



دعوہ لمٹمنین تاسیس Invitation for Empanelment of Valuers

Bank of Baroda Zonal Office Dubai Umm Hurrair Building, Al Doha Street, Al Karama, Dubai, UAE- 400 051 بنك برودا مكتب الاقليمي دبي بناية أم هرير شارع الدوحة ، الكرامة ، دبي ، الإمارات العربية المتحدة - 051 400

> التاريخ: 17.09.2022 BOB / ADV / 2022/387 :المرجع

DATE:17.09.2022 Reference: BOB/ADV/2022/387





[A] Important Dates:

Opening Date and Time for submission of the fully Completed Technical Proposal for Empanelment	11 th October, 2022 (Tuesday)
Last Date and Time for submission of the fully Completed Technical Proposal for Empanelment	25 th October, 2022 (Tuesday) 5:00 pm
Contact Information	smecredit@bankofbaroda-uae.ae retailbanking@bankofbaroda-uae.ae
Application Money (Non Refundable)	AED 100 (AED one hundred Only)

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

- 1. Bank means "Bank of Baroda".
- 2. Valuer or Bidder or Vendor means "Respondent to the Invitation Document".
- 3. Offer Document/Proposal means Invitation response documents prepared by the Valuer or Bidder and submitted to Bank of Baroda
- 4. RFP means Request for Proposal.

[C]Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current empanelment of Valuation/Due Diligence Specialists. 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 a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

[D] Disclaimer:

The document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and empaneled Valuation/Due Diligence Specialists as identified by the Bank, after completion of the selection process as detailed in this invitation document. The invitation document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.





Contents

Ba	ckground and Purpose	. 4
1.	Scope of Services	. 4
2.	Miscellaneous	. 5
3.	Eligibility Criteria	. 5
4.	Lodgment Process of Empanelment Offer document:	. 5
5.	Evaluation of proposals	. 6
6.	Rejection of Proposal	.7
7.	Period of validity of invitation for empanelment of Valuation Specialists.	7
8.	Termination	7
9. F	Format and Signing of offer	7
10.	Confidentiality	7
11.	Fraud and Corrupt Practices	7
12.	Notification of Award	3
13.	Submission of Technical proposal	3
14.	General Conditions	3
An	nexure A - Eligibility	15
An	nexure B – Conformity Letter1	6
An	nexure C - General Information about the Applicant	17
An	nexure D - Key People Details	18





Background and Purpose

Bank of Baroda is functioning as a main land bank in UAE. It is the only Indian bank having full-fledged banking operations in this great country. Bank is widely spread in UAE since 1974 with 06 branches and 09 EBSUs.

This Invitation document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to empanel a set of valuers (hereinafter referred to as "Bidders or "Vendor") to carry out valuation of assets in form of residential, commercial or industrial land & building & plant & machinery for the Bank's branches/ offices coming under UAE territory. Now,

- a) Technical Proposals under guidelines mentioned hereunder are invited from reputed valuers, having experience and expertise in carrying out valuation of assets in form of residential, commercial or industrial land & building, Plant & machinery etc.
- b) The empanelment of valuers would be subject to and post the decision of independent committee as defined by the Bank.

Evaluation of Offers

Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate for the empanelment of valuers, not limited to those selection criteria set out in this Invitation of empanelment document. The issuance of this invitation document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it construed as any investigation or review carried out by a Bidder.

1. Scope of Services:

Bidders are expected to carry out valuation of assets in form of residential, commercial or industrial land & building & plant & machinery, which shall include but not limited to:

- a) Visit the place of asset to understand premises/locations.
- b) Clearly identify & describe the property being valued
- c) Carry out due diligence and review of the location, site plans and due diligence on planning approvals/reservations from various regulatory authorities as applicable, lay outs etc.
- d) Carryout due diligence on quality of construction, expected life of building, progress of construction etc.
- e) Comment on boundaries, demarcation, marketability & saleability of property
- f) Review of physical encumbrance on assets if any
- g) Collect information and conduct due diligence of matters like market information and offers of similar assets sold or available in close proximity to the subject asset.
- h) To check and provide the value of plant/machineries & it's make
- i) Provide sufficient information to those who read and rely on the report to fully understand the data, reasoning, analyses and conclusions underlying Asset Valuer's findings, opinions and conclusions.
- j) Completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate and not in any manner misleading.
- k) Providing comments on approachability of security.
- I) Valuer to provide Market Value, realizable value and distress sale value.
- e) While conducting a valuation, valuers have to comply with internationally Accepted Valuation Standards (IVS) and also adhere to the guidelines and principles of valuation of such assets as prescribed by regulators like CBUAE, Land Department etc.





2. Miscellaneous

- a. The Scope of Services of the empanelled valuers mentioned above is indicative only and is non-restrictive in nature.
- b. The empanelled valuers shall enter into an Engagement Agreement/Non-Disclosure Agreement with the Bank, which would include customary representations and warranties, limitation of liability force majeure provisions, scope of services, provisions as to indemnifications, etc.
- c. All the related expenses for execution of documents if any shall be borne by the selected valuers.

3. Eligibility Criteria

The empanelled valuers must fulfill following eligibility criteria:

- a) The valuer shall be a registered Legal entity/firm and should have been in existence in UAE for a minimum period of 3 years.
- b) Firm should be registered with RERA.
- c) Firm should have a valid license from Department of Economic Development, Ministry of Economy, UAE.
- d) Firm should have adequate experience and expertise of carrying out valuation of assets.
- e) Partners/directors should have adequate professional qualification in the area of specialization.
- f) The Bidder should have been engaged as a valuer of immovable assets for a minimum of last 2 years for Banks or public sector company in UAE.
- g) The firm should be profit making for last 01 years
- h) The Bidder have never been blacklisted/ barred/ disqualified by any regulator/ statutory body.

(All the above eligibility criteria will have to be supported by documentary evidence. Further bidder need to submit self-declaration in the attached format, which will need to be attached by the Bidder as per Annexure-A, However, the bank reserves the right to seek documentary evidence from the Bidders.

4. Lodgment Process of Empanelment Offer document

In response to the present invitation for empanelment, the valuer is required to submit Technical Proposal containing the documents as per the details in the Eligibility Criteria, along with the documentary evidence, and other documents related to the offer. Documents shall be submitted in a sealed envelope at "P O Box 3162, Umm Hurair Building, Al Doha Street, Al Karama, Dubai". Subject of envelope should be as **"Technical Bid for empanelment of valuers**".

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

The valuers must enclose the following in the **Technical Proposal**:

- a) Eligibility details as per Annexure A
- b) Conformity Letter as per Annexure B
- c) General information of valuers as per Annexure C
- d) Key People who will be involved in the assignment as per Annexure D
- e) Documentary proofs of the experience & association with other institutions claimed by the respondent.





5. Evaluation of proposals:

The evaluation of technical proposals, among other things, will be based on the following:

Eligibility and Technical Evaluation:

- □ Matching the clear eligibility criteria as indicated under "Clause 3" above
- □ Short-listing of the Specialists based on the fully matched criteria
- □ Evaluation based on the Technical Proposal response submitted
- □ Arriving at the final score on Technical Proposal

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this invitation for empanelment.

Table: Technical offer Evaluation Criteria

S No.	Particulars	Maximum Marks	Scoring Mechanism		
			More than 10 years	:10 marks	
			>6 years upto 10		
			years	:08 marks	
	Number of Years of establishment of		>3 Years upto 6		
1.	the firm	10 marks	Years	:05 marks	
			More than 8 years	:10 marks	
			>4 years upto 8 years	:08 marks	
	Number of Years of Experience in		>2 years upto 4		
2.	Valuation of assets with existing banks	10 marks	Years	:05 marks	
			More than 5	:10 marks	
			>3-5	:08 marks	
	No. of banks already empanelled with		>2-3	:06 marks	
	for valuation	10 marks	1 to 2	:04 marks	
4	Chartered membership of anyone of Royal Institution of Chartered Surveyors (RICS), American Society of Appraisers (ASA)/ Appraisal Institute (AI), USA.		Additional 2 Marks		
4.	TOTAL	30 marks			
Note - 02 bonus mark will be awarded, if firm is already empanelled with any government department					

of UAE also

Minimum Qualifying Score will be 60%. However, the Bank, at its sole discretion, may consider score lower than 60%.

The Bank may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the offers.

The Evaluation Committee would evaluate the specialist on the criteria specified in the invitation document post which the Bank, at its sole discretion, may empanel desired number of Specialists as empanelled valuer for undertaking valuation of assets.





6. Rejection of proposals:

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

Proposal received from the Bidders are liable to be rejected if

- i) It is not in conformity with the instructions mentioned in the document.
- ii) It is not properly or duly signed by authorized signatory.
- iii) It does not include all the documents and information required or is incomplete
- iv) It is evasive or containing incorrect information.
- v) It submitted anywhere other than the place mentioned in the document.

7. Period of validity of empanelment of valuer.

The empanelment of valuers shall be valid for a period of 3 (Three) years from the date of the offer letter issued by the bank.

8. Termination

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

Empanelment Termination - Bank of Baroda reserves its right to terminate the engagement of the empaneled Valuers with a prior notice of 15 (Fifteen) days.

9. Format and Signing of offer

Each page shall be made in a legal name of the valuer and shall be signed and duly stamped by the valuer or a person duly authorized to sign on behalf of the Specialist.

10. Confidentiality

Separate Non-Disclosure Agreement (NDA) will be signed by successful bidder.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Firm and the Bank

The Bank may update or revise the invitation document or any part of it. The Specialist acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking.

11. Fraud and Corrupt Practices

The Bidders and their employees shall observe the highest standard of ethics during the Evaluation and Empanelment Process. Notwithstanding anything to the contrary contained in the invitation document, the Bank shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Evaluation and Empanelment Process.





12. Notification of Award

The empanelment of the Specialists, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing at the address supplied by the Bidder in the invitation document response.

13. Submission of Technical Proposal

The Technical Proposal should be complete in all respects and contain all information asked for. The Technical Proposal should include all items asked for in **Annexure-A**, **B C and D**. The Technical Proposal should be complete to indicate that all services asked for are quoted and should give all required information.

14. General Conditions

14.1 Information Provided

The Invitation 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 invitation document.

14.2 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 invitation 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.

14.3 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Bidders 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 Bidders.

Bidders must apply its own care and conduct its own investigation and analysis regarding any information contained in the invitation document and the meaning and impact of that information.

14.4 General Terms

The Bank expects the empanelled valuers to adhere to the terms of this invitation document and would not accept any deviations to the same. Unless expressly overridden by the specific agreement to be





entered into between the Bank and the empanelled Specialists, the Invitation document shall be the governing document for arrangement between the Bank and the empanelled Specialists. The Bank expects that the Specialists empanelled under the invitation shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by the Bank. Unless agreed to specifically by the Bank in writing for any changes to the invitation document issued, the Specialists' responses would not be incorporated automatically in the invitation document.

14.5 Related Parties:

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

- a) Technical Proposals submitted by two or more companies having common director/s
- b) Technical Proposals submitted by two or more firms having common promoters
- c) Any other Technical Proposals which as per the sole discretion of the Bank is in the nature of multiple Technical Proposals.

14.6 Others

Responses to this invitation document should not be construed as an obligation on the part of the Bank to award a contract for any services or combination of services. Failure of the Bank to empanel a valuer shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all offers in part or in full, without assigning any reason whatsoever.

The Bank and the empanelled valuer covenants and represents to the other Party the following:

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

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

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

14.7 Rights to Bank of Baroda:

Bank of Baroda reserves the right to:

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- e) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.





- f) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- g) To relax the parameter or eligibility criteria on the sole discretion of Bank.
- h) Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

14.8 Notices and other Communication

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

Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

14.9 Waiver

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

14.10 Publicity

Any publicity by the empanelled Specialists in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

14.11 Inspection of Records

All empanelled valuers records with respect to any matters covered by this invitation document shall be made available to auditors and or inspecting officials of the Bank and/or Central Bank of UAE and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The Bank's auditors would execute confidentiality agreement with the empanelled Specialists provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

14.12 Indemnity

The empanelled valuers shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel")





harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- □ an act or omission of the empanelled valuer and/or its employees, agents, sub-contractors in performance of the obligations under this invitation document; and/or
- □ claims made by employees or subcontractors or subcontractor's employees, who are deployed by the empanelled valuer, against the Bank; and/or
- □ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the empanelled valuer to its employees, its agents, contractors and sub-contractors
- □ breach of any of the term of this invitation document or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the empanelled valuer under this invitation document; and/or
- breach of confidentiality obligations of the empanelled valuer contained in this invitation document; and/or
- □ Negligence or gross misconduct attributable to the empanelled valuer or its employees or subcontractors.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this invitation document and subsequent agreement by the empanelled Specialist.

14.13 Non-Disclosure Agreement

The empanelled valuer shall execute Non-Disclosure Agreement (NDA) within 1 month from the date of acceptance of letter of appointment.

14.14 Limitation of Liability

The empanelled Specialist's aggregate liability in connection with obligations undertaken as a part of the invitation document regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be to the extent of damage /costs suffered by the Bank. The empanelled Specialist's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of the empanelled valuer, its employees and Sub-contractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party proprietary information / material by the empanelled Specialists.

It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification) against the empanelled valuer.

14.15 Governing Laws

This contract shall be governed and construed and enforced in accordance with the laws of UAE and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the





terms of this Agreement, only the courts in Dubai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts of UAE.

14.16 Force Majeure

The empanelled Specialist may be absolved of its liability for any delay in performance or other failure to perform its obligations under this contract if the same is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Specialists and not involving the Specialist's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of UAE in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the empanelled Specialist shall promptly notify the Bank in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by the Bank in writing, the Specialist shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14.17 Resolution of Disputes

The Bank and the empanelled valuers shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the empanelled Valuers are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration or commercial litigation in the local UAE courts.

In case parties explicitly agrees to opt for arbitration. <u>Federal Law No. 6 of 2018 on Arbitration</u> shall apply to the arbitration proceedings, the opted language shall be English with 2 arbitrators, chosen by each party and the venue & jurisdiction of the arbitration shall be Dubai.

14.18 Compliance Confirmation

The Specialist must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the invitation document.

14.19 Privacy and Security Safeguards

The empanelled Specialist and related parties shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any confidential information gained during the engagement with the Bank. The empanelled Specialists have to ensure that related parties and other subcontractors who are involved shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any confidential information obtained during the work with the Bank.

14.20 Errors and Omissions

Each Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this invitation document but not later than last date of receiving clarifications as specified in page no.2.

14.21 Acceptance of Terms

A Bidder will, by responding to the Bank's invitation document, be deemed to have accepted the terms as stated in this invitation document.

No implied deviation





The Bank expects the vendor to adhere to the terms of this RFP document, unless agreed to specifically by the Bank in writing for any changes to the tender document issued; the vendor responses would not be incorporated automatically in the tender document.

All responses would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

14.22 Registration of invitation document Response

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

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 RFP process, notwithstanding any copyright or other intellectual property right of the Bidder that may subsist in the submission or accompanying documents.

14.23 Communication on the invitation document

Bidders are required to direct all communication and questions if any relating to the invitation document in writing to the email address specified and as per the timelines specified. The Bidders must communicate all queries / clarifications in writing on or before last date of receiving request for clarification as per details given in the invitation document. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidders in the manner specified. Any changes to the invitation document will be communicated as Addendum to the invitation document and will be published on Bank's website under tenders section only. However, the Bank will not answer any communication initiated by the Bidders beyond the dates provided in the invitation document.

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder after the invitation document closes and all such information and material provided must be taken to form part of that Bidder's response.

Bidders should invariably provide details of their email address as any clarifications required by the Bank against the response to the invitation document will only be communicated 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 the Bank reserves the right to communicate such response to all Bidders.

The Bank may in its absolute discretion engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the invitation document closes to improve or clarify any response.

14.24 Disqualification

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





14.25 Language

The invitation document response prepared by the empanelled Specialist, as well as all correspondence and documents relating to the invitation document exchanged by the empanelled Specialist and the Bank and supporting documents and printed literature shall be in the English language only.

14.26 Application Money

Complete set of tender documents may be down loaded from the Bank's website. Application Money as mentioned in "[A] Important Dates – Application Money" in the form of Bankers Cheque/Demand Draft favoring Bank of Baroda, payable at Dubai, which is non-refundable, must be submitted separately along with Bid responses. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.





Annexure A - Eligibility

Particulars to be provided by the Bidder in the technical proposal

Fina	ncials and Other Requirement	Supporting Required	Vendor Comments
1	The valuer shall be a registered Legal entity/firm and should have been in existence in UAE for a minimum period of 3 years.		
2	Firm should be registered with RERA.	Registration certificate	
-	Firm should have a valid license from UAE government	Trade License	
4	Firm should have adequate experience and expertise of carrying out valuation of assets.		
	Partners/directors should have adequate professional qualification in the area of specialization.	Qualification certificate	
6	The Bidder should have engaged as a valuer of immovable assets for a minimum of last 2 years for Banks or public sector company in UAE.	Empanelment certificate	
7	The firm should be profit making for last 01 years	Audited Balance sheet last two year	
8	The Bidder have never been blacklisted/ barred/ disqualified by any regulator/ statutory body.		
Addi	tional Documents (Optional)	·	
1	Charter membership of anyone of Royal Institution of Chartered Surveyors (RICS), American Society of Appraisers (ASA)/ Appraisal Institute (AI), USA.	Membership certificate	

Place:

Signature: Name: Designation : Vendor's Corporate Name: Address : Email and Phone





Annexure B – Conformity Letter

(This letter should be on the letter head of the bidder duly singed by an authorized signatory)

To, Chief Executive GCC operations Bank of Baroda Zonal office Dubai

Sir,

Subject: RFP for empanelment of Valuers.

- 1. We confirm that we will abide by all the terms and conditions contained in the invitation document and the related addendum and other documents including the changes made to the original invitation documents issued by the Bank shall form a valid and binding part of the aforesaid invitation 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.
- 2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the invitation document, in empanelment of valuation/Financial Due Diligent Specialists.
- 3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, the Bank has the absolute right to reject the proposal and disqualify us from the empanelment process.
- 4. We confirm that this response, for the purpose of empanelment, is valid for a period of three months from the date of expiry of the last date for submission of response to invitation document.
- 5. We confirm that we have noted the contents of the invitation document and have ensured that there is no deviation in filing our response to the invitation document and that the Bank will have the right to disqualify us in case of any such deviations.
- 6. Further, we hereby accept that the decision taken by the Evaluation Committee of the Bank regarding the qualified Bidders shall be binding upon us.

Date:
Place:

Signature: Name: Designation : Vendor's Corporate Name: Address : Email and Phone:





Annexure C - General Information about the Applicant

No.	Particulars	Details to be Furnished by the Specialists				
1	Name of the Firm					
2	Location of Registered office/Corporate office and address					
3	Mailing address of the Firm					
4	Names and designations of the persons authorized to make commitments to the Bank					
5	Telephone numbers of contact persons					
6	E-mail addresses of contact persons					
7	Details of the valuers proposed methodology/approach for providing services to the Bank with specific reference to the scope of work					
8	Name of the key team members and their professional qualifications and experience/expertise Details of similar assignments handled by the said team leader.					

Date: Place: Signature: Name: Designation : Vendor's Corporate Name: Address : Email and Phone:





Annexure D – Key People Details

Key People who will be involved in the project

S No	Employee Name & Designation	Age	Professional Qualification	&	Educational	Role in co.

Please note that it is **MANDATORY TO FILL UP ALL THE ABOVE COLUMNS** for all the **Key proposed Positions**

Date: Place:

.

Signature: Name: Designation : Vendor's Corporate Name: Address : Email and Phone: