SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A WHOLLY OWNED SUBSIDIARY OF SBI)

INVITES TENDERS ON BEHALF OF

STATE BANK OF INDIA

FOR HIRING OF PREMISES

FOR

SBI, PRABHA ROAD, GODHRA BRANCH, DISTT. PANCHMAHAL

TENDER ID: AHM201912008

Last date for submission of Tenders: 15:00 hours on 21-12-2019
Opening of Tenders: will be intimated to bidders 24 hours prior to date of opening on the e-mail ID given by them on the envelop

Tenders to be submitted to:-

The Circle Head and Vice President (Civil),
SBI Infra Management Solutions Pvt. Ltd.,
Circle Office, Third floor,
State Bank Of India, LHO Building,
Bhadra, Ahmedabad-380001

TENDER SUBMITTED BY:

Name : ________________________________

Address : _____________________________
NOTICE INVITING TENDER (NIT)

TENDER ID: AHM201912008

COMMERCIAL/ OFFICE SPACE REQUIRED ON LEASE

SBI Infra Management Solutions Pvt. Ltd. invites offers on behalf of the SBI from owners for premises on lease rental basis for Commercial / Office use having built up area of 2000 sq.ft. to 2500 sq.ft. located on PRABHA ROAD, GODHRA, DISTT, PANCHMAHAL on main road with minimum parking for 10 two wheelers and 1 four wheeler. The bidder shall provide space of 80 sq.ft to 100 sq.ft. for installation and running of the generator (NEED BASE) within the compound at no extra cost to the Bank and No separate payment shall be paid for these facilities.

The entire space should preferably be on Ground floor. Premises should be ready for possession / occupation. Open plot shall not be considered.

The format for submission of the technical bid containing detailed parameters, terms and conditions and price bid can be downloaded from website www.sbi.co.in under LINK: https://sbi.co.in/web/sbi-in-the-news/procurement-news

This tender consists of two parts viz. the Technical Bid having terms and conditions, details of offer and the Price Bid. Duly signed and completed separate Technical and Price Bids are to be submitted for each proposal using Xerox copies in case of multiple offers.

The Tender fees of Rs. 3,000/- (Three Thousand only) (Non-refundable) should be paid through SB COLLECT only by using SBI Internet Banking web-site www.onlinesbi.com. The Tender fees once paid shall not be refunded back in any case. (Detailed flow chart about how to pay tender fees online mentioned below).

HOW TO MAKE ONLINE TENDER FEES

Go to SBI Internet Banking web site-https://www.onlinesbi.com/

↓

Select SBI Collect from Top Menu

↓

Click Check box to Proceed

↓

Select "All India " in state Corporate/Institution and "Commercial Services" in type of Corporate / Institution after that click go

↓

Select " SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD." IN Commercial Services Name and Submit
Select "Tender Fee" in Payment category and Enter "Tender ID " and Submit

The Bidders will have to fill up the fields properly and submit upon making the payment a receipt will be generated with a reference no. on submit. The offerers/bidders have to enclose the online tender payment receipt along with Tender Document.

Tenders submitted without prior Online Tender Fee Payment Receipt (Tender fees paid through online SB Collect) shall not be considered.

The Envelope (A) contains Technical Bid and Online Tender Fee Payment Receipt (Tender fees paid through online SB Collect).

Envelope (B) contains Price Bid for the proposal should be enclosed in separate sealed envelope and these two envelopes be placed in a single cover superscribing “Tender for leasing of SBI, PRABHA ROAD, GODHRA BRANCH, DISTT PANCHMAHAL” and should be submitted to the SBI Infra Management Solutions Pvt. Ltd, Circle Office, Third Floor, SBI LHO Building, Bhadra, Ahmedabad-380001 on or before 21-12-2019 at 3:00 pm.

The bidder/s shall clearly mention their contact number and active e-mail ID on the envelop.

The date of opening of tender shall be intimated to the bidder 24 hours prior to the date of opening of tenders on the e-mail ID given by them. SBI/SBIIMS shall not be responsible in any manner, in case the e-mail doesn’t reach the bidder or any other technical fault.

Preference will be given to the premises owned by the Govt. Departments / Public Sector Units.

The SBIIMS/SBI reserves the right to accept or reject any offer at any stage without assigning any reasons thereof.

Only authorized representative on behalf of bidder, carrying authority letter or power of attorney with him/ her along with photo ID and address proof shall be allowed to attend any meeting/ bid opening.

No bidder/ representative shall be allowed to attend the meeting/ bid opening with mobile phones.

Circle Head and Vice President (Civil)
### IMPORTANT POINTS OF PARAMETERS -

<table>
<thead>
<tr>
<th></th>
<th>Type Of Building</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>BUILT UP AREA</td>
<td>Built up area of <strong>2000 sq.ft. to 2500 sq.ft.</strong></td>
</tr>
<tr>
<td>3</td>
<td>Covered Parking Space</td>
<td>Preferable</td>
</tr>
<tr>
<td>4</td>
<td>Open parking area</td>
<td>Sufficient open parking area for customers/visitors</td>
</tr>
<tr>
<td>5</td>
<td>Amenities</td>
<td>24 hours water facility, Electricity, Generator power back up for essential services like lift, pump etc.</td>
</tr>
<tr>
<td>6</td>
<td>Possession</td>
<td>Ready possession / occupation</td>
</tr>
<tr>
<td>7</td>
<td>Premises under construction/open plots</td>
<td>Will not be considered</td>
</tr>
<tr>
<td>8</td>
<td>Desired location</td>
<td>Located preferably on <strong>PRABHA ROAD, GODHRA, DISTT PANCHMAHAL</strong>, with minimum parking for 10 two wheelers and 1 four wheeler. The <strong>entire space</strong> should preferably be <strong>on Ground floor</strong>. The bidder shall provide space of 80 sq.ft to 100 sq.ft. for installation and running of the generator within the compound (NEED BASE) at no extra cost to the Bank and No separate payment shall be paid for these facilities.</td>
</tr>
</tbody>
</table>
| 9 | Preference       | (i) Premises duly completed in all respect with required occupancy certificate and other statutory approvals of local civic authority  
(ii) Ground floor  
(iii) Govt. Departments / PSU / Banks |
| 10| Unfurnished premises | Only unfurnished premises will be considered and Bank will do the interior and furnishing work as per requirement. |
| 11| Period of lease  | Lease in the bank’s prescribed format for initial period of 5 years with an option to Bank to renew for further period of 5 years at predetermined increase in rent @ 15-25% after expiry of initial term of 5 years, at the time of renewal. |
| 12| Selection procedure | Techno-commercial evaluation by assigning 70% weightage for technical parameters and 30% weightage for price bids. |
| 13| Validity of offer | 6 (Six) months from the last date of submission of the offer (which may be extended due to exigency) |
| 14| Stamp duty / registration charges of Lease Deed | To be shared in the ratio of 50:50. |
TERMS AND CONDITIONS

1.1 The entire property shall belong to same set of owners. The bidders should have clear and marketable title to the premises offered and furnish legal title report from the SBIIMSPL/SBI empanelled advocate at his own cost. The successful bidder shall have to execute the lease deed as per the standard terms and conditions finalized by the SBIIMSPL/SBI. **Stamp duty and registration charges of the lease deed will be shared equally (50:50) by the lessors and the Bank.** The initial period of lease will be 5 years and will be further renewed for 5 years at the discretion of bank (viz. **total lease period 10 years**) with requisite **exit clause** available to the Bank only to facilitate full / part de-hiring of space by the Bank during the pendency of the lease. However such exit clause shall not be available to the Lessors. As regards **increase or decrease in rents** payable, increase in rent if any shall be subject to **market conditions** & to a maximum ceiling of **25% after initial term of 5 years is completed**.

1.2 **Tender document** received by the SBIIMSPL after due date and time i.e. 21-12-2019 after 3:00 pm shall not be considered in the tender process.

1.3 The bidders are required to submit the **tender documents in separate envelope** super scribed on top of the envelope as Technical or Commercial as the case may be (**TECHNICAL BID (Envelope -"A") AND PRICE BID (Envelope -"B")**) duly filled in with relevant documents/information at the following address:

   The Circle Head and Vice President (Civil)
   SBIIMSPL Circle office,
   Third floor, SBI LHO Building,
   Bhadra, Ahmedabad-380001

1.4 All columns of the tender documents must duly filled in and no column should be left blank or filled with vague/ambiguous information. All pages of the tender documents (Technical and Price Bid) are to be signed by the bidder/authorized signatory. Any over-writing or use of white ink is to be duly authenticated under full signature of the bidder/authorized signatory. The SBIIMSPL/SBI reserves the right to reject the incomplete tenders or defective tenders. The SBIIMSPL/SBI also reserves right to reject any or all the tenders at any stage or to cancel the entire tender process without assigning any reasons to any bidder. The Bank/ SBIIMS shall not be liable for any payment/compensation/rent/opportunity loss etc to the bidder upon such rejection or cancellation of tender process. Bank’s decision in this regard shall be final and binding on all the bidders. In case of any dispute, jurisdiction of Court in all cases shall be in Ahmedabad only till finalization of the successful bidder.

1.5 In case the space provided in the tender document for filling information is found insufficient, the bidders may attach separate sheets, duly signed by the bidder/authorized representative, after putting remark to this effect in the provided place.
1.6 The offer should remain valid at least for a period of 6 (Six) months (which may be extended in case of exigency) to be reckoned from the last date of submission of offer i.e. 21-12-2019 The Bank/ SBIIMS shall not be liable for any payment/compensation/rent/opportunity loss etc to the bidder upon such rejection or cancellation of tender process.

1.7 The date of opening of Technical Bid will be intimated to the bidders 24 hours prior to the date of opening of the bids. Bids will be opened at SBIIMSPL Circle office, Third floor, SBI LHO Building, Bhadra, Ahmedabad-380001. All tenderers are advised in their own interest to be present on given date at the specified time.

1.8 The SBIIMSPL/SBI reserve the right to accept or reject any or all the tenders without assigning any reason thereof.

1.9 Canvassing in any form will disqualify the tenderer. No broker shall be allowed to attend any meeting/ bid opening. Only authorized representative on behalf of bidder, carrying authority letter/power of attorney with him/ her along with photo ID and address proof shall be allowed to attend any meeting/ bid opening.

1.10 The short listed bidder will be informed by the SBIIMSPL/SBI on the contact details given by them over the envelop, for arranging site inspection of the offered premises.

1.11 Preference will be given to the exclusive building/floor in the building having ample parking space in the compound / basement of the building. Preference will also be given to the premises owned by the Govt. Departments / Public Sector Units.

1.12 Preference will be given to the buildings as well as offered premises on the main road.

1.13 Premises to be away from fire hazardous establishments like petrol pump, gas godown, chemical shops & high tension electrical wires etc. Premises should not be located on low lying area, water logging area.

1.14 The details of parameters and its weightage for technical score has been incorporated in Annexure I. The selection of premises will be done on the basis of techno commercial evaluation. Equal weightage i.e., 70% weightage will be given for technical parameters and 30% for price bid. The score finalized by Committee of the SBIIMSPL/SBI in respect of technical parameters will be final and binding on the bidders and no representation in this regard shall be entertained. The SBIIMSPL/SBI may negotiate the rent with L1 bidder to reduce the offered rent.

The bidder who is declared successful in the combined result of technical and financial bids shall be required to execute lease deed in the bank’s prescribed lease deed format. No request for any deviation in the terms and conditions stipulated in the draft lease deed shall be entertained.
Income Tax and other statutory clearances shall be obtained by the lessors at their own cost as and when required. All payments to the lessor shall be made by Account Payee Cheque or RTGS/NEFT.

1.15 The income tax and other taxes as applicable will be deducted at source while paying the rentals per month. All taxes, cess, service charges shall be borne by the landlord. However, the GST, if applicable, shall be borne by the Bank. While renewing the lease, the effect of subsequent increase/decrease in taxes and service charges shall be taken into account for the purpose of fixing the rent.

The landlord shall submit the bill to the PRABHA ROAD, GODHRA BRANCH, DISTT PANCHMAHAL every month for the rent due to them indicating the GST component also in the bill separately. The bill also should contain the GSTIN number of the landlord, apart from name, address etc. of the landlord and the serial number of the bill, for the bank to bear the burden of GST otherwise, the GST if levied on rent paid by landlord directly, shall be reimbursed by the PRABHA ROAD, GODHRA BRANCH, DISTT PANCHMAHAL to the landlord on production of such payment of tax to the Govt. indicating name, address and the GST registration number of the landlord.

1.16 The interest free rental deposit equivalent to maximum six month’s rent may be granted to the landlord at the time of taking possession of the premises depending upon the need/demand of the landlord for the same and such deposit will have to be adjusted during the last six months of occupation.

1.17 Mode of measurement for premises is as follows:

Rental will be paid on the basis of built up area (outer to outer walls) which will be jointly measured by SBIIMS/SBI and landlord.

Components/ Areas like Lift, Lift wall, Ducts, Service shafts, staircase, Balcony, Projection, Terrace, parking space, space for DG set, etc. will not be counted in built up Area. Landlord is advised to quote the rates as per Built up area while filling the price bid.

The bidder shall submit Built-up area measurement sheet along with the application/bid. The proposals without Built-up area calculations may be rejected.

1.18 The floor wise area viz. Ground, First, if any, etc with the corresponding rate for rent/taxes should be mentioned in the Price Bid. The number of car parking spaces and two wheelers offered should be indicated separately. Rent shall be quoted on built-up area basis only, taking into account the parking space, area for installation of generator and VSAT etc., and no separate rent shall be paid for these facilities.

1.19 The lessor should arrange to obtain the municipal license/NOC/approval of layouts etc from Local Civic Authority/collector/town planning etc. for carrying out the interior furnishing of the premises by the Bank. Lessor should also obtain the completion certificate from Municipal
authorities after the completion of interior furniture work. The required additional electrical power load of approximately 35 to 40 KW (or more if required) will also have to be arranged by the lessee at his/her cost from the State Electricity Board or any other private electricity company in that area etc. and NOC and the space required for installation and running of the generator will also have to be provided within the compound by the lessors at no extra cost to the Bank and will not be considered in rent area.

1.20 Lessor should obtain and furnish the structural stability certificate from the licensed structural consultant at his own cost. No separate payment shall be made to the landlord for this purpose. The Lessor shall provide space for installation of V-SAT device on the terrace of the selected/ finalized premises, and direct/suitable access for reaching the place for repair and maintenance. This area will not be considered in rent area and No separate payment shall be made to the landlord for this purpose.

1.21 The lessor shall obtain/submit the proposal to Municipal Corporation/Collector/town planning etc. for the approval of plans immediately after receipt of approved plans along with other related documents so the interior renovation work can commence.

1.22 After the completion of the interior works, etc. the lease agreement will be executed and the rent payable shall be reckoned from the date of occupation. The lease agreement will include inter-alia, a suitable exit clause and provision of de-hiring of part/full premises.

1.23 Rent should be inclusive of all present and future taxes what so ever, Municipality charges, society charges, Maintenance charges and all other charges except the GST which will be paid extra.

1.24 Electricity Charges will be borne by the Bank but water supply should be maintained/ arranged by Landlord/ owner.

1.25 All kind of civil work (additional / alteration) will be carried out by the owner as per advise of the Bank such as ATM Room, Toilets & sanitary works, Store room / record room, Stationary Room, Pantry with all accessories and doors etc. (additional / alteration) as per Bank’s requirements, cash room with cash room door and ventilation as per Bank’s specifications, server room & UPS room made up of brick work, locker room (RCC locker room as per Bank’s guidelines) as per Bank’s design and specifications however the door and ventilator shall be provided by the Bank, Rolling shutter with central lock & with toughened fixed glass and glass door at outside opening which are not to be closed with brick walls, collapsible grill door at entry, front façade including glass glazing, external ACP paneling as per Bank’s design, ramp with S.S (grade 304) railing for disabled/old people, double charged vitrified tile flooring, brickwork, plaster, inside and outside painting with acrylic emulsion paint / synthetic enamel paint / exterior apex etc., windows, safety grill, anti termite treatment etc as advised by the Bank directly or through Bank’s appointed Architect will be carried out by landlords’ at their own cost before handing over possession to the Bank. Landlords will submit approved plan, Competent Authority permission, structural stability and soundness certificate, fire fighting work before possession by the Bank. Rent should be inclusive of all civil works.
The owner shall carry out civil, sanitary and electrical, repair/ maintenance works and ensure the roof remains water-tight during the lease period. In case the above repairs are required and the owner/s fails to attend to the same, the Bank will carry out necessary repairs at the risk and cost of the owner(s) and deduct all such relative expenses from the rent payable to the owner(s).

**Note-** Owner of the Building is sole responsible for the construction and stability of Premises. Structural Stability Certificate by Competent Structural Engineer should be given to the Bank at no extra cost.

1.26 Interior works like loose furniture, dry-wall partition system, cubicles, cabins, false ceiling, AC, Lighting fixtures, signages, compactors for storage, electrical wiring for interior works etc. will be done by the Bank as per requirement.

Plastic paint of walls, ceilings, enamel painting of doors and windows etc. as per the Bank’s instructions shall be done by the owner/s after every two/ three years failing which the Bank shall be at liberty to get the same done at the risk and cost of the owner/s and deduct all such relative expenses from the rent payable to the owner/s.

1.27 Obtaining NOC from local authority regarding fire safety shall be the responsibility of the landlord. Bank/ SBIIMS shall not be responsible for this in any manner, nor any amount/ Bill shall be paid by the Bank/ SBIIMS for this purpose.

1.28 The decision to identify the successful bidder by the Bank/ SBIIMS shall be final and No correspondence will be entertained from unsuccessful bidders.

Place:

Date: Name & Signature of lessor with seal if any
DETAILS OF OFFER SUBMITTED FOR LEASING PREMISES

TENDER ID: AHM201912008

With reference to your advertisement in the ________ dated ________ I / We hereby offer the premises owned by us for housing your branch / office on lease basis: (A Copy of the Plan of the building with clearly earmarked portion of the building being offered to the Bank is enclosed. The desired informations are given as under):

General Information:

Location as name of the nearest local railway station and its distance from the site:

| a. | Name of the Building |
| a.1 | Door No. |
| a.2 | Name of the Street |
| a.3 | Name of the City |
| a.4 | Pin Code |

b. (i) Name of the owner  
(ii) Address  
(iii) Name of the contact person  
(iv) Mobile no.  
(v) Email address

Technical Information (Please ☑ at the appropriate option)

a. Building - Load bearing ---------------- Frame Structure
b. Building - Residential ----------- Institutional ------Industrial ------Commercial
c. No. of floors
d. Year of construction and age of the building
e. Floor of the offered premises

<table>
<thead>
<tr>
<th>Level of Floor</th>
<th>Built up area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Floor</td>
<td></td>
</tr>
<tr>
<td>First Floor</td>
<td></td>
</tr>
<tr>
<td>Total Floor Area</td>
<td></td>
</tr>
</tbody>
</table>

Note- The rentable area shall be in accordance with the one mentioned under clause/para 1.17 of Technical Bid.

Building ready for occupation Yes/No

If no, how much time will be required for occupation ----------------- with end date.

Amenities available

Electric power supply and sanctioned load for the floors
Offered in KW (Mentioned) Yes/No

Running Municipal Water Supply Yes/No

Whether plans are approved by the local authorities Yes/No

Enclose copies

Whether NOC from the department has been received Yes/No

Whether occupation certificate has been received
Enclose copy Yes/No

Whether direct access is available, if yes give details Yes/No

Whether fully air conditioned or partly air conditioned Yes/No
Whether lift facilities are available  Yes/No

No. of car parking/scooter parking which can be offered  Yes/No

Exclusively to the Bank.

* Please enclose plans/ layouts of the building.

Declaration

We have studied the above terms and conditions and accordingly submit our offer and will abide by the said terms and conditions in case our offer of premises is accepted.

Place:

Date:  Name and signature of lessor with seal
ANNEXURE – I

SBI Infra Management Solutions Pvt. Ltd.

Circle Office,
Third floor, SBI LHO Building,
Bhadra, Ahmedabad-380001

PREMISES REQUIRED ON LEASE

Parameters based on which technical score will be assigned by SBIIMS/SBI.

(NOT TO BE FILLED BY THE PROSPECTIVE LANDLORD)

Hiring of Commercial Building with Built up area of **2000 sq.ft. to 2500 sq.ft.** located in **PRABHA ROAD, GODHRA, DISTT. PANCHMAHAL** on main road. The entire space should preferably be on Ground floor.

Name of firm:

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Actual situation</th>
<th>Total Marks</th>
<th>Marks obtained</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Built up area as per requirement</td>
<td>Built up area in the range of <strong>2000 to 2500 sq.ft.</strong></td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Beyond range : 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Premises location</td>
<td>On Main road : 10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Others : 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Distance from existing (Branch) / desired location</td>
<td>Within 01 km: 05</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Within 01 to 2 km: 03</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;02 km : 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Premises on Ground or upper floors</td>
<td>On ground floor : 10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Above Ground floor : 00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Frontage</td>
<td>&gt;= 40 feets = 05</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;= 30 feets = 03</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&lt; 30 feets = 00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|   | Building structure | Frame structure: 5  
|   |                     | Load Bearing: 00  |
| 7 | Parking space      | 1. Having Ground Floor parking: 10  
|   |                     | 2. Having cellar/ basement parking: 05  
|   |                     | 3. Others: 00  |
| 8 | Availability of water supply, electricity, drainage etc. | Available: 05  
|   |                     | Not available: 00  |
| 9 | Building use Permission | Available: 05  
|   |                     | Not available: 00  |
| 10| Age of building   | 1. Newly constructed within 01 year: 05  
|   |                     | 2. Constructed within 01-05 years: 02  
|   |                     | 3. Building older than 05 years: 00  |
| 11| Surrounding of building | Adequate natural light and ventilation: 05  
|   |                     | Inadequate natural light and ventilation: 00  |
| 12| Quality of construction, finishing etc. | 1. Excellent: 05  
|   |                     | 2. Average: 02  |
| 13| Ambience, convenience and suitability of premises from Business point of view, as assessed by Premises Selection Committee | As assessed by Premises Selection Committee  |
|   | **Total**          | **100**          |
Example for evaluation of proposals:

The example to calculate most successful bidder based on marks given on each of the above parameters is as follows:

Total marks 100.

Three premises short listed- A, B, & C.

They get following marks
A-78; B-70; C-54

Convert them to percentiles
A : \((\frac{78}{78})\times 100 = 100\)
B : \((\frac{70}{78})\times 100 = 89.74\)
C : \((\frac{54}{78})\times 100 = 69.23\)

Now that technical bids are evaluated, financial bids can be opened.

Financial quotes for three premises are as follows:
A : Rs 70 per sqm for Built up area
B : Rs 60 per sqm for Built up area
C : Rs 50 per sqm for Built up area

As C is lowest, to work out percentile score, following will be the calculation:

C : \((\frac{50}{50})\times 100 = 100\)
B : \((\frac{50}{60})\times 100 = 83.33\)
A : \((\frac{50}{70})\times 100 = 71.43\)

Since proportion of technical to financial score is specified to be 70:30, then final scores will work out as follows:
A : \((100 \times 0.70) + (71.43 \times 0.30) = 91.43\)
B : \((89.74 \times 0.70) + (83.33 \times 0.30) = 87.817\)
C : \((69.23 \times 0.70) + (100 \times 0.30) = 78.46\)

Therefore Most successful bidder shall be ‘A’ and Bank may invite ‘A’ for further negotiation.