



IDBI Bank Limited
IDBI TOWER, WTC COMPLEX, CUFFE PARADE
MUMBAI-400005

REQUEST FOR PROPOSAL (RFP)
FOR
APPOINTMENT OF ADVISOR FOR SALE OF BANK'S OWNED
PLOT OF LAND AT JAYPEE GREENS SPORT CITY EAST,
SECTOR-19 AND SECTOR 22-A, YAMUNA EXPRESSWAY
INDUSTRIAL DEVELOPMENT AUTHORITY (YEIDA), DISTT:
GAUTAM BUDDHA NAGAR, UTTAR PRADESH

Ref. No.: IDBI Bank/NMG/Land/FY23-24/719

Dated: December 05, 2023

Last Date of submission of Bids: 1700 hours on December 20, 2023

Technical Bid Opening Date: 1100 hours on December 21, 2023

IDBI BANK LIMITED,
IDBI TOWER, WTC COMPLEX,
CUFFE PARADE,
MUMBAI-400005

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1. Disclaimer

The information contained in this Request for Proposal ("RFP") document or information provided subsequently whether verbally or in documentary form, by IDBI Bank Limited (**"IDBI Bank"/the"Bank"**) is provided to the applicants on the terms and conditions set out in this RFP document and all other terms and conditions, subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by IDBI Bank. This RFP is to invite proposals from applicants who are qualified to submit the bids (**"Bidder/(s)"**). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of their proposals (**"Bids"**). This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and due-diligence should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. IDBI Bank makes no representation or warranty and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. IDBI Bank do not undertake to provide any Bidder with access to any additional information or to update the information in this RFP document or to correct any inaccuracies if any therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of IDBI Bank. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by IDBI Bank.

All information about IDBI Bank and the proposed assignment furnished by the Bidder to IDBI Bank in the context of the proposed assignment is referred

to in this Bid document as “**Confidential Information**”.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

IDBI Bank reserves the right to reject any or all proposals /Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to Bidders' queries etc., if any to RFP shall be brought to the notice of all / made accessible to all prospective Bidders, through publishing on Bank's website and all such amendments shall be binding on them. Prospective Bidders shall regularly visit Bank's website **www.idbibank.in** for getting updates regarding any changes/ development in relation to this RFP.

2. Schedule of Activities

S. No.	Activities	Date
1	Issue of RFP Document	05/12/2023
2	Pre Bid Meeting	11/12/2023 at 1100 hours at Bank's Corporate Office, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005
3	Address for communication	NPA Management Department, 7 th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400005
4	Contact person for Technical Queries	Mr Rishi Gupta (9920613772)/ Mr Anchal Mehra (9412084521)
5	Venue, Time & date of submission of Bid & opening of Bid	Venue: Bank's Office at NPA Management Department, 7 th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400005 Last date of Submission of Bid: 20/12/2023 at 1700 Hrs. Opening of Technical Bid 21/12/2023 at 1100 Hrs. Opening of Financial Bid After evaluation of technical bids, date of opening of financial bids shall be communicated to the technically qualified bidders.
6	Declaration of successful bidder	Will be communicated separately by letter or at their e-mail mentioned in the Bid document.
7	Description of the Property	Land Parcel of 50.26 acres and 77.49 acres, situated at- Jaypee Greens Sport City East, Sector-19 and Sector 22-A, Yamuna Expressway Industrial Development Authority (YEIDA), Distt: Gautam Buddha Nagar, Uttar Pradesh

Note:

- i. This bid document is not transferable.
- ii. If a holiday is declared on the dates mentioned above, the bids shall be received/ opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- iii. All the bidders are advised to see amendments to RFP, if any, before submission of the bid. Bidders have to download the amendments/Addenda /Corrigenda/ Extension of Dates / Clarifications from the email sent to the individual email ids of the Bidders and submit the same with the bid. In case the Bidder does not submit the bids as per the amended RFP, if any it will be presumed that the Bidder has seen the amendments Amended RFP and bid would be evaluated accordingly. The decision of the Bank in this regard will be final.
- iv. This bid document has 38 pages.
- v. No queries will be entertained after the date and time mentioned in the table above

**REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF
ADVISOR FOR THE SALE OF BANK'S OWNED LAND PARCEL OF
50.26 ACRES AND 77.49 ACRES, SITUATED AT- JAYPEE GREENS
SPORT CITY EAST, SECTOR-19 AND SECTOR 22-A, YAMUNA
EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY (YEIDA),
DISTT: GAUTAM BUDDHA NAGAR, UTTAR PRADESH**

GENERAL TERMS AND CONDITIONS

1. Background

- 1.1. IDBI Bank Limited is a company within the meaning of Companies Act, 2013 and a **“banking company”** within the meaning of the Section 5 (c) of the Banking Regulation Act, 1949 (hereinafter referred to as **“IDBI Bank”** or the **“Bank”**).
- 1.2. IDBI Bank is notified as a Scheduled Bank by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. IDBI Bank is engaged in the banking business. IDBI Bank is having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, and Mumbai- 400005 and has pan-India presence.
- 1.3. IDBI Bank has decided to sell immovable property -Plot of Land (50.26 acres and 77.49 acres) situated at Jaypee Greens Sport City East, Sector-19 and Sector 22-A, Yamuna Expressway Industrial Development Authority (YEIDA), Distt: Gautam Buddha Nagar, Uttar Pradesh (referred to as the **“Property”**). The proposed offer for sale of Property by IDBI Bank is hereinafter referred to as the **“Transaction”**. The Property will be sold on **“as is where is and whatever there is basis and non-recourse basis”**. The Property is situated at good location and is easily accessible.

2. Definitions

In this document, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

- **“Bid”** means responses submitted by the Bidder(s), pursuant to this RFP Document comprising of the Technical Bid, Financial Bid and other requisite forms, documents, and authorizations, in accordance with the terms and conditions of this RFP Document.
- **“Bidder”** means any person/entity, who is qualified to submit Bid in accordance with requirements under RFP document.
- **“RFP document”** means this Document along with the Annexures, for **“The Appointment of ADVISOR for the Sale of bank owned Land Parcel of 50.26 Acres & 77.49 Acres, Situated At- Jaypee Greens Sport City East, Sector-19 & Sector 22-A, YEIDA, Distt: Gautam Buddha Nagar, Uttar Pradesh”**, as may be amended and modified from time to time.

3. Proposal

IDBI Bank intends to procure the services of an Advisor and appoint him for facilitating and advising the Bank on overall sale process to sell its Property at Plot of Land (50.26 acres and 77.49 acres) situated at Jaypee Greens Sport City East, Sector-

19 and Sector 22-A, YEIDA, Distt: Gautam Buddha Nagar, Uttar Pradesh. Sealed Bids are invited for the same which is to be prepared in accordance with this RFP document and it should be dropped only in the Tender box kept at Bank's office at 7th Floor, NPA Management Department, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400005 on or before 1700 hours on December 20, 2023 in a sealed cover addressed to **“The General Manager, NPA Management Department, IDBI Bank Limited, IDBI Tower (7th Floor), WTC Complex, Cuffe Parade, Mumbai - 400005.”** (Under no circumstances, application/Bid should be sent by Courier/Post or to be handed over in person).

4. Due Diligence

- 4.1.** The Bidder is expected to examine all instructions, forms, terms and conditions in this RFP. Bid shall be deemed to have been made by the Bidder after careful study and examination of this RFP document with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, due diligence, analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever felt necessary obtain independent advice.
- 4.2.** The Bid should be precise, unambiguous, complete and in the prescribed format, as per the requirement of this RFP. Failure to furnish all information required by this RFP or non-submission of a Bid in accordance with this RFP in each and every respect will be at the Bidder's risk and may result in rejection of the Bid for which IDBI Bank shall not be held liable or responsible.
- 4.3.** Any decision taken by IDBI Bank as to completeness of the Bid or rejection of any or all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be questioned or challenged by the Bidder(s).

5. Confidential Information

- 5.1.** The Bidder shall treat all documents, information, data and communication with IDBI Bank as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder shall execute a Non-Disclosure Agreement under this RFP. The Bidder shall not, without IDBI Bank's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, sample or information or data or drawings and/ or designs furnished by or on behalf of IDBI Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
- 5.2.** The Bidder shall not, without IDBI Bank prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the contract.
- 5.3.** The Bidder shall sign the Non-Disclosure Agreement as per format provided in

Annexure- VI of this RFP.

6. Cost of preparation of Bid

The Bidder shall bear all costs associated with or incidental to the preparation and submission of its Bid and IDBI Bank shall in no case be held responsible or liable for such costs, regardless of the conduct or outcome of the bid process including but not limited to cancellation/abandonment/annulment of the bidding process.

7. Clarification of Bid Documents

For any further clarifications, the Bidder may contact Shri Rishi Gupta, DGM, IDBI Bank on Tel No. 022-66552271/ 9920613772 & Shri Anchal Mehra, AGM, IDBI Bank on Tel No. 022- 66552305/ 9412084521. Further, IDBI Bank may at its sole discretion hold a pre-bid meeting on any request or queries for clarification of this RFP, from the prospective Bidders, which it receives not later than 1500 Hrs on December 08, 2023. Queries may be sent on the e-mail id **rishi.gupta@idbi.co.in** and **anchal.mehra@idbi.co.in** on or before 03:00 pm of December 08, 2023. A pre-Bid meeting is scheduled on December 11, 2023 at 11:00 am at Bank's Corporate Office, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400005 to enable the Bidders to understand the scope of work and services to be provided. Queries received through email will only be discussed/answered/recorded at the time of Pre- Bid meeting.

8. Amendment of Bid Document/RFP Document

- 8.1.** IDBI Bank reserves the sole right to amend/modify the RFP Document and/or to include any addendum to this RFP. The Bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid.
- 8.2.** At any time before the deadline for submission of Bids, IDBI Bank may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP and all such modifications shall be binding on the Bidders.
- 8.3.** The corrigenda, addendums, amendments, time-extensions, clarifications, response to Bidders' queries etc. made to this RFP shall be brought to the notice of all / made accessible to all prospective Bidders, through publishing on Bank's website and all such amendments shall be binding on them.
- 8.4.** If required, in order to allow prospective Bidders reasonable time, in which, to take the amendment/addendum into account in preparing their Bids, IDBI Bank at its sole discretion reserves the right (but shall not be bound) to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on IDBI Bank for the same. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidder(s) and shall not be questioned and/ or challenged by the Bidder(s).

9. Terms and Conditions

9.1. General:

The Bid shall be in the prescribed format and shall be in **English language** only. All correspondence and documents relating to the Bid exchanged by the Bidder and IDBI Bank shall be preferably in **English language**.

9.2. Technical Criteria For Selection:

The Bidders submitting the Bids (as detailed herein) shall meet the following criteria:-

- (i) The Bidder shall be any proprietorship firm, partnership firms, Limited Liability Partnership, any State Government/Central Government/Public Sector Undertakings, Public Companies and Private Companies, Statutory Corporation, formed and registered under Indian applicable laws.
- (ii) The Bidder shall be in the business of advising and facilitating the purchase/sale of real estate for at least 5 (five) years as on March 31, 2023. (Documentary evidence to be submitted with Technical bid).
- (iii) The Bidder should have undertaken real estate assignments aggregating to Rs. 500 Crore in aggregate in any 3 of last 7 years.(Documentary evidence to be submitted with Technical bid)
- (iv) The Bidder should have their main or branch office in Delhi or National Capital Region (NCR). (Documentary evidence to be submitted with Technical bid).
- (v) The Bidder must have successfully executed at least 3 Real Estate transactions exceeding Rs. 100 Cr each in last 5 (five) years as on March 31, 2023. (Documentary evidence to be submitted with Technical bid)
- (vi) The Bidder must have at least one client from any of the Public Sector Banks, Private Sector Banks, Financial Institutions, Public Sector Undertaking, Government/Semi Government Agencies/ Institutions or Large Corporate (having minimum turnover of Rs. 500 Cr). Bidder must have executed / undertaken at least one Real Estate transaction exceeding Rs. 50 Cr for any of the above entities during the last 5 (five) years ending March 31, 2023. (Documentary evidence to be submitted with Technical bid).
- (vii) Declaration on letter head of the Bidder(s) that its contract in the past was not terminated during the contract period due to unsatisfactory performance, nor did it refuse to undertake any assignment for IDBI Bank after the contract was awarded by IDBI Bank in the past.
- (viii) Declaration on letter head of the Bidder(s) that they have not been put in the negative list by any Public Sector Bank/Financial Institutions/ Public Sector Units/Govt. organization, for breach of applicable Laws or violation of any Regulatory prescriptions or breach of agreement.
- (ix) Declaration on letter head of the Bidder(s) that the Bidder has a clean track record and they didn't have any involvement in illegal activities or financial frauds.
- (x) Declaration on letter head of the Bidder that the Bidder has not been disqualified by RBI/IBA/RERA/CVC or any other statutory authority or

Public/Private Sector Bank including IDBI Bank with regard to any irregularities or otherwise reported in various newspaper/media or otherwise including any other financial dealings or consultancy/Advisory services with various Banks/FIs/Life Insurance Corporation of India/other insurance companies and its subsidiaries/any other agencies, during the last 3 (three) years ending March 31, 2023.

