

BOB Financial Solutions Limited
(Formerly known as BOBCARDS Ltd)

REQUEST FOR PROPOSAL



FOR ACQUISITION OF OFFICE PREMISES IN MUMBAI
ON LEASE RENT AROUND 6 KM RADIUS FROM BANDRA EAST RAILWAY
STATION TOWARDS BANDRA KURLA COMPLEX.

Ref: CO/GA/18/03
Dated 05-Nov-2018



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SCHEDULE OF EVENTS

<p>Contact details of issuing department (Name, Designation, Contact no No., Email address for sending any</p>	<p align="center">Chief Manager BOB Financial Solutions Ltd Baroda House Jogeshwari West Mumbai-400102 022-42068504,42068566 Email: rfp@bobfinancial.com</p>
<p>Bid Document Availability including changes/ amendments, if any to be issued</p>	<p>RFP and other information may be downloaded from company's website https://www.bobfinancial.com</p>
<p>Last date for requesting Clarification(pre-bid queries)</p>	<p align="center">Up to 5.30 PM on Date 12-11-2018 All communications regarding points / queries requiring clarifications shall be given in writing or by-mail as above</p>
<p>Pre - bid Meeting at (venue)</p>	<p align="center">12.00 PM on Date 15-11-2018. at BOB FINANCIAL SOLUTIONS LTD Baroda House 2nd floor Jogeshwari West Mumbai-400102</p>
<p>Clarifications to queries raised at pre-bid meeting will be provided by BFSL</p>	<p align="center">06:30pm on Date 16-11-2018</p>
<p>Last date and time for Bid Submission</p>	<p align="center">3:00 PM on Date 26-11-2018</p>
<p>Address for submission of bids</p>	<p align="center">BOB FINANCIAL SOLUTIONS LTD Administrative Office Bank of Baroda Building 2nd floor Baroda House Jogeshwari West Mumbai-400102</p>



Date and time of opening of Technical Bids	3:30 PM on Date 26-11-2018. Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder's Representatives.	
Opening of Commercial Bids	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.	
Letter of Intent	On a subsequent date which will be communicated to such bidders who qualify in the techno commercial Bidding process.	
Tender Fee	Amount Rs.5000/- Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of BOB FINANCIAL SOLUTIONS LTD.	
Earnest Money Deposit	Rs.50,000/-	By means of DD/BC payable at Mumbai in favour of BOB financial solutions ltd. After finalisation of LOI,EMD of unsuccessful bidders shall be returned without interest
Performance Bank Guarantee	for an amount of 10% of the total annual rent+ charges. Format for the same will be provided by the Company.	36 months from release of EMD.
Price validity from the date of opening of commercial bid	90 days	



Evaluation/negotiation of Bids	Committee comprising executives from BFSL and/or Bank of Baroda
Timeline for handing over the complete possession of premises	The total carpet area . required is 5000 to 6000 sq ft. 30 days timeline to handover ready premise from the date of issue of LOI. BFSL opt for the above space with "Fit-Outs" (described in the subsequent paras).
Terms of payment	Rent will be payable from the date of occupation of premise with fit-Outs and timelines mentioned as above
Lock in period	24 Months



1. INVITATION TO BID:

- i. BOB FINANCIAL SOLUTIONS LTD (herein after referred to as BOB FINANCIAL SOLUTIONS LTD, the NBFI' is having its Registered Office at Mumbai herein called as **COMPANY**)
- ii. This Request for Proposal (RFP) is issued by the COMPANY for acquisition of office premises of 5000 to 6000 sq. ft. Carpet area on Lease basis located in Mumbai in a radius of 6kms from Bandra (East) Railway station towards Bandra Kurla Complex. The company would like to take the proposed building with the option of **fit-outs**.
- iii. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- iv. Interested bidders are advised to go through the entire document before submission of bids to avoid any chance of elimination. The eligible bidders adhering to Company's requirements outlined in this RFP, are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Company's discretion.

2. Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of BOB FINANCIAL SOLUTIONS LTD, is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by BOB FINANCIAL SOLUTIONS LTD, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized official(s) of BOB FINANCIAL SOLUTIONS LTD with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The company its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment

or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

- v. The Company also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Definitions: In this connection, the following terms shall be interpreted as indicated below:

- i. **"Bidder"** means an eligible entity/firm/individuals submitting the bid in response to this RFP and shall include his/their legal heirs, successors and assigns.
- ii. **"Bid"** means the written reply or submission of response to this RFP.
- iii. **"Lease Agreement/Agreement"** means the agreement entered between the company and the successful bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- iv. **"EMD"** means Earnest Money Deposit.
- v. **"LOI"** means Letter of Intent.
- vi. **"RFP"** means Request for Proposal.

4. Eligibility Criteria and Technical Parameters for selection:

- i. Bid is open to all Bidders who meet the eligibility criteria and Technical Parameter for selection as given in Annexure-B & Annexure-C&D of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. The bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical bid as prescribed by the Govt. of India (Annexure-G) duly signed by the bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT shall not be considered.

5. Cost of bid document:

The participating bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the company or any other costs incurred in connection with or relating to their Bid. The Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

6. Clarification and amendments on RFP/Pre-Bid Meeting

- i. Bidder requiring any clarification of the Bidding Document may notify the Company in writing strictly as per the format given in Annexure-H at the address/by e-mail of this document within the date/time mentioned in the schedule of events.
- ii. A pre-bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the company thereof will be posted on the company's website or conveyed to the bidders.
- iv. BOB FINANCIAL SOLUTIONS LTD reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. BOB FINANCIAL SOLUTIONS LTD, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment which will be made available to the bidders by way of corrigendum/addendum. The interested parties/bidders are advised to check the BFSL website regularly till the date of submission of bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the company, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the company will be binding on the participating bidders. BOB FINANCIAL SOLUTIONS LTD will not take any responsibility for any such omissions by the bidder. BOB FINANCIAL SOLUTIONS LTD, at its own discretion, may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to prepare the bid, for taking the amendment into account. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda thereof.
- v. No request for change in commercial/legal terms and conditions will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

7. Contents of bidding document:

- i. The bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of bid not responsive to the bidding documents or putting conditional aspect of any nature will be at the Bidder's risk and responsibility and the same may finally result in rejection of its bid. BOB FINANCIAL SOLUTIONS LTD has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

- iii. Nothing in this RFP or any addenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the company and supporting documents and printed literature shall be submitted in English.
- v. The information provided by the bidders in response to this RFP will become the property of BOB FINANCIAL SOLUTIONS LTD and will not be returned. Incomplete information in bid document may lead to non-consideration of the proposal.

8. Earnest Money Deposit (EMD):

- i. The Bidder shall furnish EMD of Rs.50,000 by way of a separate Bank Draft favouring "BOB FINANCIAL SOLUTIONS LTD" payable at Mumbai should be submitted, along with Technical Bid.
- ii. EMD is required to protect the company against the risk of Bidder's conduct.
- iii. Any Bid not accompanied by EMD for the specified amount as mentioned in the key information above will be rejected as non-responsive.
- iv. The EMD of the unsuccessful Bidders shall be returned after bid finalisation. The EMD of successful bidder will be discharged upon the Bidder furnishing the Performance Bank Guarantee (PBG) valid for 36 months in favour of BOB FINANCIAL SOLUTIONS LTD for an amount of 10% of the total annual rent + maintenance charges (mentioned in Annexure-E. The PBG should be strictly on the lines of format placed at Annexure-J and submitted within one month of issuance of letter of intent.
- v. No interest is payable on EMD.
- vi. The EMD may be forfeited:-
 - a. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - b. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- vii. If EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in the RFPs floated by the BOB FINANCIAL SOLUTIONS LTD or its department in future, as per sole discretion of the Company.

9. Bid Preparation and submission:

- i. The bid is to be submitted in two separate envelopes (I &II). **Envelope I** is to be prominently marked as 'Technical Bid for acquisition of office premises on Lease basis in response to the RFP No. CO/GA/18/03 dated



05.11.2018. This envelope should contain following documents and properly sealed:

- A. Bid covering letter/Bid form on the lines of Annexure-A on bidder's letter head.
- B. Earnest Money Deposit (EMD) as specified in this document.
- C. A letter on bidder's letter head in case of company –
 - a. Mentioning details of EMD submitted.
 - b. Certifying that the period of the validity of the bid is as per terms of this RFP.
 - c. Confirming that the bidder has quoted for all the items/services mentioned in this RFP in their commercial bid.
 - d. Confirming that they agree with all the terms and conditions mentioned in the RFP.
 - e. Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical parameter for selection on the lines of Annexure- C &D.**
- D. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the bid document.

ii. The other **envelopes II** prominently marked as

Indicative Price Proposals for acquisition of office premises on Lease basis with Fit Outs, in response to the RFP No. CO/GA/18/03 dated 05-11-2018.

The envelope should contain only indicative price bids strictly on the lines of Annexure-E. The indicative Prices must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. **Bidders may please note:**

- A. **Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.**
- B. The bid document shall be complete in accordance with various clauses of the RFP document, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to bid and make commitments on behalf of the Bidder is to be attached.
- C. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
- D. The company would like to take the proposed building with fit-outs therefore, **the bidder should mandatorily apply with fit-outs.**

- E. Prices quoted by the Bidder shall remain fixed for the period specified in the RFP and shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- F. If deemed necessary the company may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- G. The bidder may also be asked to give presentation for the purpose of clarification of the bid.
- H. The bidder must provide specific and factual replies to the points raised in the RFP.
- I. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
- J. All the enclosures (bid submission) shall be serially numbered with rubber stamp of the participating bidder company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- K. Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids.
- L. The bid document shall be spirally bound.
- M. The company reserves the right to reject bids not conforming to above.
- N. **The two NON-WINDOW envelopes I & II shall be put together and sealed in an outer NON-WINDOW envelope.**
- O. All the envelopes shall be addressed to the company and deliver at the address given in this RFP and should have name and address of the Bidder on the cover.
- P. If the envelope is not sealed and marked, the company will assume no responsibility for the bid's misplacement or its premature opening.

10. Deadline for Submission of Bids:

- I. Bids must be received by the Company at the address specified and by the date and time mentioned in the "Schedule of Events".
- II. In the event of the specified date for submission of bids being declared a holiday for the company, the bids will be received up to the appointed time on the next working day.
- III. In case the Company extends the scheduled date of submission of bid document, the bids shall be submitted by the time and date rescheduled. All rights and obligations of the Company and bidders will remain the same.
- IV. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

11. Modification and Withdrawal of Bids:

- I. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Company, prior to the deadline prescribed for submission of Bid.
- II. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- III. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- IV. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.
- V. Withdrawn bids, if any, will be returned unopened to the Bidders.

12. Period of Validity of Bids:

- I. Bids shall remain valid for 90 days. A Bid valid for a shorter period is liable to be rejected by the company as non-responsive.
- II. In exceptional circumstances, the company may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request, however, in such case; company will not forfeit its EMD. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid document.
- III. The company reserves the right to call for fresh quotes at any time during the validity period, if considered, necessary.

13. Bid integrity: Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that company may take. All the submissions, including any accompanying documents, will become property of BOB FINANCIAL SOLUTIONS LTD.

14. Bidding process/Opening of Technical Bids:

- I. All the technical bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical bids will be opened in the presence of representatives of the bidders who choose to attend the same. However, bids may be opened even in the absence of representatives of one or more of the bidders.
- II. In the first stage, only technical bid will be opened and evaluated. Proposals of such bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/parameter. Only those bids complying with technical parameters shall become eligible for commercial bid opening and further RFP evaluation process.

- III. The company will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The company may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.
- IV. Prior to the detailed evaluation, the company will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.
- V. The company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- VI. If a Bid is not responsive, it will be rejected by the Company and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

15. Technical Evaluation:

- I. Technical evaluation will include technical information submitted as per technical bid format, demonstration of proposed premises, reference calls and site visits, wherever required.
- II. The company reserves the right to evaluate the bids on technical parameters including premises visit also
- III. During evaluation and comparison of bids, the company may, at its discretion ask the bidders for clarification on the bids received. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

16. Evaluation of Price Bids and Finalization:

- I. The envelope containing the indicative commercial bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- II. The company will decide to opt for the building with fit-outs.
- III. The H1 Bidder will be selected on the basis of **CQCCBS** (Combined Quality cum Cost Based System)
- IV. The successful bidder is required to provide price confirmation and price breakup strictly on the lines of Annexure-E.
- V. Errors, if any, in the price breakup format will be rectified as under:
 - a. If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - b. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
 - c. If the Bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - d. The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific

product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the company reserves the right to reject all such incomplete bids.

17. Contacting the Company:

- I. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price Bid to the time, the contract is awarded.
- II. Any effort by a Bidder to influence the company in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

18. Award Criteria:

- I. Company will notify successful bidder (H1) in writing by letter or fax/email that its bid has been accepted. The Selected bidder has to return the duplicate copy of the same to the company within 07 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- II. The successful bidder will have to submit Performance Bank Guarantee for the amount and validity as desired schedule of event and the format of the PBG will be provided by the Company with acceptance of all terms and conditions of this RFP.
- III. Copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.
- IV. The notification of award will constitute the formation of the contract.
- V. The successful bidder shall be required to enter into a Lease Agreement with the company, within 90 days of award of the tender or within such extended period as may be decided by the company.
- VI. Until the execution of a formal Agreement, the Bid document, together with the company's notification of award and the Bidder's acceptance thereof, would constitute a binding contract between the Company and the successful Bidder.
- VII. The company reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

19. Company's Right to Accept Any Bid and to Reject Any or All Bids:

BOB FINANCIAL SOLUTIONS LTD reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

20. Penalty conditions:

Penalty clauses for non-fulfilment of the following T&C shall be as follows:

Item	Penalty (% of monthly rental*)
Water not available for 4 hours or more	0.1% per instance
Electricity outage for more than ½ hour	0.5% per instance
50% or more than 50% of the lifts not working for more than 4 hours	0.1% per instance
A.C. outage for more than ½ hour	0.5% per instance
Delay in handing over	If more than 30 days from the date of LOI, Company has right to impose penalty of Rs.5000/- per day for delayed period.

* Monthly rental means rent plus other charges. Maximum penalty in a month shall not exceed 10% of the monthly rental. Penalty shall not be levied in case of force majeure. Penalty if any, calculated during the month will be recovered from next month rent

21. Insurance:

The successful bidder should obtain insurance for an amount equal to 110 percent of the market value of the premises (including furniture) on "All Risks" basis, valid for a period not less three years.

22. Validity of Agreement:

The Lease Agreement will be for an initial period of 5 years extendable for another **three periods of 5 years** each at the discretion of the company. After each period of **3 years**, the rent and other charges (mentioned in Annexure-E) may be increased by maximum up to 15% on mutually agreeable terms. The BFSL reserves the right to terminate the Agreement after giving three months' notice.

23. Indemnity

The Bidder shall indemnify the Company, and shall always keep indemnified and hold the Company, 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 the Company as a result of:

▶ Company's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or

- ▶ An act or omission, fraud, negligence, breach on part of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement; and/or
 - ▶ Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Company; and/or
 - ▶ Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
 - ▶ 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 Bidder under this RFP/subsequent Agreement; 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 Bidder contained in this RFP; and/or
- a any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - b breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or
 - c The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected Bidder or its employees or sub-contractors under this RFP/subsequent agreement.
 - d Loss of data due to selected Bidder provided facility or
 - e Any deficiency in the services of selected Bidder.
 - f Any transaction contemplated under this RFP/subsequent agreement.
 - g The provisions of this Clause shall survive the termination of RFP and subsequent Agreement made thereafter.

The selected Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Company that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Company:

- a notifies the selected Bidder in writing as soon as practicable when the Company becomes aware of the claim; and
- b Cooperates with the selected Bidder in the defense and settlement of the claims.

