking / lease facilitation in India for Commercial, Residential and/or Institutional use. i) Min. 5,00,000 Sq-ft per year (5 marks) ii) 5,00,000 to 10,00,000 Sq-ft per year (5 to 15 marks) iii) More than 10,00,000 Sq-ft per year (Full marks)	20
3	Value of project where feasibility study carried out in last 3 years. i) Min. 150 Crores in three years (5 marks) ii) 150 to 300 Crores in three years (5 to 12 marks) iii) More than 300 Crores in three years (Full marks)	15
4	Demographic presence (establishment of Office) of the Bidder in India i) Min. Five Metro cities (10 marks) ii) Upto Ten Cities including above Metros (15 marks) iii) Upto Fifteen Cities including above (20 marks) iv) More than Fifteen cities (Full marks)	25
5	Average turnover of the Consultant in last 3 financial years in India. i) Min. INR 750 Crores (15 marks) ii) INR 750 to 1000 Crores (20 marks) iii) More than 1000 Crores (Full marks)	25
	<b>TOTAL</b>	<b>100</b>

Minimum overall qualifying marks for above is **60**.

**Note:** Marks will be allotted on pro-rata basis as per the breakup mentioned above, against the credentials submitted by the bidder.

## Presentation of Proposal

The Consultant would need to submit a detailed presentation along with their Technical bid, which would predominantly include the intended scope of work, highlighting their capability and the methodology proposed, to execute the same. (Refer Annexure - 4).

**The proposals of those Consultants who attains minimum qualifying marks of 60% in the Technical evaluation, will be eligible for Presentation.**

## Bid Evaluation methodology

Techno-commercial Evaluation of bids on the basis of CQCCBS (Combined Quality cum Cost Based System) will be done to identify the prospective Bidder as per the following weightage:

Technical Bid	:	30%
Presentation of Proposal	:	40%
Financial Bid	:	30%

Various offers will be evaluated on the basis of combined weighted score as per above weightage distribution and the bidders shall be ranked in terms of the total score obtained. The bidder securing the highest combined score and ranked as H-1 will be awarded the work.

To expedite the progress of project, Bank may distribute work to more than one Consultant by allotting the branches where they have strong infrastructure, at L-1 rates.

### 3 Specific Terms and conditions

#### 3.1 General

##### 3.1.1 General Terms

BANK OF BARODA expects the Consultant to adhere to the terms of this RFP and would not accept any deviations to the same.

Unless expressly overridden by the specific agreement to be entered into between BANK OF BARODA and the Consultant, the RFP shall be the governing document for arrangement between the Bank and the Consultant.

BANK OF BARODA expects that the Consultant appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by the Bank.

Unless agreed to specifically by BANK OF BARODA in writing, for any changes to the RFP issued, the Consultant's responses would not be incorporated automatically in the RFP.

##### 3.1.2 Rules for Responding to this RFP

All responses received after the due date/time as mentioned in **"Key Information on the RFP Response Submission"** would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Consultant to this RFP shall be binding on such Consultant for a period of 180 days after opening of the bids.

All bid responses would be deemed to be irrevocable offers/proposals from the Consultant and may be accepted by BANK OF BARODA to form part of final contract between BANK OF BARODA and the selected Consultant. Unsigned responses would be treated as incomplete and are liable to be rejected.

The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by BANK OF BARODA. In case, due to unavoidable circumstances, the Bank does not award the contract within 180 days from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Consultant would have the choice to maintain the EMD with BANK OF BARODA or to withdraw the bid and obtain the security provided.

It is mandatory to submit duly filled in details in the formats provided along with this document. BANK OF BARODA reserves the right not to allow/ permit changes in the technical requirements 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.

In case of discrepancy in soft copy and hard copy of the bids, the Consultant agree that BANK OF BARODA will consider 'ORIGINAL' hard copy as final and it will be binding on the Consultant. BANK OF BARODA in this case may also reject the offer outright.

The Consultant at no point in time can excuse themselves from any claims by BANK OF BARODA whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by BANK OF BARODA. The Consultant shall be fully responsible for confirmation to the terms & conditions etc. as proposed in the RFP.

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 the BANK OF BARODA's discretion:

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

Any other bid in the sole discretion of the BANK OF BARODA is in the nature of multiple bids.

### **3.1.3 Price Bids**

The Financial Proposal should contain the offer including the professional fee, excluding GST and other associated taxes which will be paid by BANK OF BARODA at the prevailing rate. However the applicable rates of GST / any other taxes prevailing at the time of submission of offer shall be mentioned by the bidders in percentage terms. BANK OF BARODA at any point in time for reasons whatsoever is not responsible for any assumptions made by the Consultant. BANK OF BARODA at a later date will not accept any plea of the Consultant or changes in the commercial offer for any such assumptions.

## **3.2 Others**

Responses to this RFP should not be construed as an obligation on the part of BANK OF BARODA to award a purchase contract for any services or combination of services. Failure of BANK OF BARODA to select a Consultant shall not result in any claim whatsoever against the Bank. BANK OF BARODA reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

By submitting a proposal, the Consultant agrees to promptly contract with BANK OF BARODA for any work awarded to the Consultant. Failure on the part of the awarded Consultant to execute a valid contract with BANK OF BARODA will relieve BANK OF BARODA of any obligation to the Consultant, and a different Consultant may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any which will be notified on BANK OF BARODA website [www.bankofbaroda.com](http://www.bankofbaroda.com)) thereafter are final and binding on the Consultant. In the event the Consultant is not willing to accept the terms and conditions of BANK OF BARODA, the Consultant may be disqualified. Any additional or different terms and conditions proposed by the Consultant would be rejected unless expressly accepted by BANK OF BARODA in writing.

The selected Consultant must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by BANK OF BARODA. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to BANK OF BARODA, may constitute a material breach of the Consultant's performance. In the event that BANK OF BARODA is forced to cancel an awarded contract (relating to this RFP) due to the Consultant's inability to meet the established delivery dates or any other reasons attributing to the Consultant then that Consultant will be responsible for any re-procurement costs suffered by BANK OF BARODA. The liability in such an event could be limited to the differential excess amount spent by BANK OF BARODA.

The Consultant represents that the Technical 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 Consultant at no additional cost to BANK OF BARODA.

The Consultant also acknowledges that BANK OF BARODA relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Consultant of responsibility for the performance of all provisions and terms and conditions of this RFP, BANK OF BARODA expects the Consultant to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by BANK OF BARODA, shall form a part of the final contract.

All terms and conditions, payments schedules, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by BANK OF BARODA in writing to the Consultant. BANK OF BARODA shall not be responsible for any judgments made by the Consultant with respect to any aspect of the Service. The Consultant shall at no point be entitled to excuse themselves from any claims by BANK OF BARODA whatsoever for their deviation to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

BANK OF BARODA and the Consultant covenants and represents to the other Party the following:

- a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party:

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) 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;
- c) 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;
- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

The Consultant shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time.

BANK OF BARODA would not assume any expenses incurred by the Consultant in preparation of the response to this RFP and also would not return the proposal documents to the Consultant

BANK OF BARODA will not bear any costs incurred by the Consultant for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

### 3.3 Other RFP Requirements

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by BANK OF BARODA. BANK OF BARODA also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion. BANK OF BARODA will inform all Consultant about changes, if any.

BANK OF BARODA may revise any part of the RFP, by providing a written addendum at any stage till the award of the contract. BANK OF BARODA reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on BANK OF BARODA's website only.

BANK OF BARODA reserves the right to extend the dates for submission of responses to this document.

Consultant shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP Co-ordinator mentioned in "**Key Information on the RFP Response Submission**", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on BANK OF BARODA's website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the BANK OF BARODA. The Consultant, who posed the question, will remain anonymous.

**Preliminary Scrutiny** – BANK OF BARODA 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. BANK OF BARODA may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Consultant and BANK OF BARODA reserves the right for such waivers and BANK OF BARODA's decision in the matter will be final.

**Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, BANK OF BARODA may, at its discretion, ask some or all Consultant for clarification of their offer. BANK OF BARODA has the right to disqualify the Consultant whose clarification is found not suitable to the proposed assignment.

**No Commitment to Accept Lowest Financial Proposal by value for this RFP** –BANK OF BARODA shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BANK OF BARODA reserves the right to make any changes in the terms and conditions of the contract. BANK OF BARODA will not be obliged to meet and have discussions with any Consultant, and/ or to listen to any representations unless there is change in the terms and conditions of the contract.

**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 equipment / 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. BANK OF BARODA may treat the offers not adhering to these guidelines as unacceptable.

**Price** – The Financial Proposal should contain the offer including the professional fee and out of pocket expenses and excluding service tax and other associated taxes which will be paid by BANK OF BARODA at the prevailing rate. BANK OF BARODA at any point in time for reasons whatsoever is not responsible for any assumptions made by the Consultant. BANK OF BARODA at a later date will not accept any plea of the Consultant or changes in the commercial offer for any such assumptions.

**Right to Alter Scope** –BANK OF BARODA reserves the right to alter the requirements specified in the RFP. BANK OF BARODA also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the period of the contract. Further the Consultant agrees that the prices quoted by the Consultant would be proportionately adjusted with such additions/ modifications/ deletions in scope.

If BANK OF BARODA is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the proposal submission.

The Bidder shall indemnify, protect and save BANK OF BARODA against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any Patent, Trade Marks, Copyrights etc. or such other statutory infringements under all the prevailing laws in respect of deliverables/ output/ material supplied by them to BANK OF BARODA from whatsoever source, provided BANK OF BARODA notifies the Bidder in writing as soon as practicable when BANK OF BARODA becomes aware of the claim.

The selected Bidder shall perform its obligations under this RFP as an independent contractor to BANK OF BARODA, and shall not be permitted to engage any subcontractors to perform any of the Deliverables or Services. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between BANK OF BARODA 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.

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of BANK OF BARODA, nor seek to be treated as employees of BANK OF BARODA for any purpose, including claims of entitlement to fringe benefits provided by BANK OF BARODA, 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.

### **3.4 Contract Commitment**

BANK OF BARODA intends that the contract commitment, which is contemplated herein with the successful Consultant, shall be for a period as defined by BANK OF BARODA as per the specifications contained in this RFP., The selected Consultant would be initially appointed by Bank of Baroda for 2 (two) years and may be extended up to another 2 (1+1) years subject to satisfactory performance and at the sole discretion of Bank of Baroda.



### 3.5 Payment Schedule

The payment of the fees shall be made in Indian Rupees to the Consultant by BANK OF BARODA post signing of the Definitive Agreement between the selected Consultant and BANK OF BARODA, as and when each line items are completed by the consultant.

### 3.6 Timelines

The consultants identified shall agree to complete the benchmarking exercise for metro branches in all zones, within **12 weeks**. Other process described in the scope can be commenced only after completing the initial step of rental benchmarking and getting it approved by Bank. Once clearance is received from Bank the consultant can start the activities described in Negotiation and selection of alternate/ new premises. Timelines for each activity shall be as under

**Negotiation: 30 days after Bank's approval of Rental Benchmarking submitted by the Consultant.**

**Selection of alternate/ new premises: 45 days**



## 4 General Terms and Conditions

### 4.1 Dispute Resolution

BANK OF BARODA and the Consultant shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of BANK OF BARODA and the Consultant, any disagreement or dispute arising between them under or in connection with the contract.

If BANK OF BARODA's project manager/ Co-ordinator and the Consultant project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Consultant and the BANK OF BARODA respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Consultant and BANK OF BARODA, BANK OF BARODA and the Consultant have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at BANK OF BARODA's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

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 in Mumbai.

### 4.2 Governing Laws

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

### 4.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, (with hard copy to follow for email, addressed to the other party at the addresses, email given in the contract).

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation of having sent to Consultant, page evidencing that the email sent to correct email address). Party may change the address, email address to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

#### **4.4 Force Majeure**

The Consultant shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Consultant shall promptly notify the BANK OF BARODA in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by BANK OF BARODA in writing, the Consultant shall continue to perform Consultant's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, BANK OF BARODA and the Consultant shall hold consultations in an endeavour to find a solution to the problem.

#### **4.5 Assignment**

The Consultant agrees that they shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the Consultant's affiliate without the prior written consent of BANK OF BARODA.

If BANK OF BARODA undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Consultant under this RFP.

#### **4.6 Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## 4.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement/s with the selected consultant/s, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- Relates to the Disclosing Party; and
- is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or Consultant.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by BANK OF BARODA with the Consultant.
- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to BANK OF BARODA’s data or data of BANK OF BARODA customers, including but not limited to BANK OF BARODA customers” or BANK OF BARODA employees” personal data or such other information as the BANK OF BARODA is required by Banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the Receiving Party for an indefinite period or until such time when the Receiving Party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- Nothing contained in this clause shall limit the Consultant from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Consultant shall at no point use BANK OF BARODA’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, Consultant, Company or any other entity other than its directors, partners, Consultant, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, Consultant, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, Consultant, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, Consultant, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
  - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its Consultant, as the case may be, which is in the Receiving Party's possession or under its custody and control
  - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its Consultant to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
  - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its assignments from any computer, word processor or other device in its possession or under its custody and control

- d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative consulting that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
- e) The rights in and to the data / information residing at BANK OF BARODA's premises, including at the DRC even in the event of disputes shall at all times solely vest with BANK OF BARODA

This shall not be applicable and shall impose no obligation on the Receiving Party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the Receiving Party, generally known or available to the public;
- b) is known to the Receiving Party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the Receiving Party;
- c) is furnished by others to the Receiving Party without restriction of disclosure;
- d) is thereafter rightfully furnished to the Receiving Party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- f) was independently developed by the Receiving Party without the help of the Confidential Information.

On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, the Consultant may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose.

Where Confidential Information relates to BANK OF BARODA's data or data of BANK OF BARODA customers, including but not limited to BANK OF BARODA's customers or BANK OF BARODA's employees personal data or such other information as BANK OF BARODA is required by Banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the Receiving Party for an indefinite period or until such time when the Receiving Party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as “Material Breach” for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the selected Consultant and BANK OF BARODA.

#### **4.8 Termination**

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

BANK OF BARODA shall have the option to terminate or any subsequent agreement and/ or any particular order, in whole or in part by giving the selected Consultant at least 30 days prior notice in writing. It is clarified that the Consultant shall not terminate the subsequent Agreement for convenience.

However, Bank will be entitled to terminate any subsequent agreement, if the selected Consultant breaches any of its obligations set forth in this RFP and any subsequent agreement and

- Such breach is not cured within thirty (30) Days after BANK OF BARODA gives written notice; or
- If such breach is not of the type that could be cured within thirty (30) Days, failure by Consultant to provide BANK OF BARODA, within thirty (30) Days, with a reasonable plan to cure such breach, which is acceptable to BANK OF BARODA.

subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

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

The Consultant understands the strategic importance of this Assignment and that it would require tremendous commitment of technical resources for the same from the Consultant for the tenure of this RFP and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of 30 days. During this period, the Consultant shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RFP and subsequent Agreement, BANK OF BARODA shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this RFP and subsequent Agreement, BANK OF BARODA shall pay to Consultant, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;  
Upon the termination or expiry of this RFP and subsequent Agreement: The rights granted to the Consultant shall immediately be terminated.
- Upon BANK OF BARODA's request in writing, the Consultant shall be under an obligation to transfer to BANK OF BARODA or its designee(s) the Deliverables being used by the Consultant to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

#### **4.9 Publicity**

Any publicity by the Consultant in which the name of BANK OF BARODA is to be used should be done only with the explicit written permission of BANK OF BARODA.

#### **4.10 Solicitation of Employees**

The Consultant during the term of the contract shall not without the express written consent of BANK OF BARODA, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by BANK OF BARODA in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of BANK OF BARODA at any time to terminate his/ her relationship with BANK OF BARODA.

#### **4.11 Inspection of Records**

All Consultant records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of BANK OF BARODA and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as BANK OF BARODA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination.

#### **4.12 Compliance with Laws**

The Consultant shall undertake to observe, adhere to, abide by, comply with and notify BANK OF BARODA about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect BANK OF BARODA and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so 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. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting BANK OF BARODA's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the Consultant.



The Consultant 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 assignment or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the assignment, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate BANK OF BARODA 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 and BANK OF BARODA will give notice of any such claim or demand of liability within reasonable time to the Consultant.

#### **4.13 Order Cancellation**

BANK OF BARODA will provide the selected Consultant a remedy period of 30 days to rectify a default or given situation. BANK OF BARODA will provide in writing the nature of the default to the selected Consultant through a letter or mail correspondence. The 30 day time period will commence from the day BANK OF BARODA has sent such correspondence to the selected Consultant.

BANK OF BARODA reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to BANK OF BARODA alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Consultant.
- Discrepancy in the quality of service/ security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the Consultant make good the situation within the remedy period
- The selected Consultant commits a breach of any of the terms and conditions of the RFP/ contract.
- The selected Consultant becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the RFP.

In case of order cancellation, any payments made by BANK OF BARODA to the selected Bidder would necessarily have to be returned to BANK OF BARODA with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the selected Bidder.

#### **4.14 Indemnity**

The Consultant shall indemnify BANK OF BARODA, and shall always keep indemnified and hold BANK OF BARODA, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against BANK OF BARODA as a result of:

- BANK OF BARODA's authorized/ bona fide use of the Deliverables and /or the Services provided by the Consultant under this RFP; and/or
- an act or omission of the Consultant and/or its employees, in performance of the obligations under this RFP; and/or
- claims made by employees who are deployed by the Consultant, against BANK OF BARODA; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits



by the Consultant to its employees

- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Consultant under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Consultant contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Consultant or its employees.

Indemnity would cover damages, loss or liabilities suffered by BANK OF BARODA arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Consultant.

#### **4.15 Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Consultant/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values 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 OF BARODA and includes collusive practice among Consultant (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive BANK OF BARODA of the benefits of free and open competition.

BANK OF BARODA reserves the right to reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

BANK OF BARODA reserves the right to declare a Consultant ineligible, either indefinitely or for a stated period of time as per BANK OF BARODA’s discretion, to be awarded a contract if at any time it determines that the Consultant has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **4.16 Violation of Terms**

BANK OF BARODA shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Consultant from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies BANK OF BARODA may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **4.17 Authorized Signatory**

The selected Consultant shall indicate the authorized signatories who can discuss and correspond with BANK OF BARODA, with regard to the obligations under the contract. The selected Consultant shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company

Secretary/Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements/contracts with BANK OF BARODA. The Consultant shall furnish proof of signature identification for above purposes as required by BANK OF BARODA.

#### **4.18 Service Level Agreement and Non-Disclosure Agreement**

The selected Consultant shall execute a SLA and the NDA within 30 days from the date of acceptance of letter of appointment.

All the expenses related to execution of the agreements as above such as Stamp Duty and Registration Charges if any shall be borne by the selected consultant.

#### **4.19 Right to Reject Proposals**

BANK OF BARODA 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 BANK OF BARODA in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through email
- 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.
- It is submitted anywhere other than the place mentioned in the RFP.

#### **4.20 Limitation of Liability**

1. The Consultant's aggregate liability, in connection with obligations undertaken as a part of this Assignment, whether arising under this assignment regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the Para 2 of this clause, shall be limited to five times the total contract value.
2. The Consultant's liability in case of claims against the BANK OF BARODA resulting from its willful misconduct or gross negligence, or loss suffered by BANK OF BARODA due to damage to real or tangible or intangible property by Service Provider, its employees and/ or subcontractors or loss suffered by BANK OF BARODA, due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Consultant shall be actual.
3. Under no circumstances, shall BANK OF BARODA be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of RFP or subsequent Agreement, even if BANK OF BARODA has been advised of the possibility of such damages.

#### **4.21 Insurance & Penalties**

The Consultant should obtain Professional Liability Insurance to cover the risk of negligence in conducting the consultancy services. The policy shall be endorsed in favour of BANK OF BARODA. Prior consent of BANK OF

BARODA should be obtained on the policy.

Further the Consultant shall also be liable for penalty to the extent of actual loss suffered by BANK OF BARODA or the fee payable for the transaction whichever is lower, in case Consultant fails to identify any events of significant fraud or revenue loss or if there is significant breach from any of the terms and conditions of this RFP due to gross negligence. BANK OF BARODA has the right to report such events to RBI in case the Consultant is found grossly negligent.

#### **4.22 Penalties and Liquidated Damages**

1. Consultant shall be liable to pay penalty of   1  % to the contract present rent value (annual rent of for which job is assigned) per week or part thereof for not adhering to the time schedules. Maximum penalty shall be limited to 5 % of the annual rental outgo
2. If the Consultant fails to complete the due performance as per this Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages   2  % of the annual rental value of the premises for which job is assigned to the consultant.
3. Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.
4. The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BOB and Force Majeure. However, it is the responsibility of the Consultant to prove that the delay is attributed to BOB and Force Majeure. The decision taken by BOB in this regard shall be final and Consultant shall not dispute the same.
5. If the Consultant fails to perform its obligation as per this RFP or subsequent Agreement then BOB reserves the right to get the balance work executed by another Consultant as per choice of BOB and Consultant shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

#### **4.23 Integrity Pact**

Bidder to submit duly signed Integrity Pact in proforma given in Annexure – 10 of Tender document.

#### **4.24 Agreement**

The successful bidder have to execute an agreement with the Bank for the said work within 30 days of award of the work. A draft agreement is attached as Annexure – 11 for reference.

## **Annexure 1 – Scope of Services**

The scope of services of the selected Consultant may include the gamut of major activities as listed below:

### **1. Rental Benchmarking**

The Consultant will study/ examine for rental bench marking for owned Premises as well rented premises. Bank has 9000+ branches in India. Out of which about 95% branch premises is on leased rental basis. The branches are categorized under 4 heads comprising of Metro, Urban, Semi Urban and Rural which are available in our Bank's website. Scope of work also includes advising Bank, on the basis of rental study, cost benefit analysis, business potential and other relevant parameters, to retain or shift to alternate premises or to acquire premises on ownership basis at alternate location on scientific and best practices basis in the industry.

Rental Benchmarking Study with mapping of each property and assessment of rental being paid to average rental for comparable properties in the subject micro market to filter out the properties that needs renegotiations. Various relevant parameters including those detailed below shall be analyzed by the consultant and reported to Bank for taking the matter forward.

- Capturing the basic details of the location of the property, such as micro market, city, Google coordinates
- Location of the property and the surrounding profile from business perspective, such as proximity to key business hub, frontage on road, access to the property, Building condition, visibility, age of the building, etc.
- Capturing area leased, efficiency, floor plate size, etc.
- Rental, maintenance charges, security deposit, lease tenure, lock-in period, rental escalation clause, any other charges
- Subject site mapping, connectivity and linkages from different key nodes in the city, distance from main business hub, distance from bus stands, railway stations, etc.

On arriving at the benchmarking at each centers (metros, urban, semi-urban, rural) the percentage deviation (higher side) to be verified with respect to existing rent being paid by Bank now. Further action to be initiated based on the deviation as proposed:

0 – 5%	No action
5% - 10%	Negotiation and bring down
10% and above	Negotiate and bring down the rent. In case the landlord does not agree, vacate after searching a suitable alternate premises.

## 2. Negotiation with landlords

After identification of properties where the Bank has been paying more than the benchmarked rental, the consultant will assist in re-negotiation of the rentals as per the prevailing market dynamics for comparable properties on the basis of following studies:

- Study of the key commercial terms of existing lease contracts in unfavorable cases.
- Identification of clauses with impact on rentals for carrying out renegotiations
- Creating key pointers for substantiating the need and justification for re-negotiation forming a base for the exercise

Stage 2 of the study will allow the team to filter down location and the properties that might need relocation. The consultant will leverage its strength in leasing to execute the new lease mandates for such identified locations

Will assist the Facility Management team in re-negotiation of leases with required:

- i. Documentation.
- ii. Market insights substantiating the case.
- iii. Closure & sign-up.

This operation being center specific, involvement of Zone/ Region/ Branch will be provided to a greater extent to get in touch with the landlord. However getting the rent revised to the desired level shall be solely the responsibility of the agency.

In case the lease paid being more than 5% of the bench mark rent and Bank could successfully bring down the rent through negotiation, involvement of Consultant at that phase would cease for that particular premises.

## 3. Selection & Acquisition of new Branch premises

Before initiating relocation of branch to a new premises, the Consultant shall submit complete project report covering all the aspects such as Business profile of other Banks operating from that vicinity, their composition of business, growth potential of Bank of Baroda at strategic location ensuring Branch performance at highest level and to bring the Branch in profit within 6 months of opening. Advisory will focus on highlighting better locations/micro markets for the chosen relocations.

After getting approval of the aforesaid reports from the Bank, the Consultant will initiate the job of relocation / acquiring new premises.

This job will involve complete selection process of Branch premises, including finalization of rental/ other expenditures and bringing logical end to the transaction. This exercise will be undertaken in a scientific manner by analyzing all relevant factors like rent payout for existing and proposed premises, residual lease period, nature of construction, locational advantage,

value of infrastructure, payouts for existing and proposed premises, value of infrastructure in existing premises, cost and life of furnishing of proposed premises etc.

#### **Process of New Leasing**

- i. For identified locations, the consultant is required to share a list of options (min 3).
- ii. For the chosen location, a property brief will be shared with all basic details of the identified assets.
- iii. Coordination for site visits.
- iv. Deal negotiations & closure.

All guidelines pertaining to the Bank / CVC shall have to be followed for identifying new premises with revised rental benchmark.

Initially Bank proposes to target Metro centres for conducting the survey and implement the recommendations.

## **Annexure 2 – Technical Proposal Covering Letter**

Date:

To

The RFP Co-ordinator

Sub: Selection of Real Estate Consultant for Rental Assessment and Strategizing Process for Finalizing Lease Premises

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the Prices indicated in the Commercial Offer and made part of this Bid.

If our Offer is accepted, we undertake to provide service as a Consultant as per the timelines defined by BANK OF BARODA from the date of commencement of services.

We agree to abide by this offer till 180 days from the date of Financial Proposal opening and our offer shall remain binding upon us and may be accepted by the BANK OF BARODA any time before expiry of that period.

Until a formal contract is prepared and executed, this offer together with the BANK OF BARODA's written acceptance thereof and BANK OF BARODA's notification of award, shall constitute a binding contract between us.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our Company / Firm has not been black listed / debarred by any Government Financial Institutions/Banks/ RBI/ IBA/ Government/ Semi-Government departments/ PSUs in India.

We confirm that our Company / Firm do not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

We understand that BANK OF BARODA is not bound to accept the offer and BANK OF BARODA has right to reject the offer in full or part without assigning any reasons, whatsoever.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consultant:

Address:

### **Annexure 3 – Letter of Authorization to Bid**

To,

The RFP Co-ordinator – Selection of Real Estate Consultant for Rental Assessment and Strategizing Process for Finalizing Lease Premises

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

REF: Your RFP dated ..... 2020

This has reference to your above RFP for appointment of Real Estate Consultant for Rental Assessment and Strategizing Process for Finalizing Lease Premises, Mr / Ms ..... is hereby authorized to submit the bid documents, to submit on-line-sealed bid, and to sign the contract on behalf of our organization for all the services required by the BANK OF BARODA as called for vide BANK OF BARODA's request for proposal vide above referred RFP on behalf of our organization. We confirm that the person so authorized above has digital signatures and confirm that all the prices quoted by him shall be binding on us. He/ She is also authorized to take decisions on behalf of the company till RFP process is completed.

Certified photocopy of Power of Attorney (PoA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Consultant against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

**Note:**

*This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Consultant in its proposal.*



## **Annexure 4 – Presentation on Approach, Methodology and Work Plan**

The Consultant have to submit a detailed presentation regarding the Approach, Methodology and work plan in one integrated document in addition to the Technical bid. It should highlight the proposed approach and methodology for delivery of the assignment proposed, given the understanding of BANK OF BARODA. The Consultant should also submit their understanding of the scope of the assignment. The work plan should also cover ideas for institutionalization of change with clearly defined timelines, milestones and deliverables. Team structure and staffing pattern should be highlighted clearly in the light of BANK OF BARODA's stipulation for deploying an experienced team with the requisite skill sets to deliver the scope of the assignment. It should also contain the specified location of the Consultant's presence in India.

**It is to be noted that submission of aforesaid presentation is extremely important, as it will be carrying major weightage, i.e. 40% of Techno-commercial evaluation criteria.**

## **Annexure 5 – Financial Proposal Format**

(To be submitted in separate sealed envelope)

### **Financial Proposal**

The Financial Proposal should contain the offer including the professional fee and other expenses, excluding GST which will be paid by BANK OF BARODA at the prevailing rate.

The Consultant shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting their fee. BANK OF BARODA at any point of time, for reasons whatsoever, is not responsible for any assumptions made by the Consultant. BANK OF BARODA at a later date will not accept any plea of the Consultant or changes in the commercial offer for any such assumptions.

**Format for Financial Proposal:** Sub: RFP for Rental assessment and strategizing process for finalizing lease premises.

**Name of Bidder:** \_\_\_\_\_

Sr. No.	Description of Work	Tentative no. of Branches	Unit of Measurement	Mode of Quote	Quote (in Figures)	Quote (in words)
1	Rental Evaluation / Market Assessment					
i)	Metro	2000	Lump sum per Branch	Amount in INR		
ii)	Urban	Rate Only	- do -	- do -		
iii)	Semi – Urban	Rate Only	- do -	- do -		
iv)	Rural	Rate Only	- do -	- do -		
2	Rent Negotiation with Existing Landlord	500	% of Saving in Monthly Rent (Max. – 40%)	% of Savings		
			Duration for which above payment is to be made.	No. of Months		
3	Selection of Alternate premises		Lease rent (Max. – 15 days)	No. of Days rent		

Signature of the Auth. Signatory:

Name of the Consultant:

Name:

Address:

Designation:

Seal:

**Note:**

1. In case of discrepancy in figures and words, amount quoted in words shall be taken as final.
2. The payment of the fees shall be made post signing of the Definitive Agreement between the selected Consultant and Bank of Baroda as per the payment schedule depicted in the RFP.

### **Annexure 6 – Undertaking**

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

To  
[The RFP Co-ordinator]  
Bank of Baroda

Sir,

**Sub: RFP for Appointment of Property/Real estate Consultant for Rental Assessment and Strategizing Process for Finalizing Lease Premises**

- 1) Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the "Request for Proposal" and the other schedules of requirements and services for BANK OF BARODA in conformity with the said RFPs in accordance with the schedule of Prices indicated in the Price Bid and made part of this RFP.
- 2) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 3) We agree to abide by this Financial Proposal for 180 days from the date of the Financial Bid opening and our Offer shall remain binding on us and may be accepted by Bank of Baroda any time before expiry of the offer.
- 4) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 5) We agree that Bank of Baroda 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 Bank of Baroda in the format requested for. We also understand that Bank has the exclusive right to reject this offer in case 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,

Signature of the Auth. Signatory:

Name of the Consultant:

Name:

Address:

Designation:

Seal:

### **Annexure 7 – Declaration for Conformity with Hardcopy Letter**

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

To  
[The RFP Co-ordinator]  
Bank of Baroda

Sir,

**Sub: RFP for Appointment of Property/Real estate Consultant for Rental Assessment and Strategizing Process for Finalizing Lease Premises**

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFPs issued by BANK OF BARODA, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consultant:

Address:

Seal:

### **Annexure 8 – Conformity Letter**

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

To  
[The RFP Co-ordinator]  
Bank of Baroda

Sir,

**Sub: RFP for Appointment of Property/Real estate Consultant for Rental Assessment and Strategizing Process for Finalizing Lease Premises**

Further to our proposal dated ....., in response to the Request for Proposal (BANK OF BARODA's tender No. hereinafter referred to as "RFP") issued by BANK OF BARODA ("BANK OF BARODA") 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 RFPs issued by BANK OF BARODA shall form a valid and binding part of the aforesaid RFP document. BANK OF BARODA 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 BANK OF BARODA's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consultant:

Address:

Seal:

## **Annexure 9 – Bank Guarantee Format**

To

WHEREAS ----- (Name of Consultant) a person/ Company / firm registered under the Indian Companies Act 2013 and having its Registered Office at \_\_\_\_\_, (Please provide complete address) (hereinafter referred to as "Consultant ") was awarded a contract by Bank Of Baroda (BOB) vide their letter no.----- dated XX-XX-XXXX (hereinafter referred to as "Work order ") for providing \_\_\_\_\_ and other related services at \_\_\_\_\_ (kindly elaborate, if felt necessary)

AND WHEREAS, in terms of the conditions as stipulated in the Work Order and the Request for Proposal document No. \_\_\_\_\_: dated \_\_\_\_ for engaging the services of the said Consultant for \_\_\_\_\_), the Consultant is required to furnish a Performance Bank Guarantee issued by a Scheduled Bank in India in your favour for Rs.-----/- (Rupees \_\_\_\_\_) towards due performance of the contract in accordance with the specifications, terms and conditions of the \_\_\_\_\_ (the Agreement) entered into between BOB and the Consultant and RFP document (which bank guarantee is hereinafter called as "GUARANTEE").

AND WHEREAS the Consultant has approached us for providing the said GUARANTEE.

AND WHEREAS at the request of the Consultant, WE, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act,1970/1980 .....having it's..... Office at ..... and a branch inter-alia at..... India has agreed to issue the GUARANTEE.

THEREFORE, WE, (name of Bank and it's address)..... through our local office at ..... India furnish you the GUARANTEE in a manner hereinafter contained and agree with you as follows:

1. We..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-----/-(Rupees ----- only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Consultant of any of the terms and conditions contained in the Agreement, Work Order and RFP and in the event of the Consultant committing default or defaults in carrying out any of the work or discharging any obligation under the Agreement, Work Order or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.-----/-(Rupees.----- only) as may be claimed by you on account of breach on the part of the of their obligations or default in terms of the Agreement, Work Order and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Consultant has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by BOB shall be conclusive as regards the amount due and payable by us to you.
3. This Guarantee shall continue and hold good until it is released by you on the application by the after expiry of the relative guarantee period, provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the Agreement, Work Order and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Consultant and either to enforce or forbear to enforce any of the terms and conditions of the said Agreement, Work Order and RFP and we shall not be released from our liability under this bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Consultant or any other forbearance, act or omission on your part or any indulgence by you to the Consultant or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.-----  
--/( Rupees.-----.....only) as aforesaid or extend the period of the guarantee beyond the said ..... (Date) unless expressly agreed to by us in writing.
5. The Guarantee shall not in any way be affected by your taking or giving up any securities from the Consultant or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Signage Converter .
6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, this bank Guarantee will cover all your claim or claims against the Consultant from time to time arising out of or in relation to the Agreement, Work Order and RFP and in respect of which your claim in writing is lodged on us before expiry of this Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by courier, or registered post, e-mail, hand delivery and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing, uncanceled and this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Guarantee shall not be affected by any change in the constitution of the Consultant or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Guarantee shall come into force from the date of its execution and shall not be revoked/assigned by us at any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the in any suit or proceeding including arbitration proceedings pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Consultant shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
  - i) Our liability under this Guarantee shall not exceed Rs.-----/-  
(Rupees-----only)
  - ii) This bank Guarantee shall be valid and remain in force upto and including the date ..... and (please confirm the period and the date)
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Guarantee in your favour and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney dated \_\_\_\_\_ issued by the Bank in favour of the undersigned.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20.....

For and on behalf of

Branch Manager

Seal and Address



## **Annexure 10 – 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, Bandra Kurla 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 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. 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 Monitor (hereinafter referred to as "Monitor") for this Pact in consultation with the Central Vigilance Commission.

**Name: Shri Harishwar Dayal (email id: dayalagra@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 up to 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.

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

### **BUYER**

Name of the Officer:

Designation:

Witness:

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

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

### **BIDDER**

Chief Executive Officer

Department:

Witness:

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

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