

भारतीय रिज़र्व बैंक
प्रस्ताव के लिए अनुरोध



पर्यवेक्षक महाविद्यालय के लिए मुंबई में एक ऐसा कार्यालय परिसर,
जिसमें शिक्षा संबंधी सुविधाएं एक स्थान पर उपलब्ध हों, को पट्टे पर
लेना

दिनांक – 14-02-2023

यह दस्तावेज भारतीय रिज़र्व बैंक की संपत्ति है। आरबीआई की लिखित अनुमति के बिना इसे किसी भी माध्यम (इलेक्ट्रॉनिक या अन्य) पर कॉपी, वितरित या रिकॉर्ड नहीं किया जाना चाहिए। इस दस्तावेज में दी गई सामग्री का उपयोग इसमें निर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए अधिकृत कर्मियों/एजेंटों द्वारा भी सख्त रूप से निषिद्ध है क्योंकि इसे कॉपीराइट का उल्लंघन माना जाएगा जोकि, भारतीय कानून के तहत दंडनीय होगा।

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Contact Details

NIT(Notice Inviting Tender) No.	RBI/Central Office/DBS/7/22-23/ET/647
Contact Person (RBI)	Shri D. Panmei Deputy General Manager Department of Supervision, Central Office Reserve Bank of India
Address of Communication	Director, College of Supervisors, Department of Supervision, Reserve Bank of India, C-9, 1 st floor Bandra Kurla Complex Mumbai-400051
Email Address	cos@rbi.org.in
Contact Number	022-26570112
Contact Person (MSTC)	Shri Manas Mallick, Senior Manager manas@mstcindia.co.in Landline - 022 22872011 Mobile – 9831108435

SCHEDULE OF TENDER

e-Tender No. / Event No.	RBI/Central Office/DBS/7/22-23/ET/647
Title of Request for Proposal (RFP): -	Lease of office space along with Learning Amenities in Mumbai
Details of issuing Department	Director, College of Supervisors, Department of Supervision, Reserve Bank of India, C-9, 1 st floor, Bandra Kurla Complex Mumbai-400051
Mode and (NIT) number of RFP-	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through MSTC web portal - https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp The bidders, who intend to bid, are required to submit their offer electronically through this e-tendering portal. No physical bid would be accepted by RBI.
Date of publication of e-Tender through Procurement Portal	RFP/Bid documents will be available for download from 1100 hrs on 14-02-2023 on following links – https://www.rbi.org.in or e-tendering portal: https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp
Last date for requesting Clarification (pre-Bid queries)	1700 hrs on February 27, 2023 All communications regarding points/queries requiring clarifications should be sent by e-mail at the following email id: cos@rbi.org.in
Pre-Bid meeting	1100 hrs on Mar 01, 2023 Venue: College of Supervisors, Reserve Bank of India, C-9, 1 st floor, Bandra Kurla Complex Mumbai-400051

Tender Fee	Nil. However, Bidders will be required to pay the service fee to MSTC Ltd for use of their portal.
Earnest Money Deposit – EMD amount should be submitted before close date and time of tender.	₹.6,00,000/- EMD amount can be paid through NEFT A/c. No – 41869163208 IFSC Code – RBIS0COD001 A/c. Name – Reserve Bank of India
Address for submission of EMD	Director, College of Supervisors, Department of Supervision, Reserve Bank of India C-9, 1 st floor Bandra Kurla Complex Mumbai- 400051
Forfeiture of EMD	EMD shall be forfeited if the successful bidder fails to execute and register the lease deed within 45 days from the date of issuance of LOI.
Date of Starting of e-Tender for submission of Online bids at http://www.mstcecommerce.com/eproc/home/mstc	1100 hrs on February 14, 2023
Date and time of closing of Online e-tender for submission of bids	1100 hrs on March 08, 2023
Date & time of opening of Part –I (Technical bid)	1500 hrs on March 08, 2023 Price bids of eligible parties would be opened on a subsequent date after giving notice to the eligible bidder/s.
Price validity from the date of opening of financial Bid	180 days
Site visit by Evaluation Committee	This will be communicated separately
Timeline for handing over the complete possession of premises	The successful Bidder is required to complete the execution and registration of the lease deed within 45 days from the date of issue of Letter of Intent (LoI). At the time of registration of lease deed, the successful bidder is required to handover the vacant and peaceful possession of the property to the Bank.