- (xi) Declaration on letterhead of the Bidder(s) that the Bidder confirm and undertake that no action has been initiated against it by any other Government, Statutory/Regulatory Authority or Judicial authority with regard to any violation of law or other financial irregularities. In case of non-compliance specific details need to be disclosed. Bank will evaluate and may accept or reject the bid at its sole discretion.
- (xii) The Bidder should give a certificate as part of the Bid/proposal. An indicative format of the Certificate, which may be suitably modified by the bidder, is given below;

"We certify that there has been no conviction by a court of law or indictment/ adverse order in any jurisdiction by any Statutory or Regulatory Authority or body for any offence or wrong doing against us or any associate/ affiliate/sister concern (s) or the CEO, Directors during last 5 years ending March 31, 2023.

We undertake and certify that while working for IDBI Bank in relation to the proposed advisory assignment, the Bidder shall not enter into any such agreement(s) with any party/prospective buyer, directly or indirectly by itself or through its subsidiary or in any way, which may be detrimental to the interest of IDBI Bank in sale of the Property (such as insider trading / commission agreement(s) which conflict with other assignments undertaken or to be undertaken by us). We further certify that we shall not share any Confidential Information with other assignment teams working for other clients or any other staff member, who may be in conflict with the assignment entrusted by the Bank."If any information provided by any Bidder is found and/or proved to be incorrect or misleading, such bid shall be summarily rejected/ disqualified. Such Bidder may also be not considered for future assignments/services with IDBI Bank."

9.3 Scope Of Work (Sow) In Brief:

The Scope of Work for Advisor comprises of advising towards potential sale of Property, identification of prospective buyers, site inspections, coordination with legal counsels appointed by the Bank, methodology of transactions, preparation and invitation of Request for Proposal (RFP) from prospective buyers, finalization of deal and realization of accepted bid amount, complete documentation up to final handing over of the premises to the bidder. The Advisor shall provide the services in phases as under with required team structure at site and in the market till the realization of transaction and conclusion of the deal.

(i) Planning & Research

- Issue of Advertisement - Design Inputs - plans, layouts;
- Publicity of advertisement and sending advertisement to different Government institutes and uploading the same on Government portals in co-ordination with IDBI Bank;
- Market Intelligence Demand/Supply Analysis Competition mapping;
- Pricing strategy;
- Collate and review ownership documents & other issues relating to the Property;
- Inspection of Property, marketability, access etc.;
- Analyze potential sectors & companies;
- Saleability options;
- Vet the valuation carried out by the valuers and make recommendations for determination or fixation of the Reserve Price;
- Giving general financial or other advice to facilitate the transaction.

(ii) Marketing Management

- Market analysis & marketing plan;
- Identify prospective clients;
- Contact Key prospective clients, calls, mailings, etc.;
- Advertise & promotion;
- Show Property to prospective clients, respond/address their queries;
- Pitch to clients - explain technicalities, procedures etc.;
- Provide marketing material

(iii) Transaction Management

- Arrange for inspection;
- Guidance on the modalities of transfer;
- Review the adequacy of the existing approvals/authorizations & consents and advise on the need for further approvals /authorizations and consents, if any, required (statutory, regulatory or corporate) relating to the proposed deal/transaction in consultation with the appointed legal counsel/firm by the bank;
- Suggestion on the Bid document/Expression of Interest (including terms and timelines) for inviting the bidders/interested parties for sale of property;
- Generally assist in invitation and evaluation of bids, shortlisting of bidders, providing clarifications to the bidders/interested parties (both during pre-bid & post-bid), assist in the negotiations with the bidders/interested parties, facilitate deal closure;
- Bid Management process should be transparent and should be in compliance with the CVC guidelines (Preparation of RFP

documents, Accepting offers from interested parties, Evaluation, Award, etc.);

- Set Reserve prices in consultation with IDBI Bank;
- Conducting sale process for disposal of Property;
- Analysis of offers;
- Assist Legal Advisor and other consultants viz Tax consultants, etc. regarding entire Documentation post sale/award for consummation of Transaction in consultation with IDBI Bank;
- Assist in due diligence of the successful Bidder;
- Assist Legal Advisor for preparation of documents, liasioning & coordination with local and other statutory bodies, for registration requirements;
- Managing the entire process of sale of plot of land (***50.26 acres and 77.49 acres***) situated at Jaypee Greens Sport City East, Sector-19 and Sector 22-A, YEIDA, Distt: Gautam Buddha Nagar, Uttar Pradesh effectively in compliance with the applicable laws;
- To indicate the breakup of activities and time Schedule for completion of Transaction;
- Assist Legal Advisor in the completion of post divestment compliances & formalities, if any.

The Scope of Work stated above is only indicative and non-restrictive in nature. There may be some services relevant for successful completion of the Transaction but not expressly captured in the aforesaid Scope of Work, which upon being brought to the notice of the consultant by IDBI Bank will also form part of Scope of Work.

Please note:

- The Bidder is required to sign Integrity Pact on Non Judicial stamp paper of Rs. 500/- with IDBI Bank, in the format enclosed as **Annexure V** & to be submitted along with technical bid.
- The Bidder is also required to submit a Non-Disclosure Agreement on Non Judicial stamp paper of Rs. 100/- in the format enclosed as **Annexure VI** & to be submitted along with technical bid.
- On award of work, the successful Bidder shall submit guidelines/methodology and will be required to give presentations at their cost in Mumbai with concepts and schemes for successful consummation of the Transaction.
- Presentation, when called for, should include the following:
 - Basic/general review of the Bank's property after carrying out the inspection of the premises.
 - Strength, Weakness, Opportunities & Threat (SWOT) analysis
 - Processes involved in market research, strategies, media publicity etc.
 - Suggestions for target market & tentative location plans of likely licensees with alternate plans
 - Submission of details for absorption-supply, stock-vacancy & recent transactions in the vicinity during the last two FYs.

- To bring out the commercial limitations, local Bye-laws & development rules limitations & infrastructural limitations.
- Providing recommendations that are practical able to be implemented in the current as well forecast business scenarios.
- Implementation of time frame that best meets IDBI Bank's needs
- Finalization of Terms and Conditions of sale of Bank's Property.
- Assist in signing of MOU & execution and registration of Property with the prospective buyers.
- All above documents shall be the property of IDBI Bank Limited & will not be returned to the Bidder in any case.
- The Bidder fulfilling the above eligibility criteria will be selected for opening of their price bid.
- Any information provided by the Bank to enable the Bidder to submit the Bid and presentation as mentioned above should not be disclosed to any other agency or published in whatsoever manner without permission of IDBI Bank.
- IDBI Bank reserves its right to accept or reject any application or retender/cancel RFP without assigning any reason for doing so & does not bind itself to accept or reject any application. The decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidders and shall not be questioned and challenged by the Bidders.

9.4 Mode of Submission of RFP Document:-

- (i) Bids shall be submitted in 2 (Two) envelopes
 - **Envelope 1(Technical Bid)** containing RFP document signed on each page as a token of acceptance of terms and conditions of RFP document along with **Annexure-I to Annexure-VII** and all the declarations on the letter head of Bidder and other documents as indicated in the Technical Criteria for selection.
 - **Envelope 2 (Financial Bid/Price Bid)** shall contain only the price bid (**Annexure VIII**). The Bidders are required to provide their fee quote (in a sealed envelope), an all- inclusive lump sum fee in INR (**the “Success Fee”**) to be received. The Success Fee shall only be payable upon successful completion of the Scope of Work (as mentioned in clause no. 9.3). The above fee shall be inclusive of all travel related and other out of pocket expenses including those related to due diligence, all applicable taxes, cess, duties, etc. except GST which shall be paid extra as mentioned in the price bid. The fee quoted should be restricted up to two decimal points.
- (ii) Both the envelopes should be super scribed on top as **Envelope 1 (Technical Bid)** and **Envelope 2 (Financial Bid / Price Bid)**. Both the Envelope 1 and Envelope 2 should then be put in another envelope which shall be super scribed with **“Appointment of Advisor for the Sale of Bank's Owned Land Parcel of 50.26 Acres & 77.49 Acres, Situated at Jaypee Greens Sport City East, Sector-19 & Sector 22-A, YEIDA, Distt: Gautam Buddha Nagar, Uttar Pradesh”**. Sealed application in the

prescribed format super scribed with the name of work shall be **dropped only in the Tender box** kept at Bank's office at 7th Floor, NPA Management Department, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai -400005 **on or before 1700 hours on December 20, 2023** in a sealed cover addressed to **“The General Manager, NPA Management Department, IDBI Bank Limited, IDBI Tower (7th Floor), WTC Complex, Cuffe Parade, Mumbai - 400005.”** *(Under no circumstances, application should be sent by Courier/Post or to be handed over in person. In case, IDBI Bank receives the Bids in the aforesaid mode (s), the same shall be rejected forthwith, without any liability on the part of IDBI Bank).*

- (iii) Bids should be dropped in the tender box on or before the last date of Bid Submission & be addressed in the manner and form as detailed in this Document. Bids submitted by either facsimile transmission or telex or email shall not be accepted and/or entertained.
- (iv) The Bidder shall prepare the Price Bid in original as per the format provided in **Annexure VIII**. The submitted Bid should necessarily comply with the specified format. The Bid once submitted will not be returned under any circumstances whatsoever.
- (v) The Bid shall be typed or written in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- (vi) The Envelope(s) shall contain:
 - **Envelope 1** super scribed with **“Technical Bid”** for **“Sale of Bank's Owned Land Parcel of 50.26 Acres & 77.49 Acres, Situated at Jaypee Greens Sport City East, Sector-19 & Sector 22-A, YEIDA, Distt: Gautam Buddha Nagar, Uttar Pradesh.”**
 - Covering letter stating clearly the validity of the Bid, RFP document signed on each page as a token of acceptance of terms and conditions of RFP document along with **Annexure-1 to Annexure VII** and all the declarations on the letter head of Bidder and other documents as indicated in the Technical Criteria for selection.
- (vii) In case of proprietorship firm, a photocopy of their Income Tax returns (For the last financial year) along with copy of the PAN & GST duly signed by the authorized signatory.
- (viii) In case of other entities, viz., Companies/LLPs/Partnership firms/statutory corporation, etc., the certified copy of the constitutional documents, latest audited Balance Sheet and a copy of PAN/GST registration.
 - **Envelope 2** super scribed with **“Price Bid”** or **“Financial Bid”** at the top and would contain Price Bid as per format attached (**Annexure VIII**).

- Both the above mentioned Envelopes (1 & 2) to be put in a main Envelope and the main envelope shall clearly bear the following identification:
“Bid Documents for Appointment of Advisor for the Sale of Bank's Sale of Bank's Owned Plot of Land (50.26 acres & 77.49 acres) situated at Jaypee Greens Sport City East, Sector-19 & Sector 22-A, YEIDA, Distt: Gautam Buddha Nagar, Uttar Pradesh”.
- The details of the person/entity submitting the document i.e. Name, Address and Phone/Mobile Number and E-mail ID of the Bidder's authorised person shall be mentioned in the lower left corner of the main Envelope.

- (ix) Bids shall be signed by a person or persons so authorized by the Bidder. In case of a legal entity, the Bid shall be signed by the person so authorized by the legal entity with its seal duly affixed, if required as per the Aritcle of Association (AoA). The Bids must be submitted with all the pages numbered serially along with index of submission. In the event any of the instructions mentioned herein have not been adhered to, the Bid is liable to be rejected without referring for any clarifications/justification.
- (x) The Bidder should submit its profile as per **Annexure- I** of the RFP document for serving the notices, required to be served to the Bidder in connection with the Bid.
- (xi) The Bidder shall treat the details of the RFP documents, as secret and confidential.
- (xii) The Submission of the Bid means and implies that the Bidder has unconditionally and irrecoverably agreed to and accepted all the above terms and conditions of the RFP document.

9.5 Evaluation of Bids:

- (i) Bids would be opened on the date, time and address mentioned above in presence of Bidders or their authorized representatives to be present at the time of bid opening at their own expense.
- (ii) IDBI Bank will open all Technical Bids, in presence of the Bidders' authorized representative, who choose to attend the Technical Bid opening on **December 21, 2023 at 1100 Hrs** on the venue indicated at the RFP. Bidder's authorized representatives, who will be attending the same shall sign a register/attendance sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for IDBI Bank, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by IDBI Bank and informed by e-mail or fax or letter. The Bidder's names and such other details as IDBI Bank at its sole discretion may consider appropriate, will be announced at the opening of bids.
- (iii) Financial Bids/Price Bids of technically qualified Bidders only, as

decided by IDBI Bank, will be opened in presence of the Bidders and that of other Bidders who could not qualify will not be opened and will be returned to the respective Bidders.

- (iv) After opening of Bids and carrying out the evaluation of the Bids, Bank intends to declare the Successful Bidder and the same shall be notified to the Successful Bidder by a letter or by an e-mail. However, the Bank reserves the right to reject the Bid even after opening of Envelope 2 if any deviation is found in the bid document at a later stage. IDBI Bank reserves the right to select two or more Advisors. No Advisors shall have any objection to the same.
- (v) Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of the RFP document shall be liable to be rejected.
- (vi) During the evaluation of Bids, IDBI Bank may, at its discretion, ask the Bidder for a clarification of its Bids. The request for clarification and the response shall be in writing. If the response to the clarification is not received within the prescribed period (as prescribed by IDBI Bank in this regard), IDBI Bank reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.
- (vii) Bidder who offers the lowest price/financial bid (L1) would be declared as successful Bidder. In the event two or more Bids are received as the lowest bid amount (with the same amount), the concerned Bidders would be invited for *inter-se* bidding and the bidder who offers the lowest bid post *inter-se* bidding would be declared as the Successful Bidder.
- (viii) IDBI Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for IDBI Bank's action. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidders and shall not be questioned/challenged by the Bidder.
- (ix) IDBI Bank reserves the right to re-issue/split/ re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the IDBI Bank's action. Any decision of IDBI Bank in this regard shall be final, binding and conclusive on the Bidders and shall not be questioned/challenged by the Bidder.

9.6 Terms of Payment:

- (i) The Bank shall be issuing advertisement in select Newspapers & locations (to be finalised in consultation with the advisor) and the payment towards the same shall be directly made to the advertising

agency by the Bank. The Bank shall appoint at its own cost Legal counsel or any other service provider to assist transaction advisor with regard to legal, taxation or any other issue requiring expertise in relevant domain for successful completion of the Transaction. .

- (ii) The Bank is not liable to pay any amount towards advisory fee, if the Transaction does not fructify after issuance of paper advertisement or after necessary process has been followed and eventually bid is not accepted by the Bank's Competent Authority despite completion of entire tender process of finalization of buyer. However, as a token of appreciation for the efforts put in by the Bidder in marketing the Property a Lumpsum payment of Rs.1,00,000/- (Rs. One Lakh) plus GST shall be paid if the entire process is completed and buyer/buyers is/are identified and were made to submit valid/qualifying bids but eventually do not become the highest bidder in the e-auction process or the bid is not accepted by the Bank's Competent Authority. In case the prospective buyer is identified but ultimately did not participate in the e-auction process, no payment shall be admissible.
- (iii) Advisory fee/ Success fee at LI's quoted rate after adjusting for the lump sum payment of Rs. 1,00,000/- shall be payable to the Advisor if prospective buyer identified by the Advisor eventually becomes the Highest bidder (H1) in the sale process and deposits entire sale consideration with the Bank. The highest bid so obtained should also be acceptable to Bank's Board and only then the Success fees at LI's rate as mentioned above shall be applicable to be paid. 70% of the Success fee shall be payable upon issuance of offer letter to the H1 bidder and receipt of 100% of the bid amount by the Bank. Balance 30% of the fee shall be payable on conclusion of transaction including handing over of possession of the property to the prospective buyer with necessary documentation, execution of sale deed/conveyance deed, registration etc. and full and final settlement of the deal.
- (iv) The Bank shall not pay any out of pocket expenses to the Advisor other than quoted Success fee pertaining to the transaction.
- (v) The Bank proposes paying incentive to the Advisor if its prospective buyer becomes the highest bidder (H 1) and has quoted more than the reserve price fixed by the Bank. The incentive shall be payable @ 1% on the quoted price in excess of the reserve price fixed by the Bank [For Example: Considering the reserve price fixed by the Bank to be Rs. 1 lakh, if the H1 buyer has quoted Rs. 1.5 lakh, the Advisor shall be getting incentive of Rs. 500/- (1% of Rs. 50,000) over and above the quoted Success fees.].

9.7 Timelines for completion of Assignment: The assignment is to be completed within 90 (Ninety) days from the date of acceptance of the assignment by the successful Bidder. However, timelines can be extended on a mutual consent. Time is the essence of this Transaction.

9.8 Period of Validity Of Bids:

(i) Bids shall remain valid for 90 (Ninety) days from the date of the Bid opening prescribed by IDBI Bank (Bid Validity Period). IDBI Bank holds the right to reject a Bid valid for a period shorter than the Bid Validity Period as non-responsive, without any correspondence. Any decision taken by IDBI Bank in this regard shall be final, conclusive and binding on the Bidders and shall not be questioned/challenged by the Bidders. In exceptional circumstances, IDBI Bank may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the response thereto, shall be made in writing. Extension of Bid Validity Period by the Bidder should be unconditional and irrevocable.

9.9 Notwithstanding anything contained in the RFP document, any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders and shall not be questioned/challenged by the Bidders/Successful Bidder. The Bank has appointed Dr. Ravindra Kumar Srivastava, IAS (Retd.) and Shri Prem Chand Pankaj Ex CMD, NEEPCO as Independent External Monitor (IEM). The Bidder having grievance, if any, in the tendering process may approach the IEM for redressal of their complaints.

9.10 The Bidder shall unconditionally and irrevocably, (jointly and severally in case of partnership concern) indemnify IDBI Bank against any claims, losses, costs, actions, suits, damages and or otherwise arising due to or on account of Bidder's violation of any terms and conditions of this bid/RFP, violation of trademarks, patents, copyrights and licenses or any law, act and/ or rules/regulations including customs, foreign exchange etc. and shall always keep the IDBI Bank, its affiliates, subsidiaries, successors, assigns, officers, directors and employees, indemnified at all times, from and against all claims, losses, damages, costs, actions, suits, compensation or expenses or otherwise, if any, that the IDBI Bank may incur by reason of any action, proceedings which may be brought by or taken against the IDBI Bank.

9.11 All matters relating to the appointment of Advisor by IDBI Bank and the bidding procedure shall be governed by the laws of India. Only Courts at **Mumbai** (with exclusion of all other Courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise. Bidders are requested to adhere to laws/guidelines applicable to this sale process/sale transaction.

9.12 The Bidder should submit a Power of Attorney (POA) acceptable to Bank authorizing the signatory of the Bidder to sign and submit the Bid. Indicative format enclosed in **Annexure - IV**

9.13 The Bidder submitting the Bid should be qualified to Bid under applicable laws/regulations & guidelines of statutory/regulatory/governmental authorities. The Bidder should have all requisite statutory, regulatory approvals and corporate authorisations to submit its Bid.

9.14 If any information provided by any Bidder is found and/or proved to be incorrect or misleading, such Bid shall be rejected/disqualified.

ANNEXURE-I

**REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF
ADVISOR FOR THE SALE OF BANK'S OWNED PLOT OF LAND AT
JAYPEE GREENS SPORT CITY EAST, SECTOR-19 AND SECTOR 22-A,
YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY
(YEIDA), DISTT: GAUTAM BUDDHA NAGAR, UTTAR PRADESH**

Sl. No.	Details	
1	Name & Address of the firm	
2	PAN No. /GST Regd. No.	
3	Type of organisation & year of incorporation	
4	Correspondence address with contact person's name, telephone number, mobile number, Fax No., E-mail etc.	
5	Turnover of the company. Please provide the details for the last 3 years. (ending March 31, 2023)	2020-21 2021-22 2022-23
6	Number of similar works, carried out during the last 5 years ending March 31, 2023. (details as per Annexure-II)	
7	Whether Annexure-I & Annexure-II filled up with full particulars	Yes/No
8	Other information's applicant might like to give in support of the application	

Date:

Signature of the authorized person & company seal

ANNEXURE-II

**REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF
ADVISOR FOR THE SALE OF BANK'S OWNED PLOT OF LAND AT
JAYPEE GREENS SPORT CITY EAST, SECTOR-19 AND SECTOR 22-A,
YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY
(YEIDA), DISTT: GAUTAM BUDDHA NAGAR, UTTAR PRADESH**

**LIST OF SIMILAR WORKS UNDERTAKEN/COMPLETED DURING
LAST 5 YEARS ENDING ON MARCH 31, 2023**

Sl. No.	Client Name	Work order Ref. No. & date	Details of Property sold and its locations etc.	Remarks

Note: Kindly provide copies of the work order, details of property sold for the above mentioned transactions.

Date:

Signature of the authorized person & company seal

ANNEXURE-III

Letter of Bid and Intent

**(On the letter head of the Bidder including full postal address, telephone No.,
Fax No. and E-mail ID) (as applicable)**

To

Date:

The General Manager

NPA Management Department, 7th floor,
IDBI tower, WTC Complex, Cuffe Parade, Mumbai-400005

**Subject: Appointment of ADVISOR for the Sale of Bank's Owned Plot of Land
at Plot of Land (50.26 acres and 77.49 acres) situated at Jaypee Greens Sport
City East, Sector-19 and Sector 22-A, Yamuna Expressway Industrial
Development Authority (YEIDA), Distt: Gautam Buddha Nagar, Uttar Pradesh**

Sir,

1. I/We refer to your communication dated.....inviting bids for "Appointment of ADVISOR for Sale of IDBI bank's Immovable Property at Jaypee Greens Sport City East, Sector-19 and Sector 22-A, Yamuna Expressway Industrial Development Authority (YEIDA), Distt: Gautam Buddha Nagar, Uttar Pradesh
2. I/We have read and fully understood the terms and conditions of the RFP document and offer our bid for the "Appointment of ADVISOR for the Sale of Bank's Owned Plot of Land at Plot of Land (50.26 acres and 77.49 acres) situated at Jaypee Greens Sport City East, Sector-19 and Sector 22-A, Yamuna Expressway Industrial Development Authority (YEIDA), Distt: Gautam Buddha Nagar, Uttar Pradesh" strictly in conformity with the said terms and conditions of this RFP Document.
3. I/We shall enter into an Agreement with you in the form and manner satisfactory to you containing the usual provisions and detailing the terms and conditions of the proposed appointment of Advisor by you.
4. We understand that if our Bid is accepted, we shall be jointly and severally responsible for the due observance and performance of the terms and conditions of the RFP document.
5. We understand that you are not bound to accept the lowest or any Bid you may receive. Further, we will not object in case IDBI Bank Limited goes for re-tendering.
6. I/ We have read and understood the contents of RFP document and the advertisement and wish to participate in the above RFP process and for this purpose:
 - i) I/We propose to submit my/our bid [for and on behalf of (Insert Company Name)].
 - ii) I/we confirm that we satisfy the eligibility criteria set out in the relevant

sections of the RFP document as well as all such other relevant laws and regulations as applicable to us.

iii) The Bid documents as per the formats, indicated hereinafter duly signed by us, which satisfy the eligibility criteria, are enclosed.

iv) The Technical Bid comprises the following:

- a) Duly Signed RFP (by an authorized representative of the Bidder)
- b) Certified copy of the constitutional documents of Bidder
- c) Duly stamped and executed Power of Attorney
- d) Self-Certified Audited balance sheet for the last 3 (three) FYs i.e. -21, 2021-22 and 2022-23, copy of PAN/GST registration.
- e) Duly filled & signed **Annexure-I to Annexure VII (Envelope 1) and Annexure VIII (Envelope 2)**
- f) Declaration on the letter head of Bidder for all details as mentioned in the Technical Criteria for selection on page no 9 & 10; 35, 36 & 37.
- g) Other documents as indicated in the Technical Criteria for selection on page no 9 & 10; 35, 36 & 37.

7. I/We further undertake to provide additional information, if any, sought by IDBI Bank. The Bank and its authorized representatives may contact the following person for any further information:-

Name of the Person:	Mr Rishi Gupta / Mr Anchal Mehra
Address:	NPA Management Department, 7 th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400005
Mobile/Phone No.:	022-66552271/ 9920613772 and 022- 66552305/ 9412084521
Fax No.:	
E-mail:	<u>rishi.gupta@idbi.co.in</u> and <u>anchal.mehra@idbi.co.in</u>

8. I/We agree that the Bank is authorized to conduct any inquiries/investigations to verify the statement, documents and information submitted in connection with the Bid.

9. This Bid is made with full understanding that:

- a) Bank reserves the right to reject or accept any Bid, modify/Split/cancel the bidding process, and/or reject all or any of the Bids.
- b) Bank shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

10. I/We, declare that the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every

aspect.

11. I/We have read the terms and conditions of the RFP document and I/We am/are willing to abide by them unconditionally.

Name.....

For and on behalf of

.....

(Name of Bidder)

Enclosure:-

Envelope 1:

- a) Duly Signed RFP (by an authorized representative of the Bidder
- b) Certified copy of the constitutional documents of Bidder
- c) Duly stamped and executed power of Attorney
- d) Self-Certified Audited balance sheet for the last 3 (three) FYs i.e. 20-21, 21-22 & 22-23, copy of PAN/GST registration;
- e) Duly filled & signed Annexure-I to Annexure- VII
- f) Declaration on the letter head of Bidder for all details as mentioned in the Technical Criteria for selection on page no 9 & 10; 35, 36 & 37
- g) Other documents as indicated in the Technical Criteria for selection on page no 9 & 10; 35, 36 & 37

Envelope 2:

- a) Annexure VIII

Annexure-IV

INDICATIVE FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

(On a Stamp Paper of relevant value as applicable at place of execution)

POWER OF ATTORNEY

Know all men by these presents, we.....(name of address of the registered office) do hereby irrevocably constitute, appoint and authorize Mr./Ms.....(name and address of residence) who is presently employed with us and holding the position of..... a sole lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for Appointment of Advisor for the Sale of Bank's Owned Plot of Land (50.26 acres and 77.49 acres) situated at Jaypee Greens Sport City East, Sector-19 and Sector 22-A, Yamuna Expressway Industrial Development Authority (YEIDA), Distt: Gautam Buddha Nagar, Uttar Pradesh owned by IDBI Bank Limited, including, signing and submission of all Documents and providing information / responses to IDBI Bank Limited, representing us in all matters before IDBI Bank Limited, and generally dealing with IDBI Bank Limited in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by u s .

I Accept

..... (Signature)

(Name Title and Address of the Attorney)

(Signature)

(Name, Title and Address)

ANNEXURE V
PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the “**Integrity Pact**”) is made on [●] day of the month of [●] 2023, between, IDBI Bank Ltd., a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its [●] Department/ Office at [●] (hereinafter called the “**PRINCIPAL**”, which expression shall mean and include, unless the context otherwise requires, its successors) *of the First Part* and M/s.....represented by Smt./ Shri [●] MD/CEO/CMD (hereinafter called the “**BIDDER**” which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) *of the Second Part*.

WHEREAS the PRINCIPAL/IDBI Bank Ltd. /Bank proposes to procure [●] and BIDDER is willing to offer/has offered the same to the Principal/IDBI Bank Ltd./Bank.

WHEREAS the BIDDER is a proprietorship firm, partnership firms, Limited Liability Partnership, any State Government/Central Government/Public Sector Undertakings, Public Companies and Private Companies, Statutory Corporation, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an Office/Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Limited.

NOW, THEREFORE,

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

- Enabling the PRINCIPAL to obtain the desired service/product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. COMMITMENTS OF THE PRINCIPAL -

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward,

favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

3. COMMITMENTS OF THE BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.
- 3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.4 The BIDDER further confirms and declares to the PRINCIPAL that the

BIDDER is the original service provider in respect of service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.5 The BIDDER, at the earliest available opportunity, *i.e.* either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
- 3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.
- 3.13 The BIDDER shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS.
- 3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence

under PC/ IPC Act.

- 3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- 3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti- corruption principle.

4. PREVIOUS TRANSGRESSIONS

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise/ Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. SANCTIONS FOR VIOLATIONS

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:
 - 5.1.1 To immediately call off the pre - contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.
 - 5.1.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
 - 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 5.1.4 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.
 - 5.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - 5.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
 - 5.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - 5.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL

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

5.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

5.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6. INDEPENDENT EXTERNAL MONITORS

6.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission.

<u>Sl. No.</u>	<u>Name of IEM</u>	<u>Contact Number</u>	<u>Email Address</u>
1	Dr. Ravindra Kumar Srivastava, IAS (Retd.)	9999985440	srivastava.rks@gmail.com
2	Shri. Prem Chand Pankaj Ex. CMD, NEEPCO	9717433886	prempankaj@gmail.com

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

6.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-advisors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-advisor(s) with confidentiality.

6.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The

parties will offer to the Monitor the option to participate in such meetings.

- 6.8 The Monitor will submit a written report to the designated authority of PRINCIPAL/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. FACILITATION OF INVESTIGATION

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. LAW AND PLACE OF JURISDICTION

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

9. OTHER LEGAL ACTIONS

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

10. VALIDITY

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after 6 (Six) months from the date of the signing of the contract, with the successful Bidder by the PRINCIPAL.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The Parties hereby sign this Integrity Pact aton.....

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)

Signature
(For & on behalf of the BIDDER/Advisor)

Office Seal
Name & Designation

Office Seal
Name & Designation

Witness 1:
(Name & Address)

Witness 2:
(Name & Address).....

ANNEXURE VI

Non-Disclosure Agreement

This **Non-Disclosure Agreement** entered at.....on theday of 2023 between **IDBI Bank Limited**, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a Company within meaning of Section 2 (20) of Companies Act, 2013 and a Banking Company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai-400005 (hereinafter called “the Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) **of ONE PART**
And

..... (Name a/Advisor) of..... (Please specify the registered office of the *Advisor*) (Hereinafter called “**the Advisor**” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) **of the OTHER PART;**

The Bank and Advisor wherever the context so permits, shall hereinafter collectively refer to as the “**Parties**” and individually as a “**Party**”.

WHEREAS, the Bank *vide* Limited Request for Proposal/tender (RFP) bearing ref. no..... dated called for the bids for “**Appointment of Advisor for the Sale of Bank's Owned Plot of Land (50.26 acres and 77.49 acres) situated at Jaypee Greens Sport City East, Sector-19 and Sector 22-A, Yamuna Expressway Industrial Development Authority (YEIDA), Distt: Gautam Buddha Nagar, Uttar Pradesh**”, more particularly defined the Contract (“**the Services**”) to it. The Advisor after going through the request and being interested to perform the Services forwarded its quote.

WHEREAS, the Advisor has represented that it is engaged in the business of advising and facilitating the purchase/sale of Real Estate and has all the requisite skills, expertise manpower, experience and necessary facilitates for providing/rendering/delivering the Services to IDBI Bank.

WHEREAS, the Bank based upon the representation and warranties made by the Advisor has entered into a Contract dated (**the “Contract”**) for advising and facilitating the purchase/sale of Real Estate more particularly mentioned in the Contract by the Advisor.

WHEREAS, the Advisor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents/ the Contract and thereafter regarding the Services as furnished by the Advisor in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank.

NOW THEREFORE, in consideration of the foregoing, the Advisor

agrees to all of the following conditions, for Bank, to grant the Advisor specific access to Bank's property/information and other data.

In connection with this Agreement,

“Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Bank including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information of Bank whether disclosed to the Advisor in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information. It is hereby agreed as under:

- (a) The Advisor agree that they shall hold in trust any Confidential Information received by the Bank, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Advisor also agree and undertake to:
 - (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a “need to know” basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause;
 - (iv) treat Confidential Information as confidential for a period of Five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Advisor hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- (b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (Thirty) days of such disclosure. Confidential Information does not include information which:
 - (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) is independently developed by the recipient without breach of this Contract;

- (iii) is the public domain;
- (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
- (v) is released from confidentiality with the prior written consent of the other party. The recipient shall have the burden of proving herein above are applicable to the information in the possession of the recipient.
- (c) Notwithstanding the foregoing, the Advisor acknowledges that the nature of the Services to be performed under this Contract may require the Advisor's personnel to be present on premises of Bank or may require the Advisor's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for the Bank to monitor all information made available to the Advisor's personnel under such circumstances and to provide notice to the Advisor's of the confidentiality of all such information. Therefore, the Advisor agrees and undertakes that any technical or business or other information of the Bank that the Advisor's personnel, or agents acquire while on the Bank premises, or through access to the Bank computer systems or databases while on or off the Bank premises, shall be deemed Confidential Information.
- (d) Confidential Information shall at all times remain the sole and exclusive property of the Bank. Upon termination of this Contract, Confidential Information shall be returned to the Bank or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Bank. Nothing contained herein shall in any manner impair or affect rights of the Bank in respect of the Confidential Information.
- (e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. The Advisor shall not disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the Bank. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- (f) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within Ten (10) days of receipt of the Notice. The matter will be referred for negotiation between delegated committee of the Bank and the authorized signatories to the Contract of the Advisor. The matter shall then be resolved by them and the agreed course of action documented within a further period of Thirty (30) days. In any case dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either Party to arbitration within 60 (Sixty) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of

Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. A Sole Arbitrator shall be appointed by IDBI Bank and decision of such Sole Arbitrator shall be binding on the Parties. The Arbitration proceedings shall be conducted in English language. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

(g) The provisions hereunder shall survive termination of the Contract.

Sign

Name of the signatory Designation

Company Seal

Place:

Date:

Accepted-
For IDBI Bank

ELIGIBILITY CRITERIA (Annexure VII)

(To be submitted on the Company's Letter Head)

Reference: RFP to appoint Advisor for the sale of Bank's Owned Plot of Land at Noida

(REF No: IDBI Bank/NMG/Land/FY23-24/719)

Sr No	Minimum Eligibility Criteria	Supporting Documents	Compliance (Yes/No)
1	The Bidder shall be any proprietorship firm, partnership firms, Limited Liability Partnership, any State Government /Central Government/Public Sector Undertakings, Public Companies and Private Companies, Statutory Corporation, formed and registered under applicable laws	Self-attested copies of certification of incorporation issued by Registrar of company / firm, PAN and latest Balance Sheet. Bidder should submit GSTIN.	
2	The Bidder shall be in the business of advising and facilitating the purchase/sale of real estate for at least 5 (five) years as on March 31, 2023	Self-attested Certificate of incorporation / registered agreement for the firm	
3	The Bidder should also have their office in Delhi or National Capital Region (NCR).	Electricity Bill /Telephone Bill or any other documentary evidence acceptable to Bank.	
4	The Bidder should have completed real estate assignment aggregating to Rs. 500 Crore in aggregate in any 3 of last 7 years	Bidder to submit engagement letter or completion letter certifying value of transaction executed or any other documentary evidence acceptable to Bank.	
5	The Bidder must have successfully executed at least one Real Estate transaction for their client during the last 5 (five) years as on March 31, 2023 for minimum value of Rs. 50 Crore	Same as above	
6	The Bidder must have at least one client from any of the Public Sector Banks, Private Sector Banks, Financial Institutions, Public Sector Undertaking,	Same as above	

RFP for Appointment of Advisor for the Sale of Bank's Owned Plot of Land

	Government/Semi Government Agencies/ Institutions or Large Corporate (having minimum turnover of Rs. 500 Cr). Bidder must have executed / undertaken at least one Real Estate transaction exceeding Rs. 50 Cr for any of the above entities m during the last 5 (five) years ending March 31, 2023.		
7	Declaration that the Bidder(s) that its contract in the past was not terminated during the contract period due to unsatisfactory performance, nor did it refuse to undertake any assignment for IDBI Bank after the contract was awarded by IDBI Bank in the past	Self-Declaration on Letter Head	
8	Declaration on letter head of the Bidder(s) that they have not been put in the negative list by any Public Sector Bank/ Govt. organization, for breach of applicable Laws or violation of regulatory prescriptions or breach of agreement	Self-Declaration on Letter Head	
9	Declaration on letter head of the Bidder(s) that the Bidder has a clean track record and they didn't have any involvement in illegal activities or financial frauds. RFP document without declaration will not be considered and will be rejected forthwith	Self-Declaration on Letter Head	
10	Declaration on letter head of the Bidder(s) that the Bidder have not been disqualified by RBI/IBA/RERA/CVC or any other statutory authority or Public Sector Bank including IDBI Bank with regard to any irregularities or otherwise reported in various newspaper/media or otherwise including any other financial dealings or consultancy/Advisory services with various Banks/FIs/Life Insurance Corporation of India/ other insurance companies and its subsidiaries/any other agencies, during the last 3 (three) years ending March 31, 2023.	Self-Declaration on Letter Head	
11	Declaration on letterhead of the Bidder(s) that the Bidder confirm and undertake that no action has been	Self-Declaration on Letter Head	

	initiated against it by any other Government, Statutory/regulatory authority or Judicial authority with regard to any violation of law or other financial irregularities. In case of non-compliance specific details need to be disclosed. Bank will evaluate and may accept or reject the bid at its sole discretion		
12	<p>The Bidder should give a certificate as part of the Bid/proposal. An indicative format of the Certificate, which may be suitably modified by the bidder, is given below;</p> <p>"We certify that there has been no conviction by a court of law or indictment/ adverse order in any jurisdiction by any Statutory or Regulatory Authority or body for any offence or wrong doing against us or any associate/ affiliate/sister concern (s) or the CEO, Directors during last 5 years ending March 31, 2023.</p> <p>We undertake and certify that while working for IDBI Bank in relation to the proposed advisory assignment, the Bidder shall not enter into any such agreement(s) with any party/prospective buyer, directly or indirectly by itself or through its subsidiary or in any way, which may be detrimental to the interest of IDBI Bank in sale of the Property (such as insider trading / commission agreement(s) which conflict with other assignments undertaken or to be undertaken by us). We further certify that we shall not share any Confidential Information with other assignment teams working for other clients or any other staff member, who may be in conflict with the assignment entrusted by the Bank."</p>	Self-Declaration on Letter Head	

Date:

Signature

(For & on behalf of the BIDDER/Advisor)

Name & Designation & Company Seal

(To be submitted in the Envelope-2- Price Bid Cover)

Price Bid (ANNEXURE VIII)

**REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF ADVISOR
FOR THE SALE OF BANK'S OWNED PLOT OF LAND AT JAYPEE GREENS
SPORT CITY EAST, SECTOR-19 AND SECTOR 22-A, YAMUNA
EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY (YEIDA),
DISTT: GAUTAM BUDDHA NAGAR, UTTAR PRADESH**

I/We have perused the REQUEST FOR PROPOSAL (RFP) for the subject assignment and other details and am/ are willing to undertake and complete the Scope of Work as per terms and conditions stipulated in the RFP document.

Our consolidated offer, inclusive of all applicable taxes and also all incidentals, overheads, traveling expenses, printing, presentations and binding of reports, all sundries, all other expenditure for execution of the services/ assignments covering all work as mentioned in the RFP/ Terms of Reference but excluding GST which is added separately, is as follows:

S.No.	Description of Property	Success Fee payable to be quoted in lump sum and all inclusive plus GST
1	Plot of Land (50.26 acres and 77.49 acres) situated at Jaypee Greens Sport City East, Sector-19 and Sector 22-A, Yamuna Expressway Industrial Development Authority (YEIDA), Distt: Gautam Buddha Nagar, Uttar Pradesh	

This offer is valid for a period of 90 days from the date of submission of Proposal.

Date:

Signature of Authorised Person

Name:

For and on behalf of

.....