

RFP for Appointment of Real Estate Consultant for Rental Assessment and Strategizing Process for finalising Lease Premises - Addendum 2, Dated 08.09.2020

Sr no.	Clause ref no. and Page no.	RFP Clause	Clarification Sought	Our Remarks
1	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 20.1	LIMITATION OF LIABILITY Notwithstanding, the contents of para 20.2 of this Agreement, the Consultant's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be limited to the total	The SLA states that the consultant's liability will be limited to the total contract value, however the corrigendum does not highlight any such changes We request the authority to please clarify on the limitation of liability clause under this assignment. We also request the authority to please confirm that the total contract value is equal to the total consultancy fee payable to the consultant for the relevant scope of work.	As per clause no - 4.22, Penalties and LD shall be calculated on the basis of contract value detailed therein. However, LD and penalties shall not exceed the overall fees payable / paid to the Consultant and the security deposit & guarantee provided by them
2	General Query	General Query	In light of the recent unfortunate outbreak of the COVID-19 pandemic in the country many private offices have not restored their functioning. Due to this we are facing challenges in procuring completion certificates for previously undertaken projects from the respective clients. Keeping in mind the above issues we request the authority to kindly consider signed EL/email confirmation/ invoices/ CA certification (certifying that all payments against the assignment has been received by the firm.) as proof/documentary evidence for supporting the eligible assignments as per the criteria mentioned on page no. 8 of the RFP.	In the event of not having certificates from previous client in hard form as proof for having completed projects by consultants, mail confirmation from the client and CA certification for having received payment against the said job shall also be accepted.
3	RFP document Page No. 42 Annexure 5 Financial proposal format	Annexure 5 Financial proposal format	As per Annexure 5 Financial proposal format given in the RFP document, the unit of measurement is given as lump sum per branch. We request the authority to please clarify that the amount to be quoted is for 2000 properties or for per branch.	Mentioned as Lump Sum per branches in the RFP, which will be considered for price evaluation. Bank will be paying charges at the same rate for all branches for which services are extended.
4	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 1	This Agreement shall come into force on..... and shall be in force and effect for a period of months, unless BOB terminates the Agreement as per the terms of this Agreement. Without prejudice to the right of termination, BOB may renew or extend the term of this Agreement, for the period of Months , on the same or with certain modifications in the terms and conditions of this Agreement, as per its sole discretion.	We request you to consider the following modified clause: This Agreement shall come into force on..... and shall be in force and effect for a period of months, unless either party terminates the Agreement as per the terms of this Agreement. Without prejudice to the right of termination, either party may renew or extend the term of this Agreement, for the period of Months , on the same or with certain modifications in the terms and conditions of this Agreement, as per mutual agreement.	RFP terms remain same
5	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 7	SECURITY DEPOSIT	Requesting to kindly insert the following at the end of the clause," The performance security/ bank guarantee shall be as per Consultant's standard format only and shall remain valid until [insert specific date]. The performance security/ bank guarantee shall be immediately returned on (i) its expiry, (ii) termination of the contract or (iii) prolonged suspension. In the event the bonds is not returned BOB shall be liable for any resulting loss to Consultant arising from the failure to return the performance security/ bank guarantee , including the ongoing costs of the provision of the performance security/ bank guarantee beyond its expiry date. Any claim hereunder shall be BOB's sole and exclusive remedy, after BOB has exhausted the remedy available to it as regards liquidated damages under the Contract."	Performance BG shall be as per the format of issuing Bank (Scheduled Bank), draft of which need to be got vetted and approved by BOB
6	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 9.4	shall be liable to BOB for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Consultant while providing the services to the BOB.	We request you to consider the following modified clause: shall be liable to BOB for losses arisen directly or indirectly by gross negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Consultant while providing the services to the BOB.	RFP/ Addendum Terms remain same

7	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 10.1	All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder. The Consultant hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality	We request you to consider the following modified clause: All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder. The Consultant hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Consultant and/or its employees	RFP/ Addendum Terms remain same
8	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 11.1	The Consultant shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) that may be occurring due to, arising from or relating to: (i) a breach, non-performance or inadequate performance by the Consultant of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement; or (ii) the acts, errors, representations, misrepresentations, willful misconduct or negligence of the Consultant, its employees in performance of its obligations under this Agreement; or (iii) any deficiency in the services of the Consultant or (iv) violation of any applicable laws by the Consultant, its agents, employees, representatives etc. (v) breach of confidentiality obligations of the Consultant contained in this agreement	We request you to consider the following modified clause: The Consultant shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, from and against losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, that may be occurring due to, arising from or relating to: I. the willful misconduct or negligence of the Consultant, its employees in performance of its obligations under this Agreement; or II. violation of any applicable laws by the Consultant, its agents, employees, representatives etc. III. (v) breach of confidentiality obligations of the Consultant contained in this agreement;	RFP/ Addendum Terms remain same
9	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 11.3	In the event of Consultant not fulfilling its obligations under this clause within the period specified in the notice issued by BOB, BOB has the right to recover the amounts due to it under this provision from any amount payable to the Consultant under this project.	We request the authority to kindly remove this clause.	RFP/ Addendum Terms remain same
10	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 14.1	Consultant shall be liable to pay penalty of 1% of the contract value per week or part thereof for not adhering to the time schedules, subject to a maximum of 5% of contract value as stipulated in RFP for each line item . 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	We request you to consider the following modified clause: Consultant shall be liable to pay penalty of 1% of the contract value per week or part thereof for not adhering to the time schedules, subject to a maximum of 5% of contract value as stipulated in RFP for each line item.	RFP/ Addendum Terms remain same
11	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 14.4	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	Request the authority to kindly consider the following clause: The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BOB and Force Majeure.	RFP/ Addendum Terms remain same

12	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 15.1	Notwithstanding anything herein contained, the BOB may at any time, by notice in writing to Consultant, terminate this Agreement under any one or more of the following conditions: <ul style="list-style-type: none"> • The Consultant commits a breach of any of the terms and conditions of this contract. • Consultant 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 contract. • The progress regarding execution of the contract/ services rendered by the Consultant is found to be unsatisfactory. • Supply of sub-standard Services in the opinion of the BOB; • If deductions of penalty exceeds more than 5% of the total contract price. • Breach of any terms and condition of this agreement 	We request you to consider the following modified clause: Notwithstanding anything herein contained, the BOB may at any time, by notice in writing to Consultant, terminate this Agreement under any one or more of the following conditions: <ul style="list-style-type: none"> • The Consultant commits a breach of any of the terms and conditions of this contract. • Consultant 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 contract. 	RFP/ Addendum Terms remain same
13	Annexure 11 SERVICE LEVEL AND NON DISCLOSURE AGREEMENT Point No. 25	The Consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Consultant and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the BOB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Consultant for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Consultant shall be paid by the Consultant alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Consultant 's employees, agents, contractors, subcontractors etc. The Consultant shall agree to hold the	We request you to consider the following modified clause: The Consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Consultant and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the BOB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Consultant for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Consultant shall be paid by the Consultant alone and the BOB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Consultant 's employees, agents, contractors, subcontractors etc.	RFP/ Addendum Terms remain same

These terms are complementary to the terms of RFP / Addendum 1 issued and shall be read in conjunction with it
There is no change in date for submission of RFP (3.00 PM on **14.09.2020**)
All pages of Addendum and its annexures should be signed and submitted along with the technical bid of the RFP / Addendum 1 & 2