



## REQUEST FOR PROPOSAL

### FOR SCANNING AND INDEXING OF DRAWINGS/DOCUMENTS

Reserve Bank of India issues RFP inviting eligible bidders as per the terms of this RFP to bid for the work of scanning and indexing of architectural and other documents as per the scope of the work defined in this RFP

#### SCHEDULE OF E-TENDER

Item	Description
e-Tender/ e-Quotation no	<b>RBI/Central Office/Premises Department/2/20-21/ET/124</b>
Mode Of Tender/ Quotation	e-Procurement System (Online Part I - Techno-Commercial Bid and Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
Date of NIT available to parties to download	From 6:00 PM on September 3, 2020
Pre-Bid meeting	<b>Queries will be received upto 1700 hrs on September 14, 2020 on the following email ID:</b> <a href="mailto:helppremises@rbi.org.in">helppremises@rbi.org.in</a>
Earnest Money Deposit	Rs. 16,000 /- by following modes:  1) NEFT A/c. No – 41869163273 IFSC Code – RBIS0COD001 A/c. Name – Reserve Bank of India  Or  2) Demand Draft (DD) favoring “RESERVE BANK OF INDIA” payable at Mumbai.  Or  3) Bank Guarantee in favor of Reserve Bank of India
Last date of submission of EMD	Till 2:00 PM on October 05, 2020
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	11:00 AM of September 04, 2020
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	2:00 PM on October 05, 2020
Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	4:00 PM on October 05, 2020

Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	
Transaction Fee	To be charged by MSTC Ltd.  Payment of transaction fee will be through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

# RESERVE BANK OF INDIA

## REQUEST FOR PROPOSAL



## FOR SCANNING AND INDEXING OF DRAWINGS/DOCUMENTS

Dated – September 03, 2020

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## SCHEDULE OF EVENTS

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 September 3, 2020 on following links –  RFP and other information may be downloaded from Bank's website <a href="https://www.rbi.org.in">https://www.rbi.org.in</a>  or  Bank's e-tendering portal: <a href="https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp">https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp</a>
Last date for requesting Clarification (pre-bid queries)	Up to 5:00 PM on September 14, 2020 All communications regarding points/queries requiring clarifications shall be given in writing or by-mail as above
Pre - bid Meeting  (due to COVID-19 restrictions, only online Pre-Bid meeting will be conducted)	From 3:00 PM on September 15, 2020 -  Link for the meeting can be obtained by sending an email request to the e-Mail ID given in the Contact details. The request should be received by 1:00 PM on the day of the meeting.
Date from which the Bidding starts on the e-tender portal	11:00 AM on September 04, 2020
Last date and time for Bid Submission	By 2:00 PM on October 05, 2020
Submission of bids	The bids are to be submitted on the MSTC portal only.
Date and time of opening of Technical Bids	4:00 PM on October 05, 2020
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.
Tender Fee	Bidders will be required to pay the service fee to MSTC Ltd for use of their portal.

Earnest Money Deposit	Rs. 16,000/-  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 as specified in this RFP.
Validity of offer from the date of opening of technical bid	90 days
Timeline for completing the work	120 days from the date of issue of Letter of Intent by the Bank.
Terms of payment	As per Para 17 of RFP

## PART - 1

### 1. INVITATION TO BID

- I. RESERVE BANK OF INDIA (herein after referred to as **BANK**) is the Central Bank of the Nation. Bank's Architect's Wing has permanent record of all the "As Built" drawings of the Bank's projects as forwarded by the respective RBI offices on completion of a project. This record is in the form of blue prints, paper tracings, cloth tracings, RTF (Reproducible Tracing Film) and has to be scanned such that they can be duplicated for submission to any authority as required. The Bank intends to outsource the work for scanning and indexing of architectural drawings and documents.
- II. This Request for Proposal (RFP) is issued by the Bank inviting Individuals/ HUF/ Partnership Firms/ LLP/ Companies which are eligible as per the terms of this RFP to bid for the work of scanning and indexing of architectural and other documents as per the scope of the work defined in 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. **"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 below. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

- i. Bidders should have at least 5 years of experience (eligible work should have been completed on or before August 31, 2015) in carrying out scanning and indexing work similar to that described in Para 5 of this RFP.
- ii. Bidder should have successfully implemented similar work (similar to as described in Para 5 of this RFP) during last 5 years (eligible work should have been completed after August 31, 2015) as under:
  - o 3 similar works, each costing not less than Rs. 3.2 lakh; or
  - o 2 similar works, each costing not less than 4 lakhs; or
  - o 1 similar work, not costing less than 6.4 lakh.
- iii. Bidder should have minimum annual turnover of Rs. 8 lakhs during last 3 financial years.
- iv. Bidders should have the personnel, capability and machinery to scan drawings of all sizes ranging from A0 to A4 and to generate the hyperlinked index to the drawings in Excel format.
- v. Bidders must have offices and work premises in Mumbai, Thane or Navi Mumbai.

## 5. SCOPE OF WORK

- I. The drawings to be scanned are available in various sizes ranging from A0 to A4. There are approximately 20,000 drawings (Details in Part – 2). These are **anticipated quantities** and the payments shall be made on actual quantity of work done as certified by the Bank's Architectural wing.
- II. These drawings are to be scanned with appropriate scanning machines capable of scanning larger drawings such that they are available on Hard disk for record and retrieval.
- III. The cataloguing and indexing of these scanned drawings is to be done project wise creating a user friendly database with an index in searchable excel format.
- IV. The entire work shall be undertaken by selected Bidder **within the premises of Reserve Bank of India (Mumbai)**. The hardware requirements like appropriate scanners, trained personnel, workstations and computers for completing the task shall be arranged by the vendor and brought to the worksite. All costs for transportation and set up of such equipment shall be borne by the selected Bidder.
- V. The selected bidder is to make necessary arrangements for setup of scanning center within Reserve Bank of India premises as indicated by Tendering authority. The selected bidder shall be responsible for obtaining the required security passes and all necessary permissions for working during the working hours from the concerned officials of the Bank

- VI. The resources deployed shall be such as to complete the work within the specified period of **120 days** i.e at a minimum of 250 drawings/documents per working day including indexing.
- VII. 2 Hard Disks of minimum 2TB storage capacity are to be handed over with the Data.
- VIII. The drawings shall be provided in batches by the authorized personnel of Bank as per the agreed schedule. Before handover of drawings, it shall be ensured that a proper list of drawings is prepared indicating the size of each drawing.
- IX. The drawings shall be handed over in “as-is” condition. Wherever necessary, documents are to be repaired/cleaned to bring them to acceptable visible limits. This is to be done onsite and without destroying the documents.
- X. Scanning should be executed in 200 dpi, Black & White/Color for every image and saved in multi-page PDF format (i.e. single PDF file for every document). These PDFs are to be transferred to Hard Disks procured specifically for this purpose.
- XI. After transferring to Hard disk, a cross referenced index in Excel format is to be prepared, hyperlinking straight to the drawings on Hard Disk. (Sample CD prepared for BKC Office some years ago is available with Architect’s Wing)
- XII. Selected Bidder shall deploy a dedicated team of at-least 3 employees with police verification who shall be responsible for handling of drawings and carrying out the work. Further, they shall comply with all RBI security guidelines while in the RBI premises.
- XIII. The selected bidder’s QC team shall check and certify 100% documents for correctness and accuracy of scale. Bank will carry out test checks, for which hard copy plots shall be submitted as demanded.
- XIV. The selected bidder shall be responsible for taking workmen compensation policy and CAR (Contractor’s All Risk) insurance policies related to the work.

## 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 - E](#) by e-mail provided in 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 bidder/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.
- V. Any modification/amendment to this RFP shall be made available by Bank by way of corrigendum/addendum which shall be placed on Bank's website. Interested parties/bidders are advised to check the RBI website regularly till the last date of submission of bid document specified in the schedule of event 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.
- VI. 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 bidders in response to this RFP shall become property of the Bank. Incomplete information may lead to non- consideration of the proposal.

## 8. EARNEST MONEY DEPOSIT (EMD)

- I. The Bidder shall furnish EMD of Rs. 16000 along with Technical Bid.
- II. Any Bid not accompanied by EMD for the specified amount 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 completion of work.

(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.

V. The Earnest Money Deposit paid by the successful bidder will be released after award of work on submission of Performance Bank Guarantee. The Performance Bank Guarantee shall be retained by the Bank till the completion of Defect Liability Period.

VI. No interest is payable on EMD.

VII. 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;
- iii. if a Bidder, after opening of Price Bid, deviates from his offer or modifies the terms and conditions thereof.

VIII. 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](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. Bidder must submit an undertaking indicating the machinery /scanners available with them for this work.
  - v. The firm must give an undertaking that implementation/support would be undertaken only by employees of the firm and not to sub-contractors.
  - vi. The bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical bid as prescribed by the Govt. of India ([Annexure-B](#)) 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.
  - vii. All documents substantiating the eligibility criteria such as IT returns for last 3 years, work certificates etc.
  - viii. Bank Details on letter head, PAN card, GST registration certification and Company registration certificate, LLP registration certificate, registered partnership deed etc., as the case may be.
  - ix. [Annexures C](#) and [D](#) duly filled in.
- II. The Cover 2 is the Price Bid. The prices for all items are required to be entered in the portal as per the format given therein. Following should be kept in mind while quoting the prices:
- i. Prices shall be inclusive of all taxes.
  - ii. Prices are to be quoted in Indian Rupees only.
  - iii. If the Bidder intends to quote any sum under the item 'Any Other Charges' on the portal, then lumpsum price inclusive of taxes shall be quoted on the portal. The details of the amount under 'Any other charges' shall be provided as per the format given in Part – 2. Bidder shall also follow the directions provided in Part 2.
- 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.
- x. 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, 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.

IV. 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.

## 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.

## 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 **90 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

Willful misrepresentation of any fact 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. BID OPENING

- 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.
- II. In the first stage, only technical bids will be opened and evaluated which includes eligibility criteria.
- III. Technical evaluation will include technical information submitted as part of technical bid, demonstration of equipment, reference calls and site visits, wherever required.
- IV. Proposals of such bidders satisfying eligibility criteria and which agree to comply with all the terms and conditions specified in the RFP shall become eligible for Price bid opening and further RFP evaluation process.
- V. If a Bid is not responsive, it may be rejected by the Bank. 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.
- VI. The Price bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- VII. The bidder with the lowest evaluated price will be selected for award of this RFP

## 15. AWARD OF WORK

- 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 an Agreement with the Bank, within 10 days of issue of LOI or within such extended period as may be decided by the Bank.
- IV. The agreement shall include all the terms and conditions mentioned in this RFP and shall specify the detailed modalities for the execution of work. It shall include the names of the authorized personnel of Bank for issuing the drawings, certifying the work and the dedicated team of the selected vendor for carrying out the work.
- V. 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.
- VI. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee (As per format in [Annexure – F](#)) through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 5% of the contract value within 15 days of receipt of LOI. Performance Bank Guarantee should be valid up to 120 days beyond contract completion date.
- VII. 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.

## 16. TIMELINES AND DEFECT LIABILITY PERIOD

- I. The timeline to complete the work as specified in this RFP shall be 120 days. This period shall be reckoned from 10th day of issue of Letter of Intent by the Bank.
- II. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence. If the selected bidder fails to complete the work within the specified period, he shall be liable for liquidated damages @ 0.25% of the contact value per week of delay subject to a maximum of 10% of the contract value
- III. The defect liability period shall be 90 days. This period will commence from the date of actual completion of work. Any defects/issues/problems arising during the Defect Liability Period shall be rectified by the selected bidder at no additional cost.
- IV. Contractor shall ensure that Performance Bank Guarantee shall remain valid during the entire Defect Liability Period.
- V. The Performance Bank Guarantee shall be retained by the Bank till the completion of Defect Liability Period. Further, it shall be released only upon the resolution of defects/issues to the satisfaction of Bank.

## 17. PAYMENT TERMS

- I. Vendor shall raise tax invoice after completion of every calendar month for the total work done during that calendar month.
- II. Bank shall make the payment for certified work done during the calendar month for which the invoice pertains, within 15 days of the receipt of the invoice.
- III. Bank shall make the payment after deduction of applicable statutory deductions such as TDS (IT), TDS (GST) etc. from each payment.

## 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. INSURANCE

- I. The contractor shall take the following insurance policies for the work in the joint names of the Bank and the contractor (Bank's name being first) for the full contract value. The duration of the policies shall be from the schedule date of start of work till virtual completion of work.
  - Workmen compensation policy for the employees of the contractor at site.
  - Third party liability policy for a total of Rs 20 lakhs and with a limit of Rs 5 lakh per accident.
  - Contractors All Risk policy.
- II. If the above policies are not submitted by the contractor, the Bank reserves the right to take the above insurance policies and recover the cost of insurance along with the administrative charges from the contractor.

## 20. 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.

## 21. 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.

## 22. 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.

### 23. 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.

### 24. 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.

## 25. GOVERNING LANGUAGE

The governing language shall be English.

## 26. 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.

## 27. 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 Agreement as a result of this RFP process shall be borne by Bidder.

IV. The bidder must have a valid PAN.

## 28. 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.

## 29. COMPLIANCE WITH LAWS

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.

## 30. NON-DISCLOSURE AGREEMENT

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

## 31. 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

<p><b>To be submitted as part of technical bid</b> <b>To be on letter head in case of registered entity</b></p>
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The Chief General Manager  
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 September 03, 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 carry out the work 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 services 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. 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)

### 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 \_\_\_\_\_, 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 the scanning and indexing work 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 – C**

**(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 - D

(To be submitted as part of technical bid)

### SELF-DECLARATION - NO BLACKLISTING

In response to the RFP dated \_\_\_\_\_ for scanning and indexing work, 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 - E

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

<b>Bidder Name</b>	<b>Sl. No</b>	<b>RFP Page No</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query/Suggestions</b>

## Annexure - F

### PROFORMA for PERFORMANCE BANK GUARANTEE

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Shri \_\_\_\_\_,  
CGM-in-Charge –in -charge  
Reserve Bank of India,  
Premises Department,  
Central Office, Mumbai-400 001

Dear Sir,

Name of Work : Scanning And Indexing Of Drawings/Documents

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof

or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

5. Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
6. Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) .
7. Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
8. This guarantee shall remain in force up to (30 days beyond the work completion period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
9. Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) 2020 being herewith duly authorized.

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1

Signature .....

Name .....

Address .....

Witness 2

Signature .....

Name .....

Address .....

## PART - 2

### Schedule of Quantities

S. No.	Description	Quantity	Unit	Rate	Amount
1	A0 size document/drawing	10000	No.		
2	A1 size document/drawing	7900	No.		
3	A2 size document/drawing	2000	No.		
4	A3 size document/drawing	50	No.		
5	A4 size document/drawing	50	No.		

(These are approximate quantities. Actual quantity may vary)

2. The prices for the above items are to be quoted in the Price Bid module on the portal in the format provided therein. It is to be noted that on the portal, per unit rate of scanning is to be quoted inclusive of taxes.

3. Price Bid module of e-tendering portal contains a 6<sup>th</sup> item titled “Any other charges”. If the Bidder does not intend to quote anything under it, then it is to be filled as ‘0’ (zero). However, in case the Bidder intends to quote any sum under the item ‘Any Other Charges’ on the portal, then lumpsum price inclusive of taxes shall be quoted on the portal. The details of the amount under ‘Any other charges’ shall be provided in the following format –

Details of the amount quoted under ‘Any other charges’					
S. no	Description	Unit	Price	Tax	Total
<b>Grand Total</b>					

It is to be noted by Bidders that:

- I. Grand Total shall match with the amount quoted on the Portal.
- II. These details are to be provided only in case any amount is quoted under the item ‘Any other charges’.
- III. These details shall be provided in the form of a signed/stamped PDF file.
- IV. The details are to be uploaded **strictly as part of ‘Price Bid’ or Cover 2**. If these are uploaded with ‘Technical Bid’ documents or Cover 1, then the bid shall be rejected for such bidder.