

**NOTICE INVITING TENDER
FOR SALE OF BANK'S PROPERTY AT CADESTRAL SURVEY NO. 2145, OF
GIRGAON DIVISION KNOWN AS DENAWADI PROPERTY LOCATED AT
THAKURDWAR, CHARNI ROAD (EAST), MUMBAI, MAHARASHTRA, 400 002
ON AS IS WHAT IS & AS IS WHERE IS BASIS**

Facilities Management Department
Bank of Baroda
C-34, G-Block
Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

[A] Important Dates:

Sr. No	Particulars	Timeline
1	NIT Issuance Date	03.02.2025
2	NIT Coordinator Name, Contact details (Bank)	1. Sabyasachi Mohanty, CM 022-66985102 2. Kamleshwar Sah, SM 022-66985779
3	Pre-bid Meeting details	<ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 15.02.2025 ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on em.bcc@Bankofbaroda.com along with pre-bid clarification. ○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. ○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
4	Last Date of Submission of NIT Response (Closing Date)	27.02.2025 Up to 3:00PM
5	Eligibility Cum Technical Bid Opening Date	27.02.2025 at 3:30 PM
6	Commercial Bid Opening Date	Shall be intimated separately
7	Bid Security (Earnest Money Deposit)	₹50.00 Lacs (Rupees Fifty Lacs)
9	Mode of bid submission	Offline

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the NIT document
3. NIT means the Notice Inviting Tender
4. Proposal, Bid means "Response to the NIT Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. SLA means Service level Agreement
7. RFP means request for Proposal document

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'Bidder' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control

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- or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1. INTRODUCTION

Bank of Baroda is one of the largest Public Sector Banks in India. Bank of Baroda was founded on 20th July 1908 by Maharaja Sir Sayaji Rao Gaekwad III, Bank of Baroda has emerged as a premier Public Sector Bank in India with 8,300+ branches, 85,000+ employees serving 165 million+ customers. Bank of Baroda is having 83 overseas branches/offices located in different countries spanning across 17 countries viz Europe, US, Africa, Asia and Australia.

The Bank has many immovable owned properties at various locations PAN India.

The Bank wishes to sell one such property situated at Cadestral Survey No. 2145, of Girgaon division known as DENA WADI property located at Thakurdwar, Charni Road (East), Mumbai, Maharashtra, 400 002 on as is where is & as is what is basis through this process of Tendering.

2. General Terms and conditions

- 2.1 The NIT document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the NIT & subsequent auction.
- 2.2 Information Provided: The NIT document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this NIT document.
- 2.3 This is an open Tender and Bank invites bids from prospective eligible bidders who fulfil the eligibility criteria mentioned below in Annexure-1 i.e. Evaluation process.
- 2.4 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 2.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 2.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the NIT document and the meaning and impact of that information.
- 2.7 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this NIT document.
- 2.8 The issuance of NIT document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this NIT document that it has not relied on any idea, information, statement, representation, or warranty given in this NIT document.
- 2.9 Acceptance of Terms: the bidders will, by responding to the Bank's NIT document, be deemed to have accepted the terms as stated in this NIT document
- 2.10 Only one submission of response to NIT by each Respondent will be permitted.

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- 2.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 2.12 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 2.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 2.14 The Bank will notify the Respondents in writing as soon as practicable after the NIT Evaluation Complete date, about the outcome of the NIT evaluation process, including whether the Respondent's NIT response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 2.15 All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of NIT Response (Closing Date)" would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to NIT. The Bank has no liability to any Respondent who lodges a late NIT response for any reason whatsoever, including NIT responses taken to be late only because of another condition of responding.
- 2.16 The Bank has established NIT coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the NIT coordinators / contact persons from the Bank mentioned in "[A] Important Dates - NIT Coordinator"
- 2.17 Recipients are required to direct all communications for any clarification related to this NIT to NIT Coordinator.
- 2.18 All questions relating to the NIT, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications shall not be entered into and a Respondent shall be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 2.19 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the NIT closes and all such information and material provided must be taken to form part of that Respondent's response.
- 2.20 Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 2.21 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the NIT closes to improve or clarify any response.
- 2.22 Bidder should submit their Eligibility Cum Technical and Commercial bids through Physical mode thereafter auction done through e-auction.
- 2.23 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting NIT process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

- 2.24 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 2.25 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 2.26 The bidders required to quote for all the components mentioned in the “Project scope” and all other requirements of this NIT. In case the bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 2.27 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 2.28 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
- 2.29 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 2.30 Responses to this NIT should not be construed as an obligation on the part of the Bank to award a contract. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 2.31 By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the Bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 2.32 The terms and conditions as specified in the NIT and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 2.33 The bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 2.34 The execution, delivery and performance under an Agreement by bidder:
- ▶ Will not violate or contravene any provision of its documents of incorporation;
 - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or

- public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 2.35 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this NIT and also would not return the bid documents to the Bidders
- 2.36 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 2.37 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 2.38 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 2.39 No Commitment to Accept Highest bid or Any Tender – The Bank shall be under no obligation to accept the highest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 2.40 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 2.41 Price Discussion – It is absolutely essential for the Bidders to quote the highest price at the time of making the offer in their own interest.
- 2.42 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 2.43 NIT responses received after the deadline for lodgment of NITs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late NIT submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to NIT. The Bank has no liability to any Respondent who lodges a late NIT response for any reason whatsoever.

3. Project overview and scope of work

- 3.1 This Notice inviting Tender (NIT) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Bidder for Sale of Bank property at Denawadi, Charni Road Mumbai.
- 3.2 Now Bank in process for Sale of Bank property at Denawadi, Charni Road Mumbai For this purpose, Bank invites proposal from Bidders who are interested in participating in this NIT who fulfill the eligibility criteria mentioned under Annexure- 01. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this NIT.
- 3.3 The detailed scope of work is mentioned as under. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract. Further, Bank also reserves the right to cancel the NIT at any given point of time in tender without assigning any reasons whatsoever. Furthermore, the Bank reserves the sole discretion to reject any bidder or multiple bidders without providing any justification.

3.4 Details of the subject property is as under:-

- a. **Subject Buildings on the Subject Land:** There are 8 (eight) cessed buildings constructed on Subject Land (*defined below*), which are as follows:

RCC Structures:

- (i) Branch Office comprising of Ground plus 1 upper floor;
- (ii) Store-Room comprising of Ground plus 1 upper floor;
- (iii) Shubh Sadan comprising of Ground plus 5 upper floors;
- (iv) Shree Sadan comprising of Ground plus 3 upper floors;
- (v) Satya Sadan comprising of Ground plus 2 upper floors; and
- (vi) Shanti Sadan comprising of Ground plus 2 upper floors.

Load Bearing Structures:

- (i) Shiv Sadan comprising of Ground Floor; and
- (ii) Sukh Sadan comprising of Ground plus 2 upper floors (Pump room, Meter room, etc. are located at the Ground floor area of the building).

- b. The aforesaid Subject Buildings are occupied by several occupants i.e. total **196 Rooms**, out of which 173 are occupied by unauthorized occupants and balance 23 units are occupied by BOB, a list of which is listed in the NIT hereof . **BOB is the owner of the Subject Buildings constructed on the Subject Land & occupants occupying the units in the Subject Buildings do not have any ownership rights in the Subject Buildings.**

- c. Legal Proceedings affecting the Subject Property:

There are (i) 161 legal proceedings pending before the Hon'ble Estate Officer (Public Premises Eviction Cell), under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, (ii) 2 legal proceedings before the Small Causes Court, Mumbai, under the Maharashtra Rent Control Act, 1999, and (iii) 2 legal proceedings instituted in the Bombay High Court, summary of which is listed below:

Sr No	Nature of Units	Cases before Public Premises Eviction (PPE) Cell	Cases before Small Causes Court	Cases before the Bombay High Court
1	Residential	161	1	1
2	Commercial	0	1	1

Out of these 161 pending PPE matters before the Hon'ble Estate Officer, 140 matters are in evidence stage and the remaining 21 matters are in stage of filing Written Statement. There is no stay or injunction granted by any Court/Forum with regard to Subject Land and /or the Subject Buildings or any part thereof.

d. **Statutory Notices from the MHADA & Writ Petition filed by BOB challenging the same:**

- 12.1 Bank has not received any notices from any statutory authorities, in relation to the Subject Property or any part thereof, save and except the following notices under Section 79-A of the Maharashtra Housing and Area Development Act, 1976 ("**Act**").
- 12.2 The ceiling of passage of the 2nd floor in one of the Subject Buildings, peeled off due to rainwater leakage and the ceiling / plastering of the 3rd floor also was affected. Pursuant to the incident, one of the occupants brought the same to the notice of Maharashtra Housing and Area Development Authority ("**MHADA**") authorities and requested for urgent repair work to be carried out. Thereafter, various notices dated May 29, 2023 bearing Nos. E.E/C-3/1712, 1713, 1714, 1715, 1716/2023 under Section 79-A of the Act, were received by BOB on August 7, 2023 ("**MHADA Notices**"). These notices directed BOB to submit a proposal for redevelopment of the Subject Buildings within six months, along with the consent of 51% of the tenants / occupants, failing which, MHADA would acquire the Subject Buildings and reconstruct the same.
- 12.3 The MHADA Notices have been duly replied to; by BOB (through its advocates) vide letter dated November 23, 2023, citing and relying on the Structural Audit Report conducted for the Subject Buildings on August 8, 2022, to buttress that Section 79-A of the Act cannot apply in the present case. The said Structural Audit Report was prepared by Supreme Engicons (India) Private Limited, in or around the month of October 2024.
- **Writ Petition filed by BOB challenging the MHADA Notices:** Pursuant to the same, BOB has now instituted a writ petition bearing No.29209 of 2024, before the Hon'ble Bombay High Court, challenging the MHADA Notices under Section 79-A of the MHADA Act ("**Writ Petition**"), and the subject writ petition was listed before the Division Bench of Justice of the Bombay High Court on October 24, 2024. The Bombay High Court has stayed the proceedings initiated by MHADA against the Petitioner under Section 79A of the Maharashtra Housing and Area Development Act, ("MHAD Act") accordingly, the subject writ petition has been adjourned to December 12, 2024 for further consideration.
- The subject writ petition was listed before the Division Bench of Justice of the Bombay High Court on 16th December, 2024. The Bombay High Court continued the stay. Accordingly, the subject writ petition was adjourned to February 17, 2024 for further consideration.

e. **Mortgages and Charges:** The Subject Land and Subject Building are not affected by any charge or mortgage.

f. **Property Taxes:** All property taxes in relation to the Subject Property have been paid till date and there are no outstanding amounts pending.

g. CONCLUSION:-

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BOB is seized and possessed of, or otherwise well and sufficiently entitled as the owner of the Subject Land; and

BOB is the owner of the Subject Buildings.

Subject to the aforesaid, BOB is entitled to sell the Subject Land together with the Subject Buildings, on an 'as-is-where-is basis & as is what is basis', with due disclosures of all the pending Legal Proceedings and the MHADA Notices, *as there are no restrictions/injunctions or court receiver appointed in the pending Legal Proceedings.*

Interested Bidders may visit our office to have a look title and other documents after duly executing the Non-Disclosure Agreement and by taking prior appointment for the same.

List of Occupants in the Subject Buildings

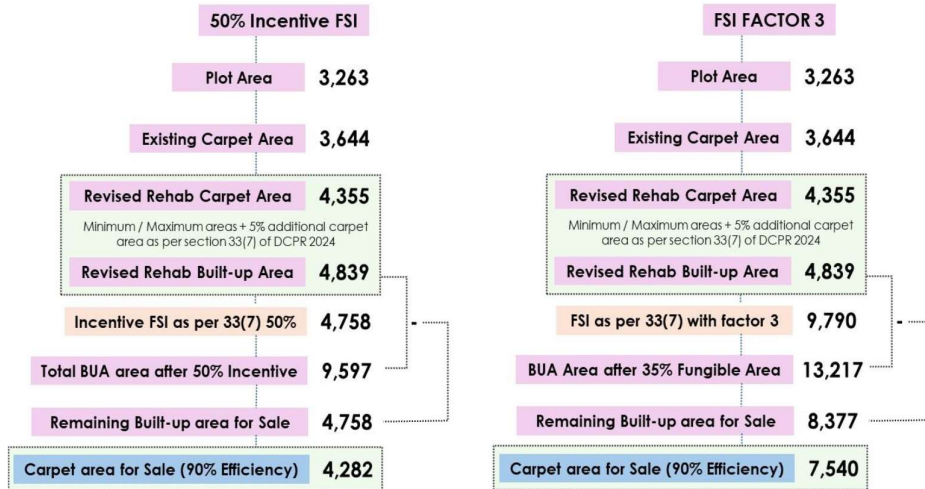
OCCUPANCY STATUS: DENAWADI					
				Total Area	37053 SQ.FT
Sr. No	Denawadi Building Charni Road	Total No. of Rooms	Tenants / Unauthorized Occupant's Possession (No. Of Units)	Bank's Possession (No. of Units)	Occupancy Not in Possession of Bank (%)
1	Shree Sedan	40	29	11	73%
2	Satya Sadan	38	34	4	89%
3	Shiv Sadan	25	22	3	88%
4	Shanti Sadan	35	35	0	100%
5	Shubh Sadan	33	29	4	88%
6	Sukh Sadan	25	24	1	96%
Total		196	173	23	88%

Scope for Development:

Denawadi Property is located at Thakurwar, Charni Road (East), South Mumbai. The property is located close to upcoming metro Station and developing nearby prime residential commercials & Retail micro markets.

The following FSI is available at the captioned location re-development subject to local body guidelines / permission.

- a) FSI 3 times on Gross Plot
- b) Rehab existing tenant area +50% incentive FSI whichever is more



*-All figures in Square Meter

Prospective Bidders are advised to carry out due diligence regarding above at their end and ensure that they have thoroughly assess all aspects or opportunities of the property before bidding

4. **Special Conditions of Contract**

Bank had floated EOI (Expression of Interest) for sale of the captioned property. As per provisions of rehabilitation act of Maharashtra under DCPR, the following tentative calculation has been formalized.

Value Proposition for Developer (Tentative)			
A	Saleable Value	350-400	Cr
B	Cost to Developer	250-300	Cr
C=A-B	Tentative Realizable Value by the bidder/Developer	100-150	Cr

The Sale is being held on “**AS IS WHERE IS & WHATEVER IT IS BASIS**”.

- i. The price components consist of 3 line items viz Component A i.e. Upfront Money Committed by the Bidder to be paid to Bank, Component B i.e. Residential units offered by Bidders in Carpet Area & Components C i.e. Commercial units offered by bidders in carpet Area
 - **Upfront sum payable to Bank – A-** Reserve Price at Rs.45 Crores
 - **Residential units offered (Sq. Ft)- B-** Reserve figure as 12,000 sq. ft. carpet area. To arrive at monetary figures, this component to be multiplied by 40,000 INR.
 - **Commercial units offered (Sq. Ft)- C-** Reserve figure as 1800 sq. ft. carpet area. To arrive at monetary figures, this component to be multiplied by 50,000 INR.
- ii. **Total = Effective amount (in INR) = (A + Rs.40,000/- * B + Rs. 50,000/- * C)**
- iii. e- Auction will be held on online platform details of which will be shared separately after opening of technical and financial bids of the NIT. The date of auction will be notified in due course.
- iv. The carpet area offered shall be completely habitable, encumbrance free, OC received along with fire & other relevant certification/permission from Competent Authority.
- v. Reserve price of Component A i.e. Rs.45 Crs and Reserve value for the component of B & C in terms of Carpet area 12000 sq.ft and 1800 sq.ft respectively.
- vi. For arriving at H-1 & calculation purpose, Component B is to be multiplied by ₹40,000/-per sq.ft (fixed) or more and Component C is to be multiplied by ₹50,000/- per sq.ft (fixed) or more. Hence to arrive H1 Calculations in monetary conversations following methodology has been adopted by the Bank.

Grand Sum Payable to Bank (in INR) = A + Rs. 40,000/- * B + Rs. 50,000/- * C
- vii. Any bidder who is quoting below Rs.45 Crores in Component A, shall stand disqualified.
- viii. Any bidder who is not quoting towards Component B & Component C, or quoting below the reserve values set, the bidder will be disqualified.
- ix. Despite not quoting any value or quoting below reserve values in Component B &/or C, the bidder may be in contention, provided the bidder agrees to offer Rs.34 Crores (B) and/or Rs.6.5 Crores (C) (calculated as NPV @9% against the minimum carpet area asked) for Component B & C respectively as upfront Cash to the Bank, in addition to our already offered value against Component A.
- x. Accordingly, the Component A value shall be revised accordingly. Examples are as under:-
- xi. If a bidder doesn't quote for Component B & C both, however agrees to pay upfront compensation instead in addition to already quoted amount against Component A (Reserve Price of 45 Crores), then NPV (Net Present Value) @ 9% of FV (future Value) of Component B & C at minimum frozen price will be added to component A as quoted by the Bidder. For instance.

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Component A quoted = 45 Cr, Component B & C quoted= Zero (0) sq. ft.
 Minimum value of Component B= 12000 Sq.ft X40,000/-per Sq.ft = 48 Cr.
 Minimum value of Component C= 1800 sq.ft X 50,000/- per sq.ft = 9 Cr.
 Total= 57 Crores
 NPV of Rs.57cr at 9% = 57 Cr/ (1.09)⁴ = 40.38 Cr= say 40.5 Cr

Total Amount deemed to be quoted by bidder under component A= 45 +40.5= 85.5 Cr

- xii. Any bidder who is not willing to quote minimum quotable area for Component B (12,000 sq. ft.) and instead offers only commercial space greater than or equal to minimum quotable area, then NPV (Net Present Value) @ 9% of FV (future Value) of Component B at minimum frozen price will be added to component A as quoted by the Bidder. For instance:

Component A quoted = 45 Cr, Component B quoted= Zero (0) sq. ft., Component C quoted= 1,800 sq. ft.

Minimum value of Component B= 12000 Sq.ft X40,000/-per Sq.ft = 48 Cr.
 NPV of Rs.48cr at 9% = 48 Cr/ (1.09)⁴ = 34Cr

Total Deemed to be quoted under component A = 45+34 = 79 Cr

Total Amount deemed to be quoted by bidder = 79 + (1800 * 50,000/- INR= 9) = 88 Cr

- xiii. Any bidder who is not willing to quote minimum quotable area for Component C (1,800 sq. ft.) and instead offers only residential space greater than or equal to minimum quotable area, then NPV (Net Present Value) @ 9% of FV (future Value) of Component C at minimum frozen price will be added to component A as quoted by the Bidder. For instance:

Component A quoted = 45 Cr, Component B quoted=12,000 sq. ft, Component C quoted= Zero (0) sq. ft

Minimum value of Component C= 1800 sq.ft X 50,000/- per sq.ft = 9 Cr.
 NPV of Rs.9Cr at 9% = 9 Cr/ (1.09)⁴ = 6.37Cr say 6.5 Cr

Total Deemed to be quoted under component A = 45+6.5 = 51.5 Cr

Total Amount deemed to be quoted by bidder = 51.5 + (12000 * 40,000 INR = 48) = 99.5 Cr

EXAMPLE PRICE BID						
Bidder	Component A (Cr)	Component B (12000Sq.ft)/ NPV @9%	Component C (1800Sq.ft) / NPV @ 9%	Total in Cr	Standing	Remarks
a	45	12000 sq. ft= 48 Cr	1800 sq.ft = 9 Cr	102	H1	Bidder is willing to quote in Component B & C
b	45+34=79	0	1800 sq.ft = 9 Cr	88	H3	Bidder is willing to quote in component C

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c	45+6.5=51.5	12000 sq. ft= 48 Cr	0	99.5	H2	Bidder is willing to quote in component B
d	45+40.5=85.5			85.5	H3	Bidder is not willing to quote either in Component B & C

5. **Bid Security (Earnest Money Deposit)**

5.1.1 Bidders are required to give an earnest money deposit of an amount as mentioned in Annexure 03" at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee (Annexure 03 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-2904040000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS.**

The Earnest Money Deposit may also be submitted along with the tender document in form of Demand Draft payable in favour of Bank of Baroda.

Non-submission of Earnest Money Deposit in the format prescribed in NIT will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - ▶ To comply with any other condition precedent to signing the contract specified in the NIT documents.

Unsuccessful Bidder's - Bid security money deposit will be returned by the Bank within two weeks from closure of the NIT. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

6. Redevelopment Agreement and Non-Disclosure Agreement:

- 6.1 The bidder shall execute a) Non-Disclosure Agreement (NDA) (As per Annexure -08 for having access to documents at our office
- 6.2 The successful bidder shall execute b) Necessary documents/agreement including indemnity, which contains all the detailed terms and conditions of the sale of properties to be extended as detailed provided later on. The successful bidder shall execute the necessary agreement and provide the same along with acceptance of offer.
- 6.3 All the expenses related to execution of the document such as the applicable stamp duty and registration charges (if any) shall be borne by the successful bidder.

7. Compliance with Laws:

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

8. Termination:

- 8.1 Bank reserves the right to terminate this NIT at any stage without any notice or assigning any reason.
- 8.2 At any time during the course of the NIT process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this NIT has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance Bank guarantee or forfeit the security deposit as the case may be. Further Bank may impose such restriction/s on the defaulting bidder as it deemed fit.

9. Grievance Redressal and Dispute Resolution:

- 9.1 Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this NIT may file a request to the General Manager at gm.em.bcc@Bankofbaroda.com. All letters must be addressed to the following:

The General Manager & Head (FM)
Bank of Baroda, Baroda Corporate Centre
C-26, G-Block, BKC, Mumbai-51
- 9.2 The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this NIT.
- 9.3 If the Bank and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

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- 9.4 If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 9.5 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- 9.6 The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof including all its amendments thereof shall apply to the arbitration proceedings.
- 9.7 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

10. Governing Laws:

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

11. Prevention of Corrupt and Fraudulent Practices:

- 11.1 As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure-07 of this NIT.
- 11.2 Every Bidders are expected to observe the highest standard of ethics during the NIT & subsequent auction process in pursuance of the policy:
- ▶ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the auction process AND
 - ▶ "Fraudulent Practice" means a misrepresentation of facts in order to influence the NIT & subsequent auction process to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 11.3 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 11.4 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

12. Authorized Signatory:

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

13. Indemnification

13.1 Successful bidder shall indemnify and hold harmless Bank and its successors and assigns from and against any and all Claims that are incurred by parties or its successors or assigns in connection with or arising from or relating to any breach by bidders.

13.2 The indemnity obligation shall survive the termination of any agreement between Successful bidder and Bank. For the avoidance of doubt, any claim arising from court judgments issued against Bank regarding transaction or arises out of properties or any statutory claims or demands shall be indemnified by the Successful bidder upon execution of formal agreement by the parties

13.3 Successful bidder to indemnify, defend, and hold harmless the Bank and its affiliates, officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, losses, damages, expenses (including reasonable legal fees), or fines arising out of or in connection with:

13.4 The Successful bidder further to indemnify, defend, and hold harmless the Bank, its heirs, successors, and assigns from and against any and all claims, liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorney's fees) arising out of or related to:

- Any liens, encumbrances, or claims against the property that exist prior to the Closing Date.
- Any legal disputes, claims, or actions related to the Banks ownership, use, or transfer of the property.
- Any outstanding taxes, assessments, or charges levied against the property that are the Banks responsibility but remain unpaid as of the Date of execution of agreement with Bank and successful bidders.
- Any breach of this Agreement by Successful bidder;
- Any violation of Applicable Laws or third-party rights by Successful bidder.

This indemnity shall survive even after closing of the transaction/sale/redevelopments etc. and shall remain in full force and effect.

14. The bid submission by related parties:

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

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

15. Right to Reject Bids:

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

The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the NIT document.
- ▶ It is not accompanied by the requisite Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the NIT.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the NIT
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the NIT at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. **The addendums, if any, shall be published on Bank's website only. Bidders are accordingly requested to a keep close watch on the Bank's tender section**

16. Information Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

18. Disclaimer

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

Guidelines for submission details and Tendering

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

Section #	Section Heading	Proforma Given
1.	Documentations	Annexure 01
2.	Bid Security (Earnest Money Deposit)	Bidder to Provide Transaction Details or Bank Guarantee as per Annexure 02
3.	Bid Security Form	Annexure 03
4.	Covering letter from the bidder	Annexure 04
5.	Pre- Bid Queries Form	Annexure 05
6.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
7.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
8.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
9.	Conformity Letter	Annexure-06
10.	Integrity pact	Bidder to provide detailed Annexure 07
11.	Non-Disclosure Agreement Format	Annexure 08
12.	Technical Bid- Auction Form	Annexure 09
13.	Technical Bid- Declarations by the bidders	Annexure 10
14.	Commercial Bid	Annexure 11
15.	Details/ experience to be carried out for the development/ redevelopment of similar project since last 5 year	Annexure 12

Annexure 01 –Documentation

1. Evaluation process

A two stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Eligibility Cum Technical Bid
- ▶ Stage 2 – Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and Bank will not entertain any correspondence in this regard.

A. Eligibility cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the NIT.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	General		
1	Bidder should be partnership firm / LLP or private / public limited company in India for last 5 years in the real estate business		Documentary Proof to be attached (Certificate of Incorporation)
2	Details/ experience to be carried out for the development/ redevelopment of similar project since last 5 years		Documentary proof to be attached along with Annexure-12
2	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
B	Financial		
1	The Bidder to attach last three completed financial years –2021-22, 2022-23 and 2023-24* (Not inclusive of the turnover of associate companies) financials viz turnover & PL statement. * If 2023-24 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2020-21 along with an undertaking letter from the bidder that the 2023-24 Statements are not audited.		Audited Financial statements for the financial years 2021-22, 2022-23 and 2023-24*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. *

The technical bids of only those bidders who qualify the above mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability **Annexure 09, 10 & 12**

B. Commercial Bid Evaluation

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The Sale is being held on “AS IS WHERE IS & WHATEVER IT IS BASIS”.

- xiv. The price components consist of 3 line items viz Component A i.e. Upfront Money Committed by the Bidder to be paid to Bank, Component B i.e. Residential units offered by Bidders in Carpet Area & Components C i.e. Commercial units offered by bidders in carpet Area
- **Upfront sum payable to Bank – A-** Reserve Price at Rs.45 Crores
 - **Residential units offered (Sq. Ft)- B-** Reserve figure as 12,000 sq. ft. carpet area. To arrive at monetary figures, this component to be multiplied by 40000 INR.
 - **Commercial units offered (Sq. Ft)- C-** Reserve figure as 1800 sq. ft. carpet area. To arrive at monetary figures, this component to be multiplied by 50000 INR.
- xv. **Total = Effective amount (in INR) = (A + Rs.40,000/- * B + Rs.50,000/- * C)**
- xvi. e- Auction will be held on online platform details of which will be shared separately after opening of technical and financial bids of the NIT. The date of auction will be notified in due course.
- xvii. The carpet area offered shall be completely habitable, encumbrance free, OC received along with fire & other relevant certification/permission from Competent Authority.
- xviii. Reserve price of Component A i.e. Rs.45 Crs and Reserve value for the component of B & C in terms of Carpet area 12000 sq.ft and 1800 sq.ft respectively.
- xix. For arriving at H-1 & calculation purpose, Component B is to be multiplied by ₹40,000/-per sq.ft (fixed) and Component C is to be multiplied by ₹50,000/- per sq.ft (fixed). Hence to arrive H1 Calculations in monetary conversations following methodology has been adopted by the Bank.
Grand Sum Payable to Bank (in INR) = A + Rs.40,000/- * B + Rs.50,000/- * C
- xx. Any bidder who is quoting below Rs.45 Crores in Component A, shall stand disqualified.
- xxi. Any bidder who is not quoting towards Component B & Component C, or quoting below the reserve values set, the bidder will be disqualified.
- xxii. Despite not quoting any value or quoting below reserve values in Component B &/or C, the bidder may be in contention, provided the bidder agrees to offer Rs.34 Crores (B) and/or Rs.6.5 Crores (C) (calculated as NPV @9% against the minimum carpet area asked) for Component B & C respectively as upfront Cash to the Bank, in addition to our already offered value against Component A.

Additional General Terms

- i. It shall be the responsibility of the bidder to inspect and satisfy themselves about the assets and specification before submitting the bid. **They can inspect (only between 11.00 AM to 4.00 PM) the property till 25.02.2025 (Only on Working days). However, for fixing up of appointment for inspection of properties by the bidders, they should send mail on em.bcc@Bankofbaroda.co.in, contact no- 022-6698 5779 / 5102 at-least two days prior to the intended date of inspection so as to make necessary arrangements. The inspection shall be at the cost of bidder and no claim will be entertained by the Bank in this regard. Bidders will be permitted to inspect the properties only in the presence of Bank Officials/representative.** The interested bidders may contact on above contact details for any clarification.
- ii. The interested bidders shall submit their **EMD** payable through RTGS/NEFT/DD/BC mentioned against each property as above and submitted **along with technical bid (Details of RTGS/NEFT should be certified by the remitting Bank).**
- iii. The intending purchaser / bidder is required to submit following documents along with their Technical bid (s) viz. i) Copy of PAN Card ii) Proof of identification (KYC) viz. self-attested copy of the voter ID card / Driving License /Passport etc. iii) copy of proof of address in **Envelope**

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superscribing **Technical Bid for Property** _____ . Without these documents, bid is liable to be rejected.

- iv. **Address for submission of Technical Bid:** Duly filled Technical bids along with KYC and EMD should be submitted in Tender Box kept at following address:

General Manager & Head, Facilities Management
1st Floor, Baroda Corporate Center,
C-26, G Block, Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051.

- v. Only buyers who have submitted required amount of EMD along with the desired documents (as mentioned in point no. i) on or before 27.02.2025, upto 3.00 pm (through any mode of delivery viz Courier/Speed Post/Hand Delivery) will be allowed to participate in the e-auction process. **No bid will be accepted beyond the stipulated date and time.**
- vi. The technical bids cum KYC/EMD Documents shall be opened on 27.02.2025 at 3:30 PM at the above mentioned office.
- vii. The bidder who quotes the highest bid amount (not below the reserve price) in the e-auction process (**Shall be intimated separately**) shall be declared as successful bidder and a communication to that effect will be issued to their email A/c which shall be subject to approval by BANK.
- viii. The EMD of the successful bidders shall be retained and the EMD of unsuccessful bidders shall be refunded. The EMD shall not bear any interest. **The successful bidder shall have to deposit 25% of the sale price, excluding the EMD already paid, immediately (within 5 working days) of the acceptance of the bid price by BANK and the remaining balance of sale price on or before 21 working day from the date of 1st payment or within such extended period as agreed upon in writing by and solely at the discretion of BANK.**
- ix. In case of default in payment by the successful bidder within the due date as specified above, the amount already deposited by the bidder shall be liable to be forfeited without any further notice or recourse.
- x. The Bank is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the auction without assigning any reason thereof.
- xi. The bidders are advised to go through the detailed terms and conditions before submitting their bids and taking part in the tender.
- xii. The Sale will attract provision of TDS as applicable under sec. 194 1(A) of Income Tax Act on culmination of sale, if sale price is Rs.50 lacs & above.
- xiii. Entire charges in transfer viz Stamp Duty, Registration Charges, Society Charges etc. of properties shall be borne by bidders/buyers themselves.
- xiv. All Disputes arising out of or in any way connected with this e-auction shall be deemed to have arisen at the place where the property is located and courts at the said location shall have exclusive jurisdiction to determine the same.
- xv. Any Addendum/Corrigendum including modifications, if any, shall be issued on the Bank's website.
- xvi. The Bank reserves the right to cancel the e-auction process without citing any reason, whatsoever.
- a. The Commercial Offer must provide comprehensive and transparent pricing details in line with our Tender Documents, ensuring alignment with the Technical Offer without any discrepancies. All costs

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associated with the quoted items must be explicitly stated, with no hidden or additional Charges. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

Annexure 02 – Bid Security Letter

To,

The General Manager & Head
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: NIT FOR PROCUREMENT OF -----.

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer) /Bank Guarantee

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We having our registered office at (herein after called the 'BIDDER') are providing our Bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & Bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

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Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 03- Bid Security Form

Pro forma for Bank Guarantee in lieu of EMD

To:

The General Manager & Head

Baroda Corporate Centre

C-26, G- Block, Bandra Kurla Complex

Mumbai- 400051

WHEREAS (hereinafter called "the Offerer") has submitted its offer under NIT dated (date of submission of offer) for purchase of **BANK'S PROPERTY AT CADESTRAL SURVEY NO. 2145, OF GIRGAON DIVISION KNOWN AS DENAWADI PROPERTY LOCATED AT THAKURDWAR, CHARNI ROAD (EAST), MUMBAI, MAHARASHTRA, 400 002**, in response to Bank of Baroda's notice calling for NIT (hereinafter called "the Offer").

KNOW ALL PEOPLE by these presents that WE Bank of Baroda of

India having our registered office at C-26, G-Block, Bandra Corporate Centre Mumbai- 51 (hereinafter called "the Bank") are bound unto Bank of Baroda (hereinafter called "the Seller") in the sum of for which payment will and truly to be made to the said Seller, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this day of, 20.....

We guarantee to pay the Seller up to the above amount upon receipt of its first written demand, without the Seller having to substantiate its demand, provided that in its demand the Seller will note that the amount claimed by it is due owing to default/violation of any of the terms and conditions of the NIT for sale of immovable properties at **BANK'S PROPERTY AT CADESTRAL SURVEY NO. 2145, OF GIRGAON DIVISION KNOWN AS DENAWADI PROPERTY LOCATED AT THAKURDWAR, CHARNI ROAD (EAST), MUMBAI, MAHARASHTRA, 400 002** as per advertisement dated

1. We..... do hereby expressly, irrevocably and we conditionally undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.50,00,000/-.(Rupees Fifty Lacs only) against any loss-or damage caused to or suffered by or that may be caused to or suffered by you on account of m1y breach or breaches on the part of the Bidder/s of any of the terms and conditions contained in the NIT and in the event of the Offerer committing default or defaults under the NIT process, we shall forthwith on demand pay to you such sum or sum not exceeding the sum of Rs.50,00,000 / (Rupees Fifty Lacs only) as may be claimed by you on account of breach on the part of the Offerer of their obligations or default in terms of the NIT.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Offerer has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee, but will pay the same forthwith on

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your demand without any protest or demur. Any such demand made by the seller shall be conclusive as regards the amount due and payable by us to you.

3. This Guarantee shall continue and hold good until it is released by you in writing on the application by the bidder/s after expiry of the relative guarantee period, provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the NIT or to postpone for any time or from time to time any of your rights or powers against the Bidder/s and either to enforce or forbear to enforce any of the terms and conditions of the said NIT and we shall not be released from our liability under this Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the or Offerer or any other forbearance, act or omission on your part or any indulgence by you to the Bidder/s or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.50,00,000/- (Rupees Fifty Lacs Only) as aforesaid or extend the period of the guarantee beyond the said (Date) unless expressly agreed to by us in writing.

5. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with ru1y of the provisions of Bank Guarruntee.

6 Subject to the maximum limit of our liability as aforesaid, this Bank Guarantee will cover all your claim or claims against the Offerer from time to time arising out of or in relation to the Offer under NIT in respect of which your claim in writing is lodged on us before expiry of this Guarantee.

7. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax or registered e-mail, hand delivery and if sent accordingly it shall be deemed to have been given when the same has been posted.

8. The Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing, uncancelled and this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

9. The Guarantee shall not be affected by any change in the constitution of the Bidder/s or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

10 The Guarantee shall come into force from the date of its execution and shall not be revoked/assigned by us at any time during its currency without your previous consent in writing.

11. I/We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder/s in any suit or proceeding including arbitration proceedings pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder/s shall have no claim against us for making such payment.

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12. Notwithstanding anything contained herein above;

- i) Our liability under this Guarantee shall not exceed Rs.50,00,000/- (Rupees Fifty Lacs only)
- ii) This Bank Guarantee shall be valid and remain in force up to and including the date and (please confirm the period and the date)
- iii) We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

13. We have the power to issue this Guarantee in your favour and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney datedissued by the Bank in favour of the undersigned.

Place:

SEAL

Code No.

SIGNATURE

Note:

1. Offerer should ensure that the seal and code No. of the signatory is put by the Bankers, before submission of BG.
2. Stamp Paper is required for the BG issued by the Banks located in India.

Annexure 04 – covering letter from the Bidder

To

The General manager & Head

Baroda Corporate Centre

Bank of Baroda

Baroda Sun Tower

Bandra Kurla Complex

Bandra (E), Mumbai 400 051

Sir,

Sub: NIT FOR -----.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to price to the Denawadi property all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your Bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply indemnity executed between us and Bank's
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the Highest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 05- Pre-Bid Queries Form

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

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Property etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

NIT name and no:

Contact Person from Respondent in case of need.

Name :

Tel No :

e-Mail ID:

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

Annexure 06–Conformity Letter

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

To
The General Manager & Head
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: NIT FOR

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 07 – Integrity Pact

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

Between

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

And

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

Preamble

BOB is a one of the nationalized PSU Bank having its presence throughout India and 84 overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select , under laid down organizational procedures, contract/ s for.....

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

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

Section 1 - Commitments of BOB

- (1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the BOB , personally or through its family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- (2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted

- electronically.
- d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter .
 - g. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

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

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

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

Section 8 - Independent External Monitor

- (1) The BOB appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of

Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.

- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 Other provisions

- (1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and NIT/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at _____ on _____

BOB

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

1. _____

1. _____

2. _____

2.

ANNEXURE 08

NON-DISCLOSURE AGREEMENT CUM INDEMNITY

This NON-DISCLOSURE AGREEMENT CUM INDEMNITY (“**NDA**”) is executed at Mumbai this _____ day of ____ 20

BY

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

In favour of

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Mandvi, Baroda 390006 and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**BOB**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns);

BOB and Consultant/Intended Bidder/s , shall hereinafter be individually referred to as BOB and Consultant collectively referred to as “Parties”.

RECITALS

WHEREAS:

1.

BOB pursuant to its RFP No _____ which has been or may be established, with the Consultant/intended bidders , anticipate that it may have to disclose or deliver certain documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental sub-systems, (collectively, “Proprietary Information”); and which may be accessible / available to the Consultant

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AND WHEREAS Bank of Baroda (BOB) seeks to secure appropriate indemnification from the Consultant in relation to the sale of the property through Notice of Tender being [Property Name/Details_____], for the purpose of facilitating and processing the RFP/Sale Transaction.

WHEREAS, BOB desires to ensure that the confidentiality of any Proprietary Information is maintained, during the tenure of the NDA (contract) and thereafter;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, both the parties intending to be legally bound, BOB and Consultant/successful bidders hereby agree as follows:

1 CONFIDENTIAL INFORMATION

- 1 All BOB's details, documents, data, papers, statements and business / customer/tenant information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations.
- 2 The Consultant shall not make or retain any copies or record of any Confidential Information submitted by BOB . .
- 3 The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 4 The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.
- 5 Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- 6 The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.
- 7 Consultant shall not disclose the name of the BOB , or the existence, nature or substance of any agreement, relationship and/or negotiations between BOB and the Consultant , in any publicity material or other communications to any third parties without the prior permission of BOB.
8. However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii) Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

9. The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

10. In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Consultant to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforce in India.

2 PROPRIETARY RIGHTS

Title to all documents, process details, any other information which is having intellectual property rights received by Consultant from BOB, including all Proprietary Information, shall remain at all times the sole property of BOB, and this Agreement shall not be construed to grant to Consultant any patents, licenses or similar rights to such property and Proprietary Information disclosed to Consultant hereunder.

3 INDEMNITY

3.1 The Consultant hereby agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Consultant and /or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.

3.2 The Consultant acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the BOB for which monetary damages may be difficult to ascertain or an inadequate remedy. The Consultant therefore agrees that the BOB will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

3.3 The Consultant further agrees to indemnify, defend, and hold harmless the BOB, its heirs, successors, and assigns from and against any and all claims, liabilities, losses, damages, costs, and expenses (including but not limited to reasonable attorney's fees) arising from or related to:

1. Any breach by the Buyer of the representations, warranties, or covenants made in connection with this transaction/RFP.
2. if selected as successful bidders, then any legal claims, liabilities, or obligations arising after the in the process of transfer of ownership due to the Buyer's use, possession, or management of the property.

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3. Any unpaid taxes, duties, charges, or obligations related to the property that become due on or thereafter the completion of the sale and transfer in case the consultant are selected as successful bidders. .
4. Any violation of local laws, regulations, or zoning ordinances by the consultant.

This indemnity shall survive the closing of the transaction and shall remain in full force and effect.

4 Termination and Survival

4.1 The terms of this Agreement shall be for ----- months unless terminated by BOB with thirty days prior written notice to Consultant , however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.

4.2 Unless the BOB otherwise agree in writing, consultant duty to protect Confidential Information expires twelve years from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall be remain confidential forever or until such time when the consultant no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

4.3 The indemnity stipulated under Clause 3.3 shall survive the completion of the transaction/RFP and shall remain in full force and effect notwithstanding the closing of the transaction.

5 GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by BOB. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under . The place of Arbitration shall be at Mumbai. The language of arbitration shall be English and the courts at Mumbai shall have the exclusive jurisdiction to try any matters arising from this Agreement.

6 SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

7 NO LIABILITY

Consultant understands and agrees that neither the BOB nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any

liability whatsoever to consultant or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

8 MISCELLANEOUS

8.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8.2 This Agreement is in addition to any prior written agreement between BOB and Consultant relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.

8.3 This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by BOB and Consultant .

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

<p>For Bank of Baroda</p> <p>Sign ;</p> <p>Name :</p> <p>Title :Authorised Signatory</p> <p>Address; ,</p> <p>Fax No.</p>	<p>For M/s _____</p> <p>Sign ;</p> <p>Name :</p> <p>Title :Authorised Signatory</p> <p>Address; ,</p> <p>Fax No.</p>
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(PLEASE FILL IN CAPITAL LETTERS ONLY)

1	Buyer Details: -	
a.	Name of the Bidder(s) Company or Firm Name:	
b.	Registered Address of Bidder(s):	
c.	Primary Contact Person's Name:	
d.	Official E-Mail ID for Official Communication:	
e.	PAN No:	
f.	GST No:	
g.	RERA No (If Applicable):	
2.	Demand Draft/Pay Order/Banker's Cheque Details: -	
a.	Name of Issuing Bank & Branch:	
b.	DD/ PO/BC No:	
c.	Date of DD/PO/BC:	
d.	Amount:	
e.	Payable at:	
f.	In favor of:	
3.	Bank Account Details to which EMD amount should be returned: -	
a.	Bank & Branch Name:	
b.	Bank A/c. No:	
c.	IFSC Code:	

We have received copies of the Terms & Conditions of the Closed Bid Process and shall abide by them.

I/We have also carried out my/our own due diligence with regards to the matter of the purchase of the secured assets. In case any information is found to be incorrect/incomplete, I shall not hold the Authorized Officer or the secured

lender responsible for the same and shall not have any claim whatsoever against either of them.

Date & Place:

Name & Signature of the Bidder:

Annexure-10

TECHNICAL BID - DECLARATIONS by the Bidder(s)

Date:

To:

General Manager & Head

(FM, COA, SEC, RDP & PD)

Bank of Baroda, Baroda Corporate Centre,

BKC, Bandra East, Mumbai - 400 051

Dear Sir / Madam,

1. I /We have studied and understood them and confirm my/our agreement to them read the entire terms and conditions of the sale and have understood them fully. I/We hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Closed Bid Process.
2. I/We declare that the EMD and other deposit towards the purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief.
3. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorized Officer and that the Authorized Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the Authorized Officer in his sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of Sale. I/We also agree that if my/our bid for purchase of the asset/s is accepted by the Authorized Officer and thereafter if I/We fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Authorized Officer. I/We also agree that in the eventuality of forfeiture of the amount by the Authorized Officer, the defaulting bidder shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.
5. I/We also understand that the EMD of all officer/bidders shall be retained by the Bank and returned only after the successful conclusion of the sale of the Assets. I/we state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.

**NOTICE INVITING TENDER
FOR SALE OF DENAWADI, CHARNI ROAD, MUMBAI**

6. The decision taken by the Authorized Officer in all respects shall be binding on me/us.
7. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.

Name of the Bidder(s):	
Address of the Bidder(s):	
E-mail ID:	
Signature:	

Annexure- 11
COMMERCIAL BID

Name of the Tender: - Disposal Of Denawadi Property On “As Is Where Is & As is what is Basis”

Name of the Bidder:-

(To Be same as the name in which the Sale Agreement will be registered)

Current Registered Address of the Bidder:

(Please provide an address that matches with KYC Documents submitted with the Technical Bid)

To arrive at the final calculation of the bid, please refer to **(Sr.no 4). Special Contract of Conditions** of the tender proposal.

We undertake to have read & understood all the terms of the Tender Documents and accordingly offer the following price:-

Component	Particulars	Reserve Price	Offered Value in INR in Figures	Offered Value in INR in Words
A	Upfront Monetary Component Offered to Bank	INR 45,00,00,000/-		
B	Residential Space offered to Bank post Completion of the Redevelopment project or Corresponding Monetary Value (Reserve Value – 12000 Sq. Ft.)	Carpet Area of 12,000 Sq Ft Calculated at INR 40,000/- psf		
C	Commercial Space offered to Bank post Completion of the Redevelopment project or Corresponding Monetary Value (Reserve Value – 1800 Sq. Ft.)	Carpet Area of 1,800 Sq Ft Calculated at INR 50,000/- psf		

- To arrive at H-1 value & for calculation purpose, Component B shall be multiplied by Rs.40,000/- per square feet & Component C shall be multiplied by Rs.50,000/- per square feet.
- I/We hereby undertake, that failing to quote below the reserve price under component A; we shall be disqualified & our bid shall not be evaluated further.
- I/We hereby undertake, that failing to quote below the reserve value under component B and/or C or not offering any residential and/or commercial carpet area; we shall be disqualified.
- I/We hereby undertake that, despite not quoting any value or quoting below reserve values in Component B &/or C, to keep us in contention, we agree to offer Rs.34 Crores (B) and/or Rs.6.5 Crores (C) (calculated as NPV @9% against the minimum carpet area asked) for Component B & C respectively as upfront Cash to the Bank, in addition to our already offered value against Component A.

**NOTICE INVITING TENDER
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5. Accordingly, our revised Component A shall be = Crores (Remain unchanged for the bidders who have quoted above the minimum reserve value against Component B & C).
6. I/We hereby undertake, that failing to quote in component B & C or not undertaking to add to cash upfront i.e. Component A as per point no. 4 above, we shall be disqualified.
7. I/We full understand that, Bank of Baroda reserves the right to accept or reject any or all bids received without assigning any reason thereof and the Bank's decision in this regard will be final. No contractual obligation whatsoever shall arise from the RFP process.
8. Any bid below the indicated Reserve Price across all three components will be rejected.
9. Bid Price must be Net Value Realizable to the Bank, excluding Stamp Duty, Registration Charges & all other government charges.
10. The total sale offering is subject to the terms of the agreement and your acceptance of the bank's terms for sale

Name & Signature of the Bidder(s)

Date:

Place:

Annexure -12

Details/ experience to be carried out for the development/ redevelopment of similar project since last 5 year

Particulars	Project 1	Project2	Project 3
Name of the project			
Residential / Commercial			
Units / Floors (in sq.ft)			
Rehabilitated / Development			
Date of commencement of the project			
Date of completion of the Project			
RERA No (If Applicable):			