However, (i) the selected Bidder shall take sole control of the defense and all related settlement negotiations (ii) the company provides will the selected Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Company does not make any statements or comments or representations about the claim without the prior written consent of the selected Bidder, except where the Company is required by any authority/regulator to make a comment/statement/representation.

Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

Any deficiency in the services of selected Bidder.

Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

In the event of successful vender not fulfilling its obligations under this clause within the period specified in the notice issued by the Company, Company has the right to recover the amounts due to it under this provision from any amount payable to the bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement and the provisions of this clause shall survive the termination of the RFP and subsequent Agreement.

24. No Liability

All employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the bidder.

Under no circumstances Company shall be liable to the bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

25. Termination

Company shall have option to terminate / cancel this RFP at any stage without any prior notice. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.

In following events Company shall terminate this assignment or cancel if Vendor:

- I. breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Company gives written notice; or
- II. failure by Vendor to provide Company, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the company .

Notwithstanding the above, in case of change of policy or any unavoidable circumstances Company reserves the right to terminate subsequent agreement by giving Vendor at least 90 days prior notice in writing. Or

Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise; or

This Tender and subsequent Agreement shall be deemed to have been terminated by the company one day prior to the happening of the following events of default:

The Bidder 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 Bidder 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 Bidder becomes the subject of a court order for its winding up.

- I. In the event of a termination of the Contract by the Company, the Bidder shall do all such acts or deeds as may be required to fully compensate the Company for all expenditure incurred by the Company in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Company following such termination. The Company shall not bear any liability in this regard. The company shall recover all the cost of replacing vendor and or the company shall impose the liquidated damages. In the event of the Company communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.

- II. In the event of the Company communicating its intention to terminate the Contract due to change in its policy or Business

Practice or any other reason which may arise due to unforeseen circumstances, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.

III. Any other reason.

Other Rights or Remedies

Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the contract including the invocation of the performance guarantee by the Company, and does not affect any accrued rights or liabilities of either Party at the date of termination.

Effects of Termination

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Company terminates any Part of the Project, the parties shall continue to perform their respective obligations under the contract in connection with that portion of the Project in respect of which there has been no termination.

Consequence of Termination

If Company terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the selected bidder as a result of such termination, other than:

- the charges or any other amounts due to selected bidder up to the date of termination;
- amounts payable for any Services already performed at the date of the termination;
- amounts payable for Services yet to be performed but which the parties agree not to terminate after performance of those services; and

The selected bidder understands the scale, tenure and criticality of this Project and that it would require tremendous commitment of financial and technical resources for the same

from the selected bidder for the tenure of this tender and subsequent Agreement/Contract. The parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of RFP and subsequent Agreement/Contract for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months, and only after completion of the selected bidder's obligations under a reverse transition mechanism. During this period of Reverse Transition, the selected bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement/Contract and shall maintain the agreed Service levels.

Upon Company's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and any Deliverables not owned by the selected Bidder, being used by the selected Bidder to provide the Services and (ii) the assignable agreements, selected Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and selected Bidder's equipment to Company and its designee(s) on commercially reasonable terms mutually acceptable to both parties.

Upon Company's request in writing, selected bidder shall be under an obligation to transfer to Company or its designee(s) the Deliverables being used by the selected bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

As part of the reverse transition services, Company shall have the right, and selected bidder shall not object to or interfere with such right, to contract directly with any selected bidder's subcontractor.

Procedure for transition and migrating to the new appointed Bidder is as follows:

- Time frame for parallel run
- Skill transfer mechanism and in specific cases, the Loan management requirement
- Reverse Transition Plan

Reverse Transition Services are the services provided by selected bidder to Company during the reverse transition period which will start after completion of the three (3) months' notice period to facilitate an orderly transfer of the Services to Company or to an alternative third party service provider nominated by Company. Where Company elects to transfer responsibility for service delivery to multiple Bidders, Company will nominate a services provider who will be responsible for all dealings with such Bidders regarding the delivery of Reverse Transition Services.

26. Fraud & Corrupt Practices:

- I. The Bidder and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process.
Notwithstanding anything to the contrary contained herein, the company shall reject an application without being liable in any manner whatsoever to the Bidder if determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.
- II. If a Bidder is found by the Company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the company during a period of 5 (five) years from the date if such Bidder is found by the company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- III. For the purposes of this Clause, the following terms shall have the meaning herein after, respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the company who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the concession agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the company, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the letter of authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the project or the letter of authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the company in relation to any matter concerning the Project;
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process



- iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

27. Force Majeure:

1. The Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages 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.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
3. Unless otherwise directed by the Company in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. 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, the Company and the Selected Bidder shall hold consultations in an endeavor to find a solution to the problem.
5. Notwithstanding above, the decision of the Company shall be final and binding on the Selected Bidder.

28. Disputes/Arbitration [applicable in case of successful bidder only]:

1. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
2. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent 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 RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties as per the above mentioned provision.

3. The place of arbitration shall be at Mumbai.
4. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
5. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
6. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Mumbai only.
7. 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 first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

29. Governing Language:

The governing language shall be English.

30. Applicable Law:

The contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

31. Taxes and Duties:

- I. The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- II. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the company shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the company as per the laws and regulations in force. Nothing in the contract shall relieve the Bidder from his responsibility to pay any tax/GST that may be levied in India on income and profits made by the Bidder in respect of this contract.
- III. **Lease Expenses- All expenses**, stamp duty and other charges/ expenses in connection with the execution of the Lease Agreement as

a result of this RFP process shall be borne equally by the bidder and the company.

- IV. The landlord must be registered under GST either as Normal registration or under composite registration.

32. Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

33. Compliance with Laws:

1. *Compliance with all applicable laws:* The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all 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 tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Company 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.
2. *Compliance in obtaining approvals/permissions/licenses:* The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company 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 the Company will give notice of any such claim or demand of liability within reasonable time to the Bidder.
3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by its customers and/or regulatory authorities.

34. 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 or subsequent agreement/contract 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 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.

35. Violation of Terms

The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidders 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 the Company 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.

36. Addition/Deletion of Qualified Offerings

1. Both parties agree that the intent of this RFP is to establish an initial set of service offerings. The Company recognizes that, as the use of these services expands, it is possible that additional services and/or service categories will be needed. In addition, the Company recognizes that from time to time, hardware and software products that are provided as part of selected bidder's services will be upgraded or replaced as technology evolve. Replacement and/or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Company. For this purpose, a Change Order Procedure will be followed. Company may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The selected bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The selected bidder shall carry out such services as required by the Company. The terms of the contract would apply to such incremental deliverables and services.
2. The selected bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Company reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Company has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the Bidder at their cost due to under sizing.
3. The Company is under no obligation to honor such requests to add service categories or amend this contract.
4. As a method for reviewing selected bidder's services and Company requirements, the Company will sponsor regular reviews to allow an exchange of requirements and opportunities.
5. All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this RFP can be varied by the Company. This also includes the right to modify the number of source systems, targets, reports & statements, dash boards, score cards, concurrent users etc.

37. Service Level Agreement and Non-Disclosure Agreement

1. The selected vendor shall execute:
 - a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Company
 - b) **Non-Disclosure Agreement (NDA)**, the selected vendor shall execute the SLA and NDA within two months the date of acceptance of letter of appointment or as intimated by the Company.
 - c) The stamp duty or any other associated charges to execute the above mentioned document shall be borne by the successful bidder.

38. Set Off

Without prejudice to other rights and remedies available to the company it shall be entitled to earmark, set-off or adjust any amounts due to the company, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the company to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

39. Terms and Conditions:

- I. List of documents to be submitted along with the Technical bid form
 - i. Copy of registered Memorandum of Understanding between owners and the landowners in case the land does not belong to the owners.
 - ii. Status and ownership of the title - copies of the supporting documents to be attached.
 - iii. Consent from the owner/ majority stake owner if the Bidder is none of these.
 - iv. Site Plan, approved layout plans from statutory body, brochure of the premises.
 - v. Copy of the Occupation Certificate, if received for a Ready Building.
 - vi. Structural stability Certificate.
 - vii. Photographs of the Building, if any.
 - viii. Evaluation Matrix as per Annexure-D
 - ix. List of amenities provided / to be provided viz., floor finish, lift lobby, entrance lobby, external facade, number of toilets on floor, number of lifts (exclusive use of BOB FINANCIAL SOLUTIONS LTD, if any), finishes of staircase etc.
 - x. Green Building certification or precertification from LEED India or IGBC or GRIHA.
 - xi. Evidence of connected and sanctioned electrical load that can be exclusively used by BOB FINANCIAL SOLUTIONS LTD. Evidence should be in the form of communication from Electricity Board (total



- load) and letter from the bidder (for load apportioned to BOB FINANCIAL SOLUTIONS LTD).
- xii. Proposed building should have power supply from minimum two feeders to ensure uninterrupted power supply. Evidence of no. of feeders from which connected and sanctioned electrical load taken should be made available to BOB FINANCIAL SOLUTIONS LTD.
 - xiii. Evidence of 100% generator power back-up for electrical supply for lighting, air-conditioning and other electrical equipment for connected load. If not, evidence of space for installing the generator of appropriate capacity by the bidder.
 - xiv. Any other relevant documents /deed relevant for the purpose of the RFP
- II. All bidders must collect the acknowledgement from company at the time of submission of bids.
- III. In case the space in the tender document is found insufficient, the bidders may attach separate sheets on a company letter head.
- IV. The short listed bidders in technical bids will be informed to arrange the site-inspection of the offered premises.
- V. Income tax and other statutory clearances shall be obtained by the bidders at their own cost as and when required. All payments to the successful bidder shall be made by electronic mode only into their account maintained with any **Banks branch in India**.
- VI. The electrical panel in the power supply should have provision for connecting generator supply.
- VII. The building should be designed for and provided with central air-conditioning system with chiller plant. Each floor should have Air Handling Unit (AHU) with provision for calculating tonnage and usage using BTU meter or enthalpy meter. The company shall pay charges for air-conditioning as per the methodology described below:
- i. Charges will be paid on actual consumption of variable inputs. The cardinal principle to be followed here would be that the bidder/landlord should not make profit out of providing the air-conditioning services, but the variable cost of providing the services should be reimbursed to him on actual consumption basis.
 - ii. The actual consumption of variable inputs will be computed by means of a mutually agreed transparent formula which is verifiable and auditable.
 - iii. In case of any dispute regarding the methodology of computation of cost of air-conditioning, the company shall seek the services of the technical person attached to Govt. department, and the decision taken by the latter will be final and binding on both the parties (the bidder and the company).
- VIII. **Bid** amount should be inclusive of all costs as mentioned in Annexure-E. No charges other than water & electricity charges, cost of power from generator and AC charges, as mentioned elsewhere in the document) shall be paid by the company.
- IX. Generator cost will be paid based upon actual power consumed measured using energy meter, as per the methodology described below:

- i. Charges will be paid on actual consumption of variable inputs. The cardinal principle to be followed here would be that the bidder/landlord should not make profit out of providing the DG set power, but the variable cost of providing the services should be reimbursed to him on actual consumption basis.
- ii. The actual consumption of variable inputs will be computed by means of a mutually agreed transparent formula which is verifiable and auditable.
- iii. In case of any dispute regarding the methodology of computation of cost of DG power, the company shall seek the services of the technical person from Govt. Dept. and the decision taken by the latter will be final and binding on both the parties (the bidder and the company).

Para no 7, 8 and 9 are applicable only if the offered premises is multi occupants.

- X. Washroom for ladies, gents and persons with physically Disability will have to be provided and should be with an area of 300 sq ft. each approx. per 10,000 sq. ft. of carpet area . or as per local municipal norms.
- XI. Kitchen with water supply, drainage and garbage disposal will have to be provided with an area of 300 sq. ft. approx. per 10,000 sq. ft. of carpet area. or as per local municipal norms.
- XII. It should be possible to air-condition at least 20% of the floor area using Variable Refrigerant Flow (VRF) and/or Split Air-conditioners, Cassette and space should be provided for keeping outdoor units for the purpose.
- XIII. Electricity will be supplied by separate metering and payment will be made directly to the electricity distribution company.
- XIV. Potable water supply must be made for 24 x 7 as per municipal norms.
- XV. If the successful bidder is not able to meet any of the contractual obligations mentioned in the RFP, then the Company shall have the right to invoke the Performance Bank **Guarantee**.
- XVI. All permissions required for peaceful occupancy and use of the offered property by the Company should be obtained by the Bidder before making the offer to the Company, and in the future from time to time, as may be required.
- XVII. Company reserves the right to sublet the premises to its Associates and Subsidiaries.
- XVIII. Firefighting equipment will have to be provided and maintained in good running condition at all times by the landlord. The fire equipment/systems should comply with the Mumbai Fire Prevention and Life Safety Measures Act. The landlord should produce certificate of compliance at the required periodicity.
- XIX. Landlord will ensure that network, data and electricity cables are allowed to be brought into the premises offered to the Company from outside the building from any direction without any hindrance.

- XX. Any modification by the Company except modification to load bearing structures should be permitted, including installation of any system/equipment/gadget that is required for the functioning or safety of the Company.
- XXI. All taxes related to the property shall be borne by the bidder.
- XXII. The landlord should ensure that the building should be kept in good condition, and where the external façade is of glass, the cleaning of the glass will have to be done periodically say monthly basis.
- XXIII. In case the BOB FINANCIAL SOLUTIONS LTD will be the sole occupant of the premises offered for lease, then the security will be arranged by BOB FINANCIAL SOLUTIONS LTD
- XXIV. The availability of workstations, cabins, meeting rooms, etc as per plan provided by company in a broader way and work will be started only after duly approved layout plan by company to the architect of the bidder.
- XXV. The flooring of conference room, meeting room and entrance lobby shall be finished with good quality Italian marble. The office area shall be finish with double polish vitrified tiles. The toilets, dining area, pantry et c. shall be finished with good quality granite.
- XXVI. Common area, parking for cars and two wheelers to be specifically marked. NO rent will be paid for parking on parking allotment.
- XXVII. The air conditioning plant/ unit, etc. should be of reputed make i.e. Voltas, Carrier, Blue Star, Mitsubishi, Hitachi or equivalent. All electrical fixtures should be of ISI/BIS mark.
- XXVIII. Any authorized representative of the Company at all reasonable times shall have free access to the Office Premises and the Bidder shall give every facility to the Company and/or its authorized representatives for inspection, examination and testing of the quality of materials and workmanship and the make, capacity, particulars and performance of the machines and equipment's, if so desired by the Company. The inspections shall be liable to be carried out by any representative(internal or external)/ agency appointed by the Company for quality assurance during the course of construction or even after construction during the defect liability period.
- XXIX. The Company reserves its right to engage at its cost a separate agency to proof-check the design calculations and check the quality of materials and workmanship and for this purpose the bidder shall cooperate and give all necessary documents, design calculations, drawings and samples etc if required without any extra cost.
- XXX. Should there be any deviation to the finalized specifications of Quality of Works the Company reserves the right to seek for redoing the work at the bidders cost or at its own discretion accept the works with deviations/modifications based on satisfactory explanations for such deviations subject to appropriate downward cost adjustments. However, in the event of the bidder undertaking any deviations in order to improve the safety of the Premises fulfilling statutory requirements or any reason whatsoever leading to enhancement to the cost of construction/ works, the Company is not bound to accept them.
- XXXI. The Work shall be executed in the best and most workman like manner with materials of the best and approved quality with particulars contained

in and implied by the Specifications. Where additional work or any modifications are required to be carried out, such additional works and/or modifications shall be carried out according to the drawings, specifications and instructions issued by the Company.

- XXXII. Bidder to provide a complete set of drawings and specifications according to which the work was carried out. The bidder undertakes to provide everything necessary for the proper execution of work according to intent and meaning of drawings, schedule of quantities and specifications taken together.
- XXXIII. The works covered under this RFP shall have a defect liability period till entire contract period from the date of taking over possession by the Company for any construction and/or installation defects and deficiencies. If any defector deficiency of whatever nature is noticed during this period, the same shall forthwith be removed by the Bidder to the satisfaction of the Company, at the Bidder's own cost and within a reasonable time of his being informed, failing which the Company shall remove such defects and deficiencies and recover the expenses incurred in this connection from any amount due to the Bidder under this contractor under any other contract failing which the amount shall be recovered from the monthly rent payable by the Company to the Bidder.

COMPANY'S REQUIREMENTS

S No	Items	Details
1	Building type	Building suitable for Commercial use shall be preferred. Office Premises qualified under IT/ITES Sectors will not be considered for this requirement.
2	Carpet area	5000 to 6000 sq.ft Fully centrally air-conditioned and standalone Air Conditioned wherever required as per RFP terms mentioned elsewhere with 100% power back up .Builder is expected to provide space with complete fit-out as required/necessary for operation of the office.
3	Number of Floors	Single floor Plate
4	Location	Around 6km radius from Bandra East Railway Station towards Bandra Kurla Complex e Bidders are advised to take note of preferred locations as mentioned in RFP terms
5	Alteration	BFSL shall provide 30 days for any alterations from LOI date to be done as per BFSL requirement/specification, as mentioned in the RFP
5	Complete fitted-out Possession	Properties which will be ready with fit outs timeframe from the date of LOI/signing of Lease Deed i.e 30 days from date of LOI



6	Server Room Requirement	<p>Dual UPS space should be available for the facility in server room. Space for dedicated UPS of capacity 10 kva would be placed. Provision of one floor UPS for backup for server room.</p> <p>Server room to accommodate 3 Racks with approx. 100 sqft area and Hub room (if any) to support one rack with 50sq ft area.</p> <p>Standalone AC (two nos) in server room is required to function 24*7*365</p> <p>Dedicated earthling to be provided by electrical team for server room.</p> <p>Provision for Cat 6 cables for both Data and voice future expansion and capacity planning.</p> <p>Floor raceways to be considered by electrical team for data cables.</p> <p>Separate path for Data and electrical cables to be planned.</p> <p>Provision in rooftop to lay tower or pole for leases line + in building permission for cable routing from outside building to server room for leased line.</p> <p>1 Data +1 Voice port on each desk +1 additional Redundant point at each alternate desk.</p> <p>2 Data +2 voice ports in all cabins/L shaped user desks.</p> <p>Multiple data and voice points in meeting/training room(s).</p> <p>Backend Jack Panels.</p> <p>Voice Resource Backbone with riser cables, Krone and Jack Panels in Server room.</p> <p>All jack panels in closed racks.</p> <p>Closed Rack(s) with 800mmwidth for structured cabling (Field side and Voice resource side)with additional 8U free space for active components in server room.</p> <p>5x5 Amp power sockets in each rack(s).</p> <p>Cat 6 cabling solution including IO's, wire manager, faceplate, gang box, conduiting/raceway etc.</p> <p>Penta scanning of complete cabling &report need to be shared with Company.</p> <p>Space on walls for EPABX and Voice Krones in Server Room.</p>
---	-------------------------	--



S.No	Item	Quantity	Details/Brief Specification
7	Reception area	01	Reception Desk
8	Workstations (linear) with Chairs and side storage	80 to 90	All furniture's of good quality with chairs revolving and tilting and complying with ergonomics standard
9	Work stations L type / cubicles w/s 5*5 with chairs and side storage	20	All furniture's of good quality complying with ergonomics standard
11	Cabins with executive chairs and facility for running of all equipment.	8	Full height glazed partitions in Laminate / veneer finish. Chairs should be of good quality revolving and tilting and complying with ergonomics
12	Meeting/ Seminar /Training Rooms (20 seater) with basic infra viz. VC facility, rojector ,TV port etc	01	Full height glazed partition in veneer with melamine polish. Table and chairs of high standards
14	MD cabin with high end executive chair & table	01	Full height glazed partition in veneer with melamine polish.
15	Executive toilet	01	Quality finishing
16	UPS/Switch Room(100sqft)	01	Full height both side laminate partition.



17	Kitchen and pantry with water supply, drainage and garbage disposal will have to be provided. with an area of 300 sq. ft	01	As per standard specifications
19	Store Room Wash room Gents Wash room ladies	01 01 01	Enclosed with wooden rack and pigeons hole As per specific norms As per standard specifications and requirements As per standard specifications and requirements
20	Conference Room of capacity of 40 seater with basic infrastructure	01	As per standard specifications and requirements

The Office Premises / block/ wing/ complex should have the following facilities.

- I. Fire alarm system (analog/digital type) and firefighting arrangements which are mandatory as per the statutory authorities/fire safety norms of National building code and state building bye laws and IS Standards.
- II. Sufficient raw power from the state electricity board/department with 100% Power back-up for the entire facility and adequate redundancy.
- III. The building should have proper approach road, should be moisture free brick construction.
- IV. Water supply with municipal water connection/bore well supported with adequate capacity pumps connected with sufficient storage of water overhead water tank. Proper sewage disposal system, wherever Municipal sewage connection is not available, in such cases there shall be proper disposal mechanism & infrastructure as approved by applicable authorities
- V. The internal accommodation shall be planned, designed as per the standard industry norms adhering to relevant IS codes and NBC laws. The minimum clear height of any floor (clear height from finished floor level to the bottom beam of floor slab i.e. bottom of beam of ceiling) should be mentioned in the bid



- document
- VI. **Location Criteria:** Locality should not be prone to flooding, noise/air pollution, industrial nuisance, unauthorized hutments, encroachments, slums.
- VII. The premises/building shall have proper access of natural light, air and ventilation, The building should satisfy earthquake resistant design requirements of seismic zone IV or as per relevant Indian Standards.
- VIII. The building specifications including staircase width/dimensions should meet fire safety norms and should also have exit doors as per applicable guidelines.
- IX. The building should have signage space with power point.
- X. Premises should be ready for occupation with fit-outs within stipulated time frame with following broad level fit out /amenities expectation

S. No.	Fit out Expectation
1	Modular Furniture with all necessary partitions finished with laminates, cabins, modular work station, cubicles, storage units, meeting tables, High Back Chairs/Medium Back Chairs/Visitor Chairs as per requirement etc
2	Vitrified tiles / Carpet flooring.
3	Granite slab/ tiles wherever required
4	Necessary firefighting system, smoke detectors, fire alarm system satisfying the statutory requirement
5	Furnished with air conditioned office space as per heat load of the building.
6	Suspended false ceiling
7	A reception with good interior
8	All internal surfaces shall be painted with plastic emulsion paint or as advised by us.
9	pantry with tables, chairs to accommodate as per requirement with small utensil wash facility
10	Main entrance door with floor spring
11	Vertical Blinds in all the windows



12	All the tables and the work stations shall be with sufficient UPS/ Raw Power Points as per requirement
13	Data & Voice Point for all workstation, meeting room, cabins, board room etc. (including conduits & cabling)
14	The Voice/ Telephone wiring
15	Fire alarm/ Fire sprinkler system as per requirement
16	Security Alarm
17	Wires, M S Conduits, PVS conduits, UG cables etc shall have ISI mark.
18	Wires used shall be FRLS
19	MS Conduits for UPS and Electrical/light wiring shall be used
20	LCBs shall be provided for all Distribution Boards.
21	All the critical equipment shall be provided with separate earthing and Earthing pits.
22	MCBs shall be used for safety and control of electrical wiring
23	Load shall be balanced in all three phases of electricity.
24	Providing and fixing cladding around the columns
25	Adequate Light fitting and fixtures per agreement
26	Complete Sanitary fittings as per agreement
27	Signage space
28	Sufficient Space for Antennas, Dish etc. for necessary office connectivity
29	Company shall be provided with Warranty Period of Equipment installed in the premises.
30	Raised and anti-static flooring to be provided for UPS/ Server Room.
31	Any other items left out in the above list and requirement to be delivered as part of the fit out scope.
32	Detailed scope of fit outs and makes will be discussed and agreed mutually with finalized bidder before the signing of agreement/lease deed.