1. INVITATION TO BID

- I. RESERVE BANK OF INDIA (herein after referred to as **BANK**), India's Central Bank, intends to take on lease office space along with learning amenities in Mumbai preferably near its existing establishments for its College of Supervisors (CoS) at Mumbai.
- II. This Request for Proposal (RFP) is issued by the Bank inviting Individuals/HUF/Partnership Firms/LLP/Companies which are owner/POA Holder or authorized representative of owner for acquisition of office premises along with the learning amenities (**minimum carpet area of 5000-6000 sq. ft.**) on lease in Mumbai. It should be well located with connectivity to Mumbai Airport as well as Railway Stations.
- 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. The eligible bidders adhering to Bank's requirements outlined in this RFP, are invited to submit their technical and commercial bid proposal in response to this RFP. The criteria and the process of evaluation of the bid proposals 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 the 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 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/individual submitting the bid in response to this RFP and shall include its legal heirs, successors and assigns.
- II. **"Bid"** means the submission of response to this RFP on MSTC portal.
- III. **"EMD"** means Earnest Money Deposit.
- IV. **"Lease 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. GUIDELINES FOR e-PROCUREMENT

Bidders are requested to read and understand the terms & conditions of this RFP before submitting their bid online at MSTC portal.

Process of RFP (Bid Submission on MSTC):

Registration: The process involves Bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the Bidder can submit its bids electronically. Electronic Bidding for submission of Techno-Commercial/Price Bid will be done online. The Bidder should possess Class III signing type Digital Certificate. The Bidder must make their own arrangement for bidding from a PC connected with internet. Bank or MSTC is not responsible for making such arrangement and no claim for making such arrangement shall be entertained.

Bids will not be accepted without Digital Signature.

I. Guidelines for Registration:

The Techno-Commercial Bid and Price Bid must be submitted online through web portal www.mstcecommerce.com/eprochome/rbi

- a) Bidders are required to register themselves online with www.mstcecommerce.com
=> e-Procurement => PSU/Govt depts. => Select RBI Logo => Register as Vendor
=> Filling up details and creating own user id and password => Submit.
- b) Bidder will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, Bidder may contact Bank / MSTC before the scheduled time of opening of bids.

II. System Requirements:

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet browser
- c) Signing type: Digital Signature
- d) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system
- e) To disable "Protected Mode" for DSC to appear in the signer box, following settings may be applied.
 - Tools => Internet Options => Security => Disable protected Mode If enabled- i.e. Remove the tick from the tick box mentioning "Enable Protected Mode" Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history / Delete Browsing History” => Temporary Internet Files => Activate

“Every time I Visit the Webpage”

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools => Internet Options => custom level (Please run IE settings from the page www.mstcecommerce.com once)

III. Transaction fee:

The Bidder shall pay the transaction fee as applicable using “**Transaction Fee Payment**” link under “My Menu” in the Bidder login. The Bidders must select the particular RFP from the event dropdown box. The Bidder shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the Bidder shall generate a challan by filling up a form. The Bidder shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the Bidder shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the Bidder shall be receiving a system generated e-mail. **Transaction fee is nonrefundable.** The Bidder will not have the access to online e-Tender (RFP) without making the payment towards transaction fee. Bidders are advised to remit the transaction fee well in advance before the closing time of the event to give themselves sufficient time to submit the Bid.

IV. Submission of RFP

The Bidders are required to ensure that their e-mail ID provided is valid and updated at the time of registration with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). The ‘Techno-Commercial Bid’ and the ‘Price Bid’ shall have to be submitted online as per formats given at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on specified date and time as given in the RFP.

RFP cannot be accessed after the due date and time mentioned in Notice Inviting Tender (RFP).

- a) The process involves Electronic Bidding for submission of 'Technical Bid' and 'Price Bid'.
- b) The Bidders who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) The Bidder should have running JAVA application in their PC. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Technical Bid'. If this JAVA application does not run, then the Bidder will not be able to save / submit the 'Technical Bid'.
- d) After filling the 'Technical Bid', Bidder must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, Bidder must click on "save" to record the 'Price Bid'. After both the 'Technical Bid' & 'Price Bid' have been saved, Bidder must click on the "Final submission" button to register the bids.
- e) Pages of Part I (Technical Bids) of the RFP where details shall be filled in and signed, shall be downloaded from the uploaded RFP documents, details filled in, signed and uploaded. Bidders are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- f) In all cases, Bidders are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids, otherwise the same will not be accepted by the system.
- g) During the entire bidding process, the Bidder will remain completely anonymous to one another and also to everybody else.
- h) The e-tender shall remain open from the pre-announced date & time and for duration as mentioned above.
- i) All electronic bids submitted during the bidding process shall be legally binding on the Bidder. Any Bid will be considered as the valid Bid offered by that Bidder and acceptance of the same by the Bank shall form a binding contract between Bank and the Bidder.

- j) The Bank reserves the right to cancel or reject or accept or withdraw or extend the RFP in full or part, without assigning any reason thereof.

Submission of Bid in the RFP by any Bidder confirms acceptance of terms & conditions for the RFP. Any order resulting from this RFP shall be governed by the terms and conditions mentioned therein.

Bidders are advised to read the “Vendor guide” and see the video in the page www.mstcecommerce.com/eprhome to familiarize them with the system before bidding.

5. ELIGIBILITY CRITERIA AND TECHNICAL PARAMETERS FOR SELECTION

Bid is open to all Bidders who meet the eligibility criteria and technical parameters for selection as given in [Annexure-B](#) & [Annexure-C](#) of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document. The Bidder should not have been blacklisted from participating in any Government or Statutory bodies related RFP.

6. COST OF BIDDING

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including e-Tender (RFP) portal fee as applicable. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

7. CLARIFICATIONS ON RFP

- I. Bidder requiring any clarification of the Bidding Document may notify the Bank by e-mail to the specified e-mail id strictly as per the format given in [Annexure-G](#) 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 interested bidders. Participation in this meeting is voluntary.
- III. The queries received and the response of the Bank will be posted on the Bank’s website and MSTC portal.
- 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 on RBI website and MSTC portal. The interested parties/bidders are advised to check the RBI website, MSTC Portal regularly and take into consideration clarifications/amendments issued by the Bank, if any, before submitting the bid. Such amendments/clarifications 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. Nothing in this RFP is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

- V. No request for change in commercial/legal terms and conditions will be entertained.
- VI. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BIDDING DOCUMENT

- I. The bidder should 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 result in rejection of its bid.
- III. The Bid prepared by the Bidder, correspondence and documents relating to the Bid and supporting documents and printed literature shall be uploaded on MSTC portal in English.
- IV. 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 rejection of the proposal.

9. EARNEST MONEY DEPOSIT (EMD)

- I. The Bidder shall furnish EMD of ₹6,00,000 (Rupees Six Lakh only) by way of NEFT to "RESERVE BANK OF INDIA" for participating in the bid.
- II. The EMD of the unsuccessful Bidders shall be returned by the tender inviting authority. The Successful bidder shall submit the Performance Bank Guarantee (PBG) equivalent

to 5% of the yearly cost. The EMD of successful bidder will be returned on receipt of PBG.

III. No interest is payable on EMD.

IV. The EMD shall be forfeited:-

- a) if a Bidder withdraws its Bid during the period of Bid validity specified in this RFP;
or
- b) 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.

V. If EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in the future RFPs of the Bank, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

The Bid shall be prepared and submitted in English in two parts – Technical Bid and Price Bid and is to be submitted through e-Tendering on the following portal :

URL: https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp

10.1 The technical Bid shall be accompanied by:

- I. Bid covering letter on the lines of [Annexure A](#) on Bidder's letter head mentioning/confirming the following:
 - a) Details of EMD submitted.
 - b) Certifying that the period of the validity of the Bid is as per terms of this RFP/BID DOCUMENT.
 - c) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP/BID DOCUMENT in their Price Bid.
 - d) Confirming that they agree with all the terms and conditions mentioned in the RFP/BID DOCUMENT.
 - e) Confirming that Specific response with supporting documents in respect of all requirements of the Bank have been submitted/shall be submitted (as applicable) including annexures.
- II. Status and ownership of the title - copies of the supporting documents to be attached.
- III. Proof of payment of Earnest Money Deposit (EMD) as specified in the Schedule of Events and Clause 9 above in this document.
- IV. A certified copy of the Board Resolution or Letter of Authority or the Power of Attorney showing that the signatory has been duly authorized to sign and submit the Bid document.
- V. A self-declaration form as per [Annexure D](#).

- VI. Copy of registered Agreement between the Bidder and the landowner(s) in case the land is on leasehold basis.
- VII. Nature of right over the property/status and ownership of the property and details of title over the property - copies of the supporting documents.
- VIII. Power of Attorney/Consent from the owner/majority stake owner, if the Bidder is not the owner of the property.
- IX. Site Plan, approved Layout Plans from statutory body, drawings, and photographs of the premises.
- X. Copy of the Occupation Certificate, if available.
- XI. Structural stability Certificate, that is, certificate obtained from a licensed Structural Engineer registered through local applicable authority (MMRDA/MCGM) about the structural stability of the building stating that the construction is in line with the established standards and is safe AND strong/stable. A detailed report shall be submitted by successful Bidder.
- XII. List of amenities along with the learning facilities provided/to be provided viz., Class Rooms, dining area, projector, smart boards, Wifi, Tables and Chairs, floor finish, lift lobby, entrance lobby, external facade, number of toilets on floor/s, number of lifts (exclusive use of RESERVE BANK OF INDIA), finishes of staircase, provision for centralised AC, AHUs, dedicated parking slots, etc.
- XIII. Green Building certification or pre-certification (if available) from LEED India or IGBC or GRIHA.
- XIV. Evidence of connected and sanctioned electrical load that can be exclusively used by the Bank.
- XV. Evidence of generator power back-up for electrical supply for lighting and other electrical equipment for connected load- for common areas/others.
- XVI. List of inclusions offered should be given as per [Annexure H](#).
- XVII. NOC from Society as applicable.
- XVIII. In case of leasehold land, copy of the lease deed.
- XIX. Fire safety clearance certificate/NOC.
- XX. Municipal documents and bills as applicable (water bills, property tax, electricity bills).
- XXI. Mandatory requirement and other information as specified in [Annexures B](#) and [I](#).
- XXII. Photographs of the Building and classrooms etc., if any.
- XXIII. Any other relevant documents /deed relevant for the purpose of the RFP.
- XXIV. Please also note that:
 - a) The Bid shall be submitted by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

- b) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder.
 - c) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.
 - d) Bidder shall furnish Income tax returns and other statutory approvals/clearances, Nil encumbrances, etc.
- 10.2 The price Bid should comprise only of the duly filled in Price Bid form as per Annexure J quoted in Indian Rupees. In addition, the following documents should be added as part of the Bid:
- a) Prevailing market rent report of the property to support the price quoted, not more than 6 months prior to the date of issue of this RFP/BID DOCUMENT.
 - b) The rent per sq. ft. shall be for carpet area (to be calculated as per the provisions of Maharashtra RERA Circular No. 4 of 2017 dated 14.06.2017 on 'Calculation of Carpet Area').
 - c) Any other charges like society formation, installation of meters, statutory charges, parking area, amenities (gym, creche, exclusive area, etc.) etc. shall be part of the Price Bid and the same will be on a per sq. ft. basis.
- 10.3 The Bid is liable to be rejected in the following conditions:
- a) If the Technical Bid contains any price information.
 - b) The Bid document is not complete in accordance with various clauses of the RFP/BID DOCUMENT or not duly authenticated by the authorized representative of the Bidder and stamped with the official stamp of the Bidder.
 - c) Board resolution/Power of Attorney/due Authorisation (as applicable) authorizing representative to Bid and make commitments on behalf of the Bidder is not attached.
 - d) If only one part (i.e. Technical Bid or Price Bid) is received.
 - e) Bid submitted with an adjustable price quotation.
 - f) If EMD as specified in the Schedule of events is not submitted with the Bid.
 - g) If information/documents submitted are incomplete.

The Bank reserves the right to reject bids not conforming to one or more of the requirements of RFP/BID DOCUMENT.

11. BID INTEGRITY

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

BANK OF INDIA and the documents/drawings/copies of approvals etc. will not be returned to the Bidder under any circumstances.

12. FRAUD & CORRUPT PRACTICES

- I. The Bidder and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the entire 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 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 entire Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 5 (five) years from the date.

- 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.

13. 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 bid will be opened and evaluated which includes eligibility and technical 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/parameters. Only those bids complying with technical parameters shall become eligible for price bid opening and further process.
- III. The Bank will examine the Bids to determine whether they are complete, the required formats have been furnished, the documents have been properly signed, EMD received and validity period is available and the Bids are in order.
- IV. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. 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 will be rejected by the Bank and will not subsequently be made responsive by correction of the non-conformity.

14. TERMS AND CONDITIONS

- I. Each bidder must meet following conditions and factor the same in Price Bid (inability to meet any one of these conditions will lead to rejection of Bid):
- i. The office space being offered on lease should be well-located with good connectivity with the Mumbai Airport, Local Railway Stations.
 - ii. The office space and the learning amenities offered shall be within the same building/floor.
 - iii. There should be two Learning Rooms each big enough to accommodate about 40 participants having provisions for independent study table, chair etc. The Scope for flexible wooden partition should be there in each room to conduct Group Work/discussion etc.
 - iv. Each Learning Room should have all the amenities for Learning, namely, (a) Smart Boards, (b) Projectors, (c) Video Conferencing facility, (d) WiFi connectivity for working with internet by each Learner. Each Table & Chair should have dedicated charging facilities, space to keep bags/papers, etc.
 - v. There should be enough space near/adjacent to these two Learning Rooms to house the office of CoS – to accommodate (a) all the personnel of CoS (about 8), (b) the Secretariat of the Director (and his PS). There should also be sufficient space/enclosures for Programme Coordinators (2 to 3) and Visiