

SCHEDULE OF EVENTS

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| Details of issuing Department | Premises Department Central Office Reserve Bank of India 5th Floor, Central Office Building Shahid Bhagat Singh Road Fort, Mumbai-400001 |
| Bid Document Availability including changes/ amendments, if any to be issued | Bid documents will be available from 6:00 PM March 6, 2020 on following links – RFP and other information may be downloaded from Bank's website https://www.rbi.org.in or Bank's e-tendering portal: https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp |
| Last date for requesting Clarification (pre-bid queries) | Up to 5:00 PM on March 16, 2020 All communications regarding points/queries requiring clarifications shall be given in writing or by-mail as above |
| Pre - bid Meeting at (venue) | From 3:00 PM on March 17, 2020 at - Reserve Bank of India Premises Department, 5 th Floor, Central Office Building, Shaheed Bhagat Singh Marg, Fort Mumbai - 400001 |
| Date from which the Bidding starts on the e-tender portal | 11:00 AM on March 18, 2020 |
| Last date and time for Bid Submission | By 2:00 PM on April 7, 2020 |
| Address for submission of bids | The Chief General Manager –in Charge Reserve Bank of India Premises Department Central Office 5th Floor, Central Office Building Shahid Bhagat Singh Road Fort, Mumbai-400001 |
| Date and time of opening of Technical Bids | 4:00 PM on April 7, 2020 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder's representatives. |
| Opening of Price Bids | On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. |
| Letter of Intent | On a subsequent date which will be communicated to such bidder who is selected through the Bidding process. |

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| Tender Fee | Bidders will be required to pay the service fee to MSTC Ltd for use of their portal. |
| Earnest Money Deposit | Rs. 5,00,000/- By means of DD/NEFT transfer or Bank Guarantee in favor of 'Reserve Bank of India' payable at Mumbai. After award to successful bidder, EMD of unsuccessful bidders shall be returned without interest. For successful bidder, the EMD shall be retained till handover of property. |
| Validity of offer from the date of opening of technical bid | 180 days |
| Technical Evaluation of Bids | As indicated in Para 15 of this RFP. |
| Timeline for handing over the complete possession of premises | 45 days to handover the Premises from the date of issue of Letter of Intent by the Bank. |
| Terms of payment | 30% of purchase consideration will be paid after registration of the agreement. Balance to be paid after handover of premises to the satisfaction of the Bank as per the conditions indicated in RFP. |

RESERVE BANK OF INDIA

REQUEST FOR PROPOSAL



FOR PURCHASE OF OFFICE PREMISES IN SOUTH MUMBAI.

Dated – March 06, 2020

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| Details of issuing Department | Premises Department Central Office Reserve Bank of India 5th Floor, Central Office Building Shahid Bhagat Singh Road Fort, Mumbai-400001 |
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| Opening of Price Bids | On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. |

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| Letter of Intent | On a subsequent date which will be communicated to such bidder who is selected through the Bidding process. |
| Tender Fee | Bidders will be required to pay the service fee to MSTC ltd for use of their portal. |
| Earnest Money Deposit | Rs. 5,00,000/- By means of DD/NEFT transfer or Bank Guarantee in favor of 'Reserve Bank of India' payable at Mumbai. After award to successful bidder, EMD of unsuccessful bidders shall be returned without interest. For successful bidder, the EMD shall be retained till handover of property. |
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| Technical Evaluation of Bids | As indicated in Para 15 of this RFP. |
| Timeline for handing over the complete possession of premises | 45 days to handover the Premises from the date of issue of Letter of Intent by the Bank. |
| Terms of payment | 30% of purchase consideration will be paid after registration of the agreement. Balance to be paid after handover of premises to the satisfaction of the Bank as per the conditions indicated in RFP. |

1. INVITATION TO BID

- I. RESERVE BANK OF INDIA (herein after referred to as **BANK**) is the Central Bank of the Nation and intends to purchase office space in South Mumbai near its existing establishment for its operations.
- II. This Request for Proposal (RFP) is issued by the Bank inviting Individuals/ HUF/ Partnership Firms/ LLP/ Companies which are owner/ Licensees/ POA Holder or authorized representative of owner to **offer for sale to Bank office premises with minimum 28000 sq. ft. carpet area located in South Mumbai within a radius of 1.5 kms from Central Office Building of the Bank in Fort, Mumbai**. Offers of property on long term lease will also be considered by Bank subject to conditions indicated in the Technical Evaluation criteria of this RFP.
- III. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- IV. Interested bidders are advised to go through the entire document before submission of bids to avoid any chance of elimination. The eligible bidders adhering to Bank's requirements outlined in this RFP, are invited to submit their technical and price proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. DISCLAIMER

- I. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Bank, is subject to the terms and conditions set out in this RFP document.
- II. This RFP is not an offer by Bank, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized official(s) of Bank with the selected Bidder.
- III. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- IV. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- V. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- VI. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. DEFINITIONS

Regarding this RFP, the following terms shall be interpreted as indicated below:

- I. **"Bidder"** means an eligible entity/firm/individuals submitting the bid in response to this RFP and shall include his/their legal heirs, successors and assigns.
- II. **"Bid"** means the written reply or submission of response to this RFP.
- III. **"EMD"** means Earnest Money Deposit.
- IV. **"Purchase Agreement/Agreement"** means the agreement entered between the Bank and the successful bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- V. **"LOI"** means Letter of Intent.
- VI. **"RFP"** means Request for Proposal.

4. ELIGIBILITY CRITERIA

- I. Bid is open to all Bidders who meet the eligibility criteria and technical parameters for selection as given in Para 15 of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- II. The bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical bid as prescribed by the Govt. of India ([Annexure-E](#)) duly signed by the

bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT shall not be considered.

- III. The Bank has appointed Shri Jayant Kumar Banthia, Office of the Chairman SICOM, Mumbai as the Independent External Monitor (IEM) for this RFP and bidders can approach him for this contract.

5. COST OF BIDDING

The participating bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, e-tender portal fee of ₹15000 + GST, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner for any costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

6. CLARIFICATION AND AMENDMENTS

- I. Bidder requiring any clarification of the Bidding Document may notify the Bank in writing strictly as per the format given in [Annexure-H](#) at the address/by e-mail of this document within the date/time mentioned in the schedule of events.
- II. A pre-bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the bidders interested to respond to this RFP.
- III. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website.
- IV. Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment which will be made available to the bidders by way of corrigendum/addendum. The interested parties/bidders are advised to check the RBI website regularly till the date of submission of bid document specified in the schedule of events/email and ensure that clarifications/amendments issued by the Bank, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating bidders. Bank will not take any responsibility for any such omissions by the bidder. Bank, at its own discretion, may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to prepare the bid, for taking the amendment into account.
- V. Queries received after the scheduled date and time will not be responded/acted

upon.

7. CONTENTS OF BIDDING DOCUMENT

- I. The bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- II. Failure to furnish all information required in the bidding document or submission of bid not responsive to the bidding documents or putting conditional aspect of any nature will be at the Bidder's risk and responsibility and the same may finally result in rejection of its bid. Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- III. Nothing in this RFP or any addenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- IV. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- V. The information provided by the bidders in response to this RFP will become the property of Bank and will not be returned. Incomplete information in bid document may lead to non- consideration of the proposal.

8. EARNEST MONEY DEPOSIT (EMD)

- I. The Bidder shall furnish EMD of Rs. 500000 along with Technical Bid.
- II. Any Bid not accompanied by EMD for the specified amount as mentioned in the key information above will be rejected as non-responsive.
- III. EMD can be paid through following modes –
 - Demand Draft (DD): favoring "RESERVE BANK OF INDIA" payable at Mumbai.
 - Bank Guarantee (BG): Bidder has to ensure validity of BG till handover of premises to Bank.

(DD and BG are to be sent by post on the address of communication given in Schedule of Tender. Scanned copies are to be uploaded with the Technical Bid documents on the e-tendering portal.)

- NEFT. Payment is to be made in following account number -

A/c. No – 41869163273

IFSC Code – RBIS0COD001

A/c. Name – Reserve Bank of India

(Proof of payment to be uploaded with technical bid documents in case of

NEFT)

- IV. The EMD of the unsuccessful Bidders shall be returned after award to successful bidder. The EMD of successful bidder will be retained till handover of the property.
- V. No interest is payable on EMD.
- VI. The EMD may be forfeited:-
 - i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - ii. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract;
- VII. If EMD is forfeited for any reasons mentioned above, the concerned bidder may be prevented from participating further in this RFP, as per sole discretion of the Bank.

9. BID PREPARATION AND SUBMISSION:

- I. The bid is to be submitted through e-tendering on the following portal at the URL: https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp

Bidders are to submit their bids in two separate covers in the portal. Cover 1 is Technical Bid wherein bidders should upload scanned copies of following documents:

- i. Bid covering letter/Bid form on the lines of [Annexure - A](#) on Bidder's letter head.
 - ii. Proof of Earnest Money Deposit (EMD) as specified in this document.
 - iii. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the bid document.
 - iv. [Annexures B, C, D, E, F](#) and [G](#) duly filled in.
 - v. List of equipment offered in [Annexure C](#). Bank reserves the right to accept all or few as per its requirement. The cost of accepted equipment only will be considered.
- II. The Cover 2 is the Price Bid. The Price at which the property is offered is required to be entered in the portal as per the format given therein. In addition following documents should be added as part of Cover 2:
 - i. Item-wise price of equipment offered as per the format provided in [Annexure PB](#)
 - ii. Valuation report, not more than 6 months old from date of issue of this RFP, of the property to support the price quoted.

The Price per sq. ft shall be for carpet area offered Equipment rate shall be indicated separately. Prices are to be quoted in Indian Rupees only.

- III. **Bidders may please note:**

- i. **Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.**
- ii. The bid documents are to be submitted electronically shall be complete in accordance with various clauses of the RFP document. The bid documents are to be uploaded using the digital signature certificate of the authorized representative of the Bidder.
- iii. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.
- iv. Prices quoted by the Bidder shall remain fixed for the period specified in the RFP and shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- v. If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- vi. The bidder may also be asked to give presentation for the purpose of clarification of the bid.
- vii. The bidder must provide specific and factual replies to the points raised in the RFP.
- viii. All the enclosures (bid submission) shall be serially numbered with rubber stamp of the participating bidder company. The person or persons signing the Bids shall initial all pages of the Bids.
- ix. The Bank reserves the right to reject bids not conforming to above.

10. DEADLINE FOR SUBMISSION OF BIDS

- I. Bids must be received by the Bank at the address specified and by the date and time mentioned in the 'Schedule of Events'.
- II. In case the Bank extends the scheduled date of submission of bid document, the bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and bidders will remain the same.
- III. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- I. The Bidder may modify or withdraw its Bid in the portal prior to the deadline prescribed for submission of Bid.
- II. No modification/withdrawal in the Bid shall be allowed, after the deadline for submission of Bids.

12. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 180 days from the date of opening of technical bids. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive. The bid validity may be extended with mutual consent.

13. BID INTEGRITY

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submissions, including any accompanying documents, will become property of RESERVE BANK OF INDIA.

14. BIDDING PROCESS/OPENING OF TECHNICAL BIDS

- I. All the technical bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the Schedule of Events. The technical bids will be opened online through MSTC portal in the presence of representatives of the bidders who choose to attend the same..
- II. In the first stage, only technical bids will be opened and evaluated which includes eligibility criteria. Proposals of such bidders satisfying eligibility criteria and essential conditions and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for further technical criteria/parameter. Only those bids complying with technical parameters shall become eligible for Price bid opening and further RFP evaluation process.
- III. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order.
- IV. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.
- V. If a Bid is not responsive, it may be rejected by the Bank.
- VI. The following documents to be submitted along with technical bid:
 - i. Status and ownership of the title - copies of the supporting documents to be attached.
 - ii. POA/Consent from the owner/majority stake owner if the Bidder is not the owner.
 - iii. In case of a Company - Copy of the Board resolution authorizing the signatory to the bid documents.

- iv. Site Plan, approved layout plans from statutory body, brochure of the premises.
- v. Copy of the Occupation Certificate, if received for a Ready Building.
- vi. Structural stability Certificate.
- vii. Fire safety clearance certificate.
- viii. Photographs of the Building.
- ix. List of amenities provided/to be provided viz., floor finish, lift lobby, entrance lobby, external facade, number of toilets on floor, number of lifts (exclusive use of RESERVE BANK OF INDIA, if any), finishes of staircase etc.
- x. Green Building certification or pre-certification (if available) from LEED India or IGBC or GRIHA.
- xi. Evidence of connected and sanctioned electrical load that can be exclusively used by Bank.
- xii. Any other documents /deed relevant for the purpose of the RFP

VII. The other Terms and Conditions of the Bidding are as follows:

- i. All statutory clearances, if any, shall be obtained by the bidders at their own cost.
- ii. All payments to the successful bidder shall be made by electronic mode only into their account maintained with any **Bank's branch in India**.
- iii. The electrical panel in the power supply should have provision for connecting generator supply.
- iv. The building should be designed for and provided with air- conditioning system.
- v. All permissions required for peaceful occupancy and use of the offered property by the Bank should be obtained by the Bidder before making the offer to the Bank.
- vi. Firefighting equipment to be provided and should have been maintained in good running condition complying with the Mumbai Fire Prevention and Life Safety Measures Act.
- vii. Bidder to ensure that network, data and electricity cables are allowed to be brought into the premises offered to the Bank from outside the building from any direction without any hindrance.
- viii. Any modification by the Bank except modification to load bearing structures should be permitted, including installation of any system/equipment/gadget that is required for the functioning or safety of the Bank.
- ix. In case the RESERVE BANK OF INDIA will be the sole occupant of the premises offered, then the security will be arranged by RESERVE BANK OF INDIA.
- x. Common area, parking for cars to be specifically marked.

15. TECHNICAL EVALUATION

- I. Technical evaluation will include technical information submitted as part of technical bid, demonstration of proposed premises, reference calls and site visits, wherever required.

- II. Each bidder must meet following conditions (inability to meet any one of these conditions will lead to rejection of Bid):

| | Essential Criteria | Remarks |
|----|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| 1 | The location of the property is within 1.5 kms of the Central Office Building. | The shortest walking distance from Central Office Building will be considered for evaluating this. |
| 2 | Minimum offered carpet area of 28000 square feet. | Carpet area is defined as per Para 15 (III) |
| 3 | If the offer is of different floor/s in the same building, the offered area should comprise of entire floor/s. | No part floors will be considered. |
| 4 | The space offered is within the same building. | Buildings connected by passage will also be considered as same for this purpose. |
| 5 | Title to ownership is clear and free from any legal encumbrances. | |
| 6 | All necessary permissions for use of premises for commercial purposes are in place. | |
| 7 | Building should have a valid structural stability certificate. | |
| 8 | Building should have fire safety clearance. | |
| 9 | Presence of all functioning utilities such as water and electricity to meet Bank's requirements. | |
| 10 | Building should have provision for Central Air conditioning. | |
| 11 | Building should allow for a canteen and cooking activities. | |
| 12 | If building is on lease hold land, NOC from the owner shall be submitted. Residual lease period should be minimum 50 years | |

- III. In order to have parity of comparison and also for the purpose of payment, carpet area shall mean actual area offered which will be in exclusive possession of the Bank. The common areas such as entrance lobby, staircases, lifts and sanitary shafts, lift lobbies, common toilets, watchman room, pump room, overhead tank, generator rooms, air-conditioning plant rooms, AHU etc. will not be considered. Parking area will also not be considered for this purpose. The Architectural projections in Façade and areas

including balconies, terraces, niches, will not be considered.

- IV. The area offered by each Bidder will be verified for each Bid by the Bank. The area thus computed by the Bank will be considered for the purpose of this RFP and will be binding on the Bidder. If the Bidder does not accept the computation of area by Bank, the Bid of such Bidder will not be considered for opening of Price bid.
- V. The Bank reserves the right to evaluate the bids on below mentioned technical parameters, which may include premises visit also. Only those Bids which are found to satisfy all essential requirements as per clause II of Para 15, will be further evaluated on the basis of an evaluation matrix and assigned technical scores. Such technical evaluation and awarding of technical scores will be carried out by the Bank using the following evaluation matrix –

| Criteria | Scoring system | Remarks |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1. Whether entire building is offered for sale. | Yes – 15 points In case of part of building: If the entire area offered is on contiguous floors– 9 points If minimum 70% of the area offered is on contiguous floors – 6 point If minimum 50% of the area offered is on contiguous floors – 3 point | Carpet area offered will be considered for awarding marks in this criteria. |
| 2. Location | Within 0.5 km from Central Office – 10 points Within 0.5 to 1 km from Central Office – 6 points Within 1 to 1.5 km from central office – 2 point | |
| 3. Width of the access road | If width \geq 10 metres - 5 Points If width \geq 5 meters & < 10 meters - 2 Points | The higher width side of the building will be considered for the frontage. |

| | | |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. Availability of parking facility | Dedicated/ Reserved Parking - 5 points Adequate paid parking nearby - 1 Point | Dedicated parking means the parking within the premises or adjacent to the premises and which will form part of the registry. Maximum 2 points will be awarded if dedicated parking space is provided for 5 cars or more and on pro-rata basis for less than 5 parking slots. (eg. 1.2 points for 1 car parking, 1.4 for 2 car parking and so on) |
| 5. Corner location of building | 5 additional points if building is on corner | |
| 6. Green Building Certification | 5 point if the property offered has Green building certification. | Certification may be from any Govt. approved agencies like IGBC/GRIHA/LEED. |
| 7. Central Air conditioning | Dedicated Central AC available – 5 points Shared Central AC available – 2 points | |
| 8. Suitability of premises for office needs | Very suitable – 34 to 40 points Suitable – 24 to 33 points Not suitable leading to rejection – below 24 points | Assessment of suitability of premises shall be done by the Bank. Following factors may be considered - <ul style="list-style-type: none"> • Age/condition of the building • Repairs/renovations required • Natural lighting • Suitability of layout for Bank’s operations. • Suitability from security perspective • No. and capacity of lifts • Toilets • False ceiling • Flooring etc. |

| | | |
|--------------------------|----------------------------------------------------------------------------------------------------------|--|
| 9. Status of Land | Freehold land provided to Bank - 10 points Land on perpetual lease i.e more than 99 years – 8 points. | |
|--------------------------|----------------------------------------------------------------------------------------------------------|--|

- VI. The scores awarded by the technical officers of the Bank as per evaluation matrix shall be final and binding on all bidders. During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification/additional information on the bids received. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- VII. Only those offers which score at least 60% in Suitability criteria (point 8 of evaluation matrix) and 50% overall in technical evaluation shall be considered for opening of price bid.

16. EVALUATION OF PRICE BIDS AND FINALIZATION

- I. The Price bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- II. Bidders have to provide their price in INR per square feet of carpet area. Equipment cost will not be considered for evaluation.
- III. Bidders should note that the area computed by the Bank during the technical evaluation will be considered for final payment to successful Bidder.
- IV. The bidder with the lowest quoted per square feet of carpet area will be selected for award of this RFP

17. AWARD

- I. Bank will notify award by LOI to successful bidder. The selected bidder has to return the duplicate copy of the same to the Bank within 7 working days duly stamped and signed by authorized signatory for acknowledgement.
- II. The notification of award will constitute the formation of the contract.
- III. The successful bidder shall be required to enter into a Purchase Agreement with the Bank, within 30 days of issue of LOI or within such extended period as may be decided by the Bank.
- IV. Until the execution of a formal Agreement, the Bid document, together with the Bank's

notification of award, would constitute a binding contract between the Bank and the successful Bidder.

- V. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

18. BANK'S RIGHT REGARDING BIDS

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

19. INDEMNITY

- I. The Bidder 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 attorney's 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 Bank's authorized/bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP.
- II. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement and the provisions of this clause shall survive the termination of the RFP and subsequent Agreement.

20. NO LIABILITY

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

21. FRAUD & CORRUPT PRACTICES

- I. The Bidder and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an application 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/fraudulent/ coercive/ undesirable or restrictive practices during the Bidding Process.
- II. If a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive

practices during the Bidding Process, then the Bank may prohibit such bidder from participating in future RFP/tenders issued by it and for such period as it may deem fit.

- III. For the purposes of this Clause, the following terms shall have the meaning herein after, respectively assigned to them:
- i. “corrupt practice” means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the concession agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (b) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the letter of authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the project or the letter of authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
 - ii. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process
 - iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - iv. “Undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (b) having a Conflict of Interest; and
 - v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

22. FORCE MAJEURE

- I. The Bidder or Bank shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

- II. If a Force Majeure situation arises, the Bidder shall promptly notify Bank in writing of such conditions and any change thereof. Unless otherwise directed by Bank in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

23. DISPUTES/ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER)

- I. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- II. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties as per the above mentioned provision.
- III. The place of arbitration shall be at Mumbai.
- IV. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- V. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- VI. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Mumbai only.
- VII. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted either by facsimile transmission, if by postage then through prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

24. GOVERNING LANGUAGE

The governing language shall be English.

25. APPLICABLE LAW

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

26. TAXES AND DUTIES

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

27. NOTICES

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

28. COMPLIANCE WITH LAWS

- I. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with all laws in force or as are or as made applicable in future, pertaining to or applicable for all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- II. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- III. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

29. NON-DISCLOSURE AGREEMENT

Bidders shall submit a signed Non-Disclosure Agreement (NDA), as per [Annexure - F](#)

30. SET OFF

- I. Without prejudice to other rights and remedies available to the Bank it shall be entitled to earmark, set-off or adjust any amounts due to the Bank, under any clause of the RFP, from the selected bidder against payments due and payable by the Bank to the selected bidder/Service Provider.
- II. The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

Annexure – A

To be submitted as part of technical bid
To be on letter head in case of registered entity

The Chief General Manager –In-Charge
Reserve Bank of India
Premises Department
Central Office
5th Floor, Central Office Building
Shahid Bhagat Singh Road
Fort, Mumbai-400001
Dear Sir,
Ref: RFP dated March 6, 2020

- I. I / We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank. I / We shall abide by the terms and conditions spelt out in the RFP. I / We shall participate and submit the commercial bid on the date advised to us.
- II. While submitting this bid, I / We certify that:
 - i. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - ii. Prices submitted by me / us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - iii. The prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - iv. I / We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
 - v. The rate quoted in the price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- III. If our offer is accepted, I / We undertake to hand over the possession of premises to the Bank as specified in this RFP.
- IV. I / We agree to abide by all the terms and conditions of this RFP, and the rates quoted therein by us for the premises to be provided to the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
- V. I / We certify that I / We have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by

us in our bid document.

- VI. It is further certified that the contents of our bid are factually correct. I / We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.
- VII. I / We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- VIII. If our bid is accepted, I / We undertake to enter into and execute, when called upon by the Bank to do so, a contract as per the RFP and I / We shall be jointly and severally responsible for the due performance of the contract.
- IX. The name(s) of successful bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful bidder(s).
- X. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of 2020

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

Duly authorized to sign and Bid for and on behalf of

Seal (in case of registered entity)

Annexure - B

(To be submitted as part of technical bid)

BIDDER'S ELIGIBILITY CRITERIA

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

| | Eligibility Criteria | Response/Compliance | Documents to be submitted |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Location: Within 1.5 km radius from Central Office Building of Reserve Bank of India in Fort, Mumbai | | Independent verification by Bank. |
| 2. | Area offered. Minimum 28000 sq. ft carpet area should be ready at the time of submission of bid to enable the Bank to occupy as per timelines mentioned in schedule of events. | | Site Plan, approved layout plans from statutory body, brochure of the premises. Photographs and certificate by architect. |
| 3. | Office space offered is in Single Building Entire floors are offered in case different floors in the same building. | | Approved floor layout plan. |
| 4. | Title to ownership is clear and free from any legal encumbrances. | | Copy of the Occupation Certificate and all relevant ownership documents with supporting documents. POA and/or consent form from the owner/ majority stake owner if the bidder is not the owner. |

| | | | |
|-----|------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------|
| 5. | All necessary permissions for use of premises for commercial purposes are in place. | | Relevant documents from statutory authorities. |
| 6. | Structural stability Certificate. | | Relevant certificate from Govt. approved Structural Consultant to be enclosed. |
| 7. | Fire safety clearance and adequate firefighting equipment. | | Valid certificate from fire authorities |
| 8. | Electrical power with adequate load for exclusive use by Reserve Bank of India. | | Document from electricity company for sanctioned load. |
| 9. | 24x7 running water supply. | | Municipal documents and bills as applicable. |
| 10. | Building has provision for air-conditioning. | | Any document available with the Bidder. Also there will be independent verification by Bank. |
| 11. | Presence or provision for Kitchen/Canteen along with necessary approvals. | | Documents detailing necessary approvals from concerned authorities. |
| 12. | Whether property offered is freehold or on long term lease. | | NOC in case of leasehold land/building. Copy of the lease deed. |
| 13. | All annexures of this RFP duly filled. | | As per Annexures |
| 14. | The bidder, if selected, will agree to the terms and conditions of Sale Agreement based on RFP terms | | Undertaking as given by the bidder as per Annexure - A |

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

Annexure - C

(To be submitted as part of technical bid)

DETAILS OF PREMISES OFFERED FOR SALE

With reference to your advertisement on March 06, 2020 we hereby offer following space for sale:

1. Details of Owner

Name:

Address:

Mobile No.:

Fax No.-

E-mail address

Name of Contact Person

Status of the Owner:

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

2. Does the property have clear and marketable title: _____ (Yes/No)

3. Details of the property:

Address of the property (with nearby landmark):

Use of property: _____ Commercial / Industrial

Level of floors at which premises are offered:

Area of premises offered (floor Wise):

Floor Plate area: _____ sq. ft.

Car parking space/slots offered (indicate number of cars):

In order to have parity of comparison and also for the purpose of payment, carpet area shall mean actual area offered which will be in exclusive possession of the Bank. The common areas such as entrance lobby, staircases, lifts and sanitary shafts, lift lobbies, common toilets, watchman room, pump room, overhead tank, generator rooms, air-conditioning plant rooms, AHU etc. will not be considered. Parking area will also not be considered for this purpose. The Architectural projections in Façade and areas including balconies, terraces, niches, will not be considered.

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

_____ Sq. ft. (in figures)

_____ (in words)

4. Total sanctioned electrical load is: _____ kW

Provision for Additional power requirement: _____ kW

5. Whether Structural Stability Certificate obtained: _____ (Yes/No)

If yes then date of Certificate: _____
(Certificate shall be from licensed structural engineer)

6. Detail of site:

Tenure of the land: _____ (Freehold/Leasehold)

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

Size of the plot

Road Frontage in meters: _____

Depth in meters: _____

Ground Coverage:

Open area:

7. Source of water supply to the building:

8. Any establishment easements regarding right of way/passing for mains of water/electricity:

9. Does the site or portion fall within –

Railway land: _____ (Yes/No)

National highway: _____ (Yes/No)

10. Whether Overhead Cable: _____ (Yes/No)

Underground cable: _____ (Yes/No)

11. Details of locality (indicate residential/commercial/industrial):

Locality's proximity to the following places in Kms:

Metro/Railway Station: _____ kms

Hospitals: _____ kms

Bus stop: _____ kms

Airport: _____ kms

12. Details of boundary and adjacent buildings:

North:

East:

South:

West:

13. Common facilities provided:

Car parking: _____ nos.

Two Wheeler parking: _____ nos.

No. of Lifts: _____

Generator back up: _____ (Yes/No)

Capacity of Generator: _____

Firefighting arrangements: _____ (Yes/No)

14. Name of the Architect of the project with Address:

15. Any other special features of the building:

16. List of equipment [Attach separate sheet(s) if needed] in following format –

| S. No. | Equipment Details | Year of purchase | AMC – Yes or No. (If Yes provide details including of vendor. |
|---------------|--------------------------|-------------------------|----------------------------------------------------------------------|
| | | | |
| | | | |
| | | | |

Place:

Date:

Signature of the Owner
or
Authorized Signatory with Name & Seal

Annexure - D

(To be submitted as part of technical bid)

CERTIFICATE/UNDERTAKING FROM THE OWNER

I/We _____ (Name) or M/s. _____ (Name of the Company/Body/Firm etc.) hereby confirm that I/we are the owner(s) of the Premises as described at _____ (Address) and are legally entitled to contract for the sale/ lease of subject premises.

Signature of the Owner

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

Signature of Owner (with seal if applicable)

I/We further declare, confirm and undertake:

- I. That the property has clear marketable title free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature.
- II. That the drafts of all documentation which may be finalized by the Bank and its solicitors/lawyers shall be final and binding on me/us.
- III. I/We am/area ware that t h e Bank is not bound to accept the lowest or any or all the Tenders and will not be required to give any reason for rejecting any Tender.
- IV. That the car parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the sale deed before execution of the sale deed or a letter authorizing the said use will be provided to us.
- V. The form which is downloaded from the website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.
- VI. That all the terms and conditions specified in this Tender Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.
- VII. That there is no mention of any financial details in the Technical Bid or anywhere else other than Financial Bid, and that there are no technical and commercial conditions in Financial Bid.
- VIII. That the following documents as per the requirement of the Bank or its legal team will be provided:
 - Sale deed or any other title documents through which the offered premises was purchased by me/us earlier.
 - All original chain of documents pertaining to the premises.
 - Latest Receipt of payment of Electricity Bill and any other charges

- Non-encumbrance Certificate and any other document required.

IX. My/our offer is open for acceptance for a period of 180 days from the date of opening of technical bids. If required, the validity period may be extended on mutual agreement with Bank, in case my/our offer being considered for final shortlisting.

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

Name of the signatory:

Place:

Date:

Signature of Owner (with seal if applicable)

Annexure - E

(To be submitted as part of technical bid)

PRE-CONTRACT INTEGRITY PACT

1. General

This pre-bid pre-contract Agreement (hereinafter called the "Integrity Pact") is made on _____ day of the month of _____, 2020 between, on one hand, the Premises Department, Reserve Bank of India acting through Shri M. M. Majhi, Chief General Manager-in-Charge, Premises Department, Mumbai (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and Mr/Ms _____ or M/s _____ represented by Mr / Ms _____,(Add designation of the Bidder) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to receive offers for sale of office space as per the RFP _____ and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a/an _____(please indicate category e.g. Individual/HUF/Partnership/LLP/Company, etc.) constituted in accordance with the relevant law in the matter and the PRINCIPAL is a statutory body performing its functions under the Reserve Bank of India Act, 1934 and other relevant legislations.

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 receive the desired services 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 BIDDER 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:

2. Commitments of the PRINCIPAL

- I. 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, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- II. 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.
- III. 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.
- IV. 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 BIDDER

- I. 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:-
- II. 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, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- III. The BIDDER further undertakes and declares/represents that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage

or inducement to any official of the 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 the PRINCIPAL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PRINCIPAL

- IV. BIDDER shall disclose in writing the name and address of representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- V. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose in writing payments, if any, he has made / is committed to or intends to make to officials of the PRINCIPAL or their family members or any other intermediaries in connection with the contract or otherwise and the details of services agreed upon for such payments.
- VI. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- VII. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- VIII. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, without written consent of the PRINCIPAL. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- IX. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- X. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- XI. 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 in writing by the BIDDER at the time of filing of tender.
- XII. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 of India.

- XIII. 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

4. Previous Transgression

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

5. Earnest Money

While submitting the Bid in the main tender, the BIDDER shall deposit an amount as may be specified by the PRINCIPAL in the main tender (as Earnest Money/Security Deposit) with the / PRINCIPAL through instruments, the detail of which along with the amount will be notified by the PRINCIPAL in the main tender.

6. Sanctions for Violations

- I. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-
 - a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
 - b. The Earnest Money Deposit (in pre-contract stage) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
 - c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - d. 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.

- e. 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.
 - f. To debar the BIDDER from participating in future bidding processes of the PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
 - g. To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker or any other intermediary with a view to securing the contract. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
 - h. 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.
- II. The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6 (I)(a) to 6 (I)(i) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- III. 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 Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

- I. The PRINCIPAL has appointed Mr. Jayant Kumar Banthia, Office of the Chairman SICOM, Mumbai, as the Independent monitor (hereinafter referred to as Monitor) for this Pact.
- II. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- III. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- IV. Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- V. 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.
- VI. 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-consultants. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER /Subcontractor(s) with confidentiality.
- VII. 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.
- VIII. The Monitor will submit a written report to the designated Authority of PRINCIPAL 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.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL, i.e., Mumbai, India.

10. Other Legal Actions

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

11. Validity

- I. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER, including warranty period, whichever is later. In case a BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of its execution.
- II. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

PRINCIPAL
 Name of the Officer
 Designation
 Reserve Bank of India
 Premises Department

BIDDER
 Name of the Authorised Signatory
 Designation
 Name of the Applicant

Witness:
 1. _____
 2. _____

Witness:
 1. _____
 2. _____

Annexure – F

(To be submitted as part of technical bid)

Non-Disclosure Agreement

I,(Name of the Bidder), hereby agree to abide by the following conditions
-

- a) The Bidder shall treat all documents, information, data and communication of and with the Bank as confidential.
- b) Successful Bidder shall not, without the Bank’s prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings/designs furnished by or on behalf of the Bank to any person other than the person(s) employed/designated by the Bidder for the purpose of performance of this RFP.
- c) Further, any such disclosure to any such person employed by the Bidder shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.
- d) The Bidder shall not, without the Bank’s prior written consent, make use of any document or information mentioned in these conditions of the RFP except for the sole purpose of performing this RFP.

.....
(Signature, name and address of the Bidder or Bidder’s executive/representative duly authorized to sign on behalf of the Bidder)

For and on behalf of
(Name and address of the Bidder)

(Seal of the Bidder)

Annexure - G

(To be submitted as part of technical bid)

SELF-DECLARATION - NO BLACKLISTING

In response to the RFP dated 06/03/2020 for purchase of office premises, as an Owner/Partner/Director/Authorized Signatory of _____, I/We hereby declare that presently I/our company/firm _____, at the time of bidding: -

- I. Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- II. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- III. Is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- IV. Does not have any previous transgressions with any entity in India or any other country during the last five years.
- V. Does not have any debarment by any other procuring entity
- VI. Is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- VII. Does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- VIII. Will comply with the code of integrity as specified in the bidding document.
- IX. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable laws, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Signature:

Seal of Company (if applicable)

Annexure - H

Pre-Bid Query Format
(To be provided strictly in Excel format)

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

Annexure - PB

(To be uploaded as part of Cover 2 – Price Bid)

RFP FOR PURCHASE OF OFFICE PREMISES IN SOUTH MUMBAI.

With reference to your advertisement in the local dailies/website (www.rbi.org.in), I/We offer following equipment along with the premises for sale to Bank at the rate mentioned below and on the terms and conditions mentioned in our offer in response to Bank's RFP:

| S. No. | Equipment details (as given in point 16 of Annexure C) | Cost |
|--------|-------------------------------------------------------------------------|------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

(Add rows as required)

Place:

Date:

Signature of the Owner/s

or

Authorized Signatory with Name & Seal