To be kept in Envelope I**ANNEXURE-A****BID FORM (TECHNICAL BID)**

[On Company's letter head]

(to be included in Technical Bid Envelope)

Date: _____

BOB FINANCIAL SOLUTIONS LTD
Administrative office, Second Floor
Baroda house
S V Road
Mumbai-400102

Dear Sir,

Ref: RFP No. dated. _____

- I. I / We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Company. I / We shall abide by the terms and conditions spelt out in the RFP. I / We shall participate and submit the commercial bid on the date advised to us.
- II. While submitting this bid, I / We certify that:
 - a. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - b. I / We declare that I / We am / are not in contravention of conflict of interest obligation mentioned in this RFP.
 - c. Indicative prices submitted by me / us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - d. The indicative prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - e. I / We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
 - f. The rate quoted in the indicative price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Company, without any exception.
- III. If our offer is accepted, I / We undertake to complete the premises and hand over the possession to the Company as specified in this RFP.

- IV. I / We agree to abide by all the terms and conditions of this RFP, and the rates quoted therein by us for the premises to be provided to the Company up to the period prescribed in the Bid, which shall remain binding upon us.
- V. I / We certify that I / We have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Company submitted by us in our Bid document.
- VI. It is further certified that the contents of our bid are factually correct. I / We also accept that in the event of any information / data / particulars proving to be incorrect, the Company will have the right to disqualify us from the bid.
- VII. I / We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- VIII. If our bid is accepted, I / We undertake to enter into and execute at our cost, when called upon by the Company to do so, a contract in the prescribed form and I / We shall be jointly and severally responsible for the due performance of the contract.
- IX. The name(s) of successful bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Company and/or communicated to the successful bidder(s).
- X. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the Company in the RFP document.

Dated this..... day of 2018

(Signature) (Name)
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company.

ANNEXURE- B

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

i. Commercial:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	Carpet Area. 5000 to 6000 sq. Ft should be ready at the time of submission of bid to enable the Company to occupy as per timelines mentioned in schedule of events.		Site Plan, approved layout plans from statutory body, brochure of the premises. Photographs and certificate by architect.
2.	Location: Around 6km radius from Bandra East Railway Station towards Bandra Kurla Complex .		Independent verification by Company.
3.-	Possession with Occupancy Certificate Ready or be ready Before submission of commercials for 5000 to 6000 sqft area (approx).		Copy of the Occupation Certificate, if received for a Ready Building.



4.	Building Type: Single Building with minimum floor plate of 10000-15000sqft carpet area. With modern amenities. Area offered should be on continuous floors. or same floors		Approved floor layout plan.
5	Air-conditioning: Building should be designed and be provided with central air-conditioning with chiller plant. Each floor should have AHU. The AC system should not be more than 5 years old.		Approved layout plan. Necessary documentary evidence should be provided in respect of age of the AC system.
6.	Copy of registered Memorandum of Understanding between owners and the land owners in case the land does not belong to the owners.		a) Status and ownership of the title -copies of the supporting documents to be attached. b) POA from the owner/ majority stake owner if the bidder is none of these
7	Structural stability Certificate.		Relevant certificate from Govt. approved RCC Consultant to be enclosed.
8	Green Building certification or precertification from LEED India or IGBC or GRIHA.		Relevant certificate to be enclosed



9	Parking Area to be provided exclusively for Company for minimum 10 cars and minimum 30 two wheelers.		Approved municipal plan for parking area to be submitted.
10	<p>Electrical power should be minimum 100 kw. Electrical load that will be exclusively provided to BOB FINANCIAL SOLUTIONS LTD.</p> <p>If adequate power is not available as on the date of participating bid, the bidder has to provide the documentary evidence for having applied for minimum 75 KW power supply i.e. required for 5000-6000 sq ft to be handed over by date.</p>		Approved drawing by Municipal /Govt. authority.



11.	<p>Blacklisting:</p> <p>Bidder should:</p> <p>a. A. not be insolvent, in receivership Company or being wound up, not have its affairs administered by a court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b.</p> <p>b. not have, and their directors and officers not have, been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c. not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d. comply with the code of integrity as specified in the bidding document</p>		A self-certificate letter as per Annexure-F
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12	The selected bidder should agree to the terms and conditions of Lease Agreement based on RFP terms		Bidder should specifically confirm on their letter head in this regard.
----	--	--	---

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Technical Bid
(to be kept in envelope I)

ANNEXURE-C

OFFER FOR OFFICE PREMISES ON LEASE BASIS
TECHNICAL BID FOR EVALUATION OF TECHNICAL PARAMETER

With reference to your advertisement in _____, Mumbai dated the _____, we hereby offer following space for lease

1. Details of Owner

Name:

Address:

Mobile No.:

Fax No.-

address

E-mail

Name

of Contact Person

Status

of the Owner:

(Whether Proprietary / Partnership / Pvt. Ltd., / Public Ltd. etc)

2. Does the property have clear and marketable title ____ Yes ____ No

3. Details of the property:

Address of the property (with nearby landmark):

Size of the total development - _____ sq. ft. Status of the property:

Ready / Under Construction

If Ready -

Age of the building - _____

Occupation Certificate received - ____ Yes ____ No

If No, expected date of receiving the same -

_____ If under construction -

Expected Date of giving Possession

Use of property: ____ Commercial / ITNo. of buildings:

_____Wings in

the complex:

_____ No. of

floors in the offered building: Offered wing/ building:

No. and level of floors:

At which floor/s the premises are offered:

_____ Area of premises offered

(floor Wise):

Floor Plate: _____

Parking: 1 car parking per _____ sq ft.

In order to have parity of comparison and also for the purpose of payment, carpet area shall mean actual covered floor area (which will be in exclusive possession of the Company), excluding thickness of the external peripheral walls of the premises would be considered. The common areas such as entrance lobby, staircases, lifts and sanitary shafts, lift lobbies, common toilets, watchman room, pump room, overhead tank, generator rooms, air-conditioning plant rooms, AHU etc. will not be considered. Parking area will also not be considered under carpet area. The Architectural projections in Façade and areas including balconies, terraces, niches, will not be considered. The actual covered floor area will be measured at the site for calculating the lease rent.

Based upon the above conditions, the total carpet area. offered is:
_____sqft.

4. Total sanctioned electrical load required is _____ KW

Provision for Additional power requirement: _____ KW

5. Whether Structural Stability Certificate obtained: ___ Yes ___ No
(Certificate shall be from licensed structural Engineer of DMC/GNMC)

6. Detail of site:

6.1 Tenor of the land

a) Free hold: ___ Yes ___ No

b) Lease hold: ___ Yes ___ No

c) If lease hold, give residual period of lease and name(s) of the title holders:

6.2 Size of the plot

a) Shape of the plot _____ :

b) Frontage in ft.: _____

c) Depth in ft: _____

6.3 Area of plot

a) Covered area Ground Coverage

_____ sqft _____

b) Open area: _____
sqft

c) Permissible FSI _____
_____ sqft

d) FSI consumed. _____
_____ sqft

7 Source of water supply to the building

8 _____ Any establishment easements regarding Right of way/passing for
mains of water / Electricity

9 Does the site or portion fall within railway land ___ Yes ___ No

National highway ___ Yes ___ No and whether Overhead Cable ___ Yes ___ No /

Underground cable ___ Yes ___ No traverses the site:

10 Details of locality

10.1 Address and locality in which the property is situated

10.2 Character / Type of locality

a) Residential: ___ Yes. ___ No

b) Commercial : ___ Yes ___ No

10.3 Locality's proximity to the following places in Kms:

a) Metro Railway Station _____ kms

b) Hospitals _____ kms

c) Bus stop _____ kms

d) Airport _____ kms

10.4 Details of boundary and adjacent building

10.5 Boundary of the property

a) North: _____

b) East: _____

c) South: _____

d) West: _____

10.6 Common facilities provided

a) Car parking: _____ nos.

b) Two Wheeler parking: _____ nos.

c) No. of Lifts: _____

e) Generator back up: _____ Yes _____ No

Capacity of Generator _____

f) Firefighting arrangements: ___ Yes ___ No

g) Provide approved plan for the above

10.7 Name of the Architect of the project with Address:

11 Any other special features of the building:

12 List of annexures [Attach separate sheet(s) if needed]

Signature of the Owner

Place:

Or

Date:

Authorised Signatory

with Name & Seal

(To be kept in Envelope I)

ANNEXURE-D

TECHNICAL PARAMETERS FOR SELECTION/ EVALUATION MATRIX

To Be Evaluated by Committee Members

Sl No	Broad Criteria / Technical parameters for selection	Max Marks	Marks obtained
1	Location (distance from the nearest Railway station/Bus stop/)	10	
2	Carpet Area per floor (sq. ft.) in one building in same floor/contiguous floors. Total Height available(finished floor level to false ceiling)-Minimum 3.5 meter	10	
i.	Up to 3.5 meter / FLOOR PLATE <15000		
ii.	> 3.5 meter / FLOOR PLATE >15000		
3	Locality Type-(Commercial/Residential/Govt establishment etc). Preference will be given to good commercial locality	5	
4	Status of Building. I) Ready to occupy with occupation certificate. ii) Will be ready during bid process	5	
5	Frontage, Depth, Area, Business potential, Road facing, Terrace, views, prominence and Approach** **Approach to the property from main road should be free from congestion, slum, drainage etc	15	
7	100% generator power back-up for electrical supply for lighting, air-conditioning and other electrical equipment for connected load provided or adequate space available for installation in due course.	5	
8	Available car parking* exclusive for BOB FINANCIAL SOLUTIONS LTD minimum 10-15 cars and 20-30 scooters. Marks will be allotted accordingly. Preference will be given to Covered parking	15	

9	Building Façade (Glass/others).Age of building ,Quality of construction with internal fixture and finishing items. Age of building should not be more than 12 years. 1) Excellent 2) Good 3)Average	15	
10	Security Arrangement(Proximity to nearest police station and fire station)	5	
11	Provision of Cafeteria and recreation centre	5	
12	Quality of fit outs (rating based on our architects views)	10	
	TOTAL	100	

Minimum overall qualifying marks for above is **70**.

Financial bids will be opened only if **minimum two technically qualified bidders** is short listed.

The various offers will be evaluated on the basis of highest marks obtained in **CQCCBS** (Combined Quality cum Cost Based System) basis.

Bidders are advised to note that evaluation of the offers will be under Combined Quality cum Cost Based System (CQCCBS) basis. The methodology under this system shall be as under:-

(i) Preliminary evaluation of the Technical bids will be done to ensure that the bidders fulfill the basic selection criteria as per detailed terms and conditions specified in the tender document.

(ii) Thereafter, the technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid document to arrive at the qualifying marks.

(iii) Bidders who qualify in technical Bids will be intimated to him before opening of financial bid and will be allotted a weightage of 70% while the financial bids will be allotted weightage of 30%.

(iv) The Financial bids of only those bidders who qualify technically by obtaining a minimum qualifying mark of 60.00% (i.e. 60 marks) in their technical evaluation, will be opened.

(v) Financial bid of the bidder with the lowest price will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted prices. Similarly technical bid of the bidder having obtained highest marks will be given technical score of 100 and other bids will be given technical score inversely proportional to the marks obtained by them.

(vi) The total score, both technical and financial, shall be arrived at by weighting the quality and cost scores and adding them up.

(vii) On the basis of the combined weightage score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of cost and quality will be ranked as H-1 followed by the bidders securing lesser marks as H-2, H-3 etc. The bidder securing the highest combined score and ranked as H-1 will be invited for discussions, if required, and shall be considered for accepting his offer. The formula for working out the combined score will be as follows:

Total scores= T(w) x T (s) + F(w) x F(s)

T(w) stands for weightage for Technical score i.e 0.7

T(s) stands for Technical score evaluated

F(w) stands for weightage for Financial score i.e 0.3

F(s) stands for Financial score evaluated

An example, for reference and clarification purpose only, is given below:

Suppose there are three bidders (A, B & C) qualified based on the marks obtained / technical parameters and the marks obtained by them and rate quoted by them are as under:

Bidder	Marks obtained in Technical bid	Rate quoted ` Per Sq.ft carpet area
A	80%	90
B	70%	81
C	75%	84

For the purpose of evaluation, three bidders will be given scores as under:

Bidder	Technical score	Financial score
A	100	90
B	87.5	100
C	93.75	96.42

Total Score of the bidder will be as under:

$A = 0.7 \times 100 + 0.3 \times 90 = 97 \text{ (H1)}$

$B = 0.7 \times 87.5 + 0.3 \times 100 = 91.25 \text{ (H3)}$

$C = 0.7 \times 93.75 + 0.3 \times 96.42 = 94.55 \text{ (H2)}$

The order will be placed in favor of H1 after assessing the reasonability of the rates.

➤ It is observed from the above that bidder (A) is H1 bidder and order shall be placed to him.

* Company reserves the right to use car parking area for scooter parking, if needed.

** Distance means road distance, measured from any end of the concourse.

***Power available should be at least 125 KW per 10,000 sq. ft. carpet area..

****Designated Committee shall scrutinize the offers received with reference to parameters given in advertisement and shortlist offers accordingly.

*****Shortlisted premises shall be inspected by designated committee.

*****Designated Committee will give marks as per technical evaluation matrix and shall be binding to all bidders.

Certificate/Undertaking from the Owner(s)

I/We _____(Name)M/s.

_____(Name/Company/ Body/Firm) hereby confirm that I/we are the owner(s) of the Premises/property as described at

(Address)

and are legally entitled to lease the subject premises/property.

Signature of the Owner

I/We declare that the information furnished above is true and correct and conforms to the specifications.

Signature& seal of bidder

I/We further declare, confirm and undertake:

- (a) That the property has clear marketable title free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature.
- (b) That the p r e m i s e s /property will be delivered mortgage free, if mortgaged, at the time of registration.
- (c) That the drafts of all documentation which may be finalized by the company and its solicitors/lawyers shall be final and binding on me/us.
- (d) To furnish the No Dues Certificate / NOC from the concerned Society, for which the entire payment will be made by me/us.
- (e) That the transfer fees or any other charges or contributions or out go and all other expenses demanded by and /or payable for transfer of the offered premises o the Society, or to any other entity/authorities etc. incurred by either parties shall be borne and paid by me/us alone.
- (f) I/We am/area ware that the Company is not bound to accept the lowest or any or all the Tenders and will not be required to give any reason for rejecting any Tender.
- (g) That the car parking (whether covered or stilt or open or both)would be as per the measurement at site and would be incorporated in the lease deed before execution of the lease deed or a letter authorizing the said use will be provided to us.
- (h) The form which is downloaded from the website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.
- (i) That all the terms and conditions specified in this Tender Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.
- (j) That there is no mention of any financial details in the Technical Bid or anywhere else other than Financial Bid, and that there are no technical and commercial conditions in Financial Bid.
- (k) That the following documents as per the requirement of the Company or its legal team will be provided:

- Sale deed or any other title documents through which the offered premises was purchased by me/us earlier.
- All original chain of documents pertaining to the premises.

- Latest Receipt of payment of Society charges, Electricity Bill and any other charges.
- Non-encumbrance Certificate and any other document required .

(l) My/our offer is open for acceptance for a period of 3months (90 days) from the date of opening of technical bids. If required, the validity period may be extended on mutual agreement with Company, in case my/our offer being considered for final shortlisting.

(m) I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/tender document and I/we understood the instructions fully.

Place:

Date:

Signature of bidder with seal

Name of the signatory

The following documents shall be enclosed with the bid:

(Not mandatory at the time of submission of Bid)

Sale/purchased /conveyance deed duly registered with the registrar with all description

- 1. Sale deed prior to the current sale deed**
- 2. Photocopy of approved /sanction layout;**
- 3. Photocopy of last paid house/property tax;**
- 4. Photocopy of last paid electricity /water bill;**
- 5. Photocopy of last paid society charges , if any;**
- 6. Completion certificate issued by the concerned authority confirming that structure is constructed as per approved map/plan;**
- 7. Documents confirming that property is clear & no lien /charge has been created;**
- 8. Ownership details with percentages ;**
- 9. Elevation drawings of front & side;**
- 10. Photocopy of Pan Card.**

ANNEXURE-E

INDICATIVE COMMERCIAL/FINANCIAL BID WITH FIT-OUTs

(To Be submitted in separate sealed envelope)

With reference to your advertisement in the local dailies/website (<http://www.bobfinancial.com>), I/We offer the premises owned by us for housing your office on lease basis at the rent mentioned below and on the terms and conditions mentioned in your RFP (tender document):

General Information:

1. Location:

- (a) Name of the Building
- (b) Plot No.
- (c) Name of the street
- (d) Name of the city
- (e) Pin code

2. Bid amount: *

S.No.	Item (per month)	Cost (Rs. Per Unit)	Quote (Rs.)
I	Rent for Fit-outs	Rs. Per sq. ft. carpet area	
II	Maintenance Charges	Rs. Per sq. ft. carpet area	
III	Total Rent (i + ii)	Rs. Per sq. ft. carpet area	
IV		Total Carpet Area offered	

* Bids will be submitted in one envelope, with price bid including Rent for Fit Outs+ maintenance charges as mentioned in Sr. (i) to (ii) in the above table. Company will exercise options which will be conveyed before conducting the techno commercial all the technically qualified bidders.

* The Company will give its specification towards the fit outs to the successful bidder with full details. The estimate prepared by the successful bidder towards the capital expenditure of fit-outs as specified by the Company shall be vetted by the Company's appointed Engineer / Architect.

Common Facility Charges include charges for all facilities which are common to or are used by all the tenants of the building such as security, reception, lighting, air-conditioning of common areas, lifts, parking, housekeeping, water pumping, repairs and maintenance of common properties and amenities, pest control, firefighting, etc. shall not be charged separately instead includes these charges in Rent.

Taxes/rates : All existing/future Municipal/Local Body/Government taxes / cess / levy will be borne by us.

Maintenances/Repairs:

1. Company shall bear actual charges for consumption of electricity and water, I /We undertake to provide separate electricity/water meters for this purpose.

2. All repairs including annual / periodical white washing and annual / periodical painting will be done by me/us at my/our own cost. In case, the repairs and / or white/ colour washing is /are not done by me/ us as agreed, Company will be at liberty to carry out such repairs white/colour washing, etc. at our cost and deduct all such expenses from the rent payable to us.

Monthly lease rent payable during the notice period of termination of lease shall be adjusted from the amount of security deposit/advance rent and the Landlord will refund the balance amount, if any, of the security deposit/advance rent to the Company at the time of vacating the Premises. In case, after adjustment of the lease rent from security deposit if there is due amount from landlord/lessor then the landlord/lessor shall pay such amount to the Company/lessee. Where the Lease Deed is not terminated and is going to expire by efflux of time, the Company shall adjust the entire security deposit/advance rent amount towards the lease rent. During such period (termination/expiry of lease), the landlord/lessor will raise the invoice by mentioning that the lease rent amount has been adjusted towards the security deposit

The above offer will be valid up to three months i.e., _____

Place:

Signature of the Owner/s

Date:

Or

Authorised Signatory
with Name & Seal

SELF-DECLARATION - NO BLACKLISTING

Administrative Office,
BOB Financial Solutions Ltd
Baroda House 2nd floor
S.V Road
Jogeshwari West Mumbai-400102

In response to the RFP Ref. No .dated _____ for
acquisition of office premises on Lease basis, as an Owner/ Partner/ Director/ Auth.
Sign. of _____, I/ We hereby declare that
presently our Company/ firm _____, at the time of bidding: -

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b. have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d. does not have any previous transgressions with any entity in India or any other country during the last five years.
- e. does not have any debarment by any other procuring entity
- f. is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- i. will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable laws, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Signature:

Seal of Company

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

General

This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 201 , between, on the one hand,

The **BOB FINANCIAL SOLUTIONS LTD** a body corporate incorporated under the company's Act, 1956 having its Registered office at Baroda House Behind Dewan shopping centre Jogeshwari west Mumbai through its _____ Department / Office at _____.

(hereinafter called the "COMPANY / Lessee", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s _____ represented by Shri _____,

Chief Executive Officer (hereinafter called the "BIDDER/Lessor which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the COMPANY proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Lessor is willing to offer/has offered the stores 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 COMPANY is an Office / Department of BOB FINANCIAL SOLUTIONS LTD performing its functions on behalf of company.

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 COMPANY to obtain the desired service / product 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 COMPANY 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 COMPANY

1.1 The COMPANY undertakes that no official of the COMPANY, 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, organisation 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 COMPANY 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 COMPANY will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the COMPANY with full and verifiable facts and the same is prima facie found to be correct by the COMPANY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the COMPANY 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 COMPANY the proceedings under the contract would not be stalled.

Commitments of BIDDER(s)

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:

3. 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 COMPANY, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 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 COMPANY 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 BOB FINANCIAL SOLUTIONS LTD for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with BOB FINANCIAL SOLUTIONS LTD.

3.3* wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.

3.4* The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the COMPANY that the BIDDER is the original Bidders or service providers in respect of product / service covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the COMPANY 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.

3.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the COMPANY 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.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid valuation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the COMPANY 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.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 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 COMPANY or alternatively, if any relative of an officer of the COMPANY has financial Interest/stake in the BIDDER's firm, the same shall be disclosed 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.

3.13 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 COMPANY.

4. Previous Transgression

4.1 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 / Public Sector **Banks** in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

4.2 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.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the COMPANY through any of the mode mentioned in the RFP / bid document and no such mode is specified, by a Company Draft or a Pay Order in favour of BOB FINANCIAL SOLUTIONS LTD from a nationalized Bank including Bank of Baroda However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents / RFP should be from any nationalized Bank and promising payment of the guaranteed sum to the COMPANY on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the COMPANY shall be treated as conclusive proof for making such payment to the COMPANY.

5.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the COMPANY, including warranty period, whichever is later.

5.3 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 COMPANY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations

6.1 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 COMPANY to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the COMPANY desires to drop the entire process.

(ii) 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 COMPANY and the COMPANY shall not be required to assign any reason therefore.

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

(iv) To recover all sums already paid by the COMPANY, 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 COMPANY in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

(v) 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 COMPANY, along with interest.

(vi) 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 COMPANY resulting from such

cancellation/rescission and the COMPANY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the COMPANY or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the COMPANY.

(viii) 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.

(ix) Forfeiture of Performance Bond in case of a decision by the COMPANY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the COMPANY deemed fit the details of such events for appropriate action by such authorities.

6.2 The COMPANY 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.

6.3 The decision of the COMPANY 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.

7. Fall Clause

7.1 The BIDDER undertakes that it has not offered/is not offering 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 or any other Bank 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 or a Bank 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 COMPANY, if the contract has already been concluded.

8. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the COMPANY 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 COMPANY.

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

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to years or the complete execution of the contract to the satisfaction of both the COMPANY and the BIDDER/Lessor, 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, with the successful bidder by the COMPANY.

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

12. The parties hereby sign this Integrity Pact at ____ on _____

For COMPANY

For BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Office / Department

BOB FINANCIAL SOLUTIONS LTD.

Witness

Witness

1.

2.

1.

2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the COMPANY in regard to involvement of Indian agents of foreign suppliers.

(Note: This agreement will require stamp duty as applicable in the State where it is executed)

ANNEXURE-H



Pre-Bid Query Format

(To be provided strictly in Excel format)

Bidder Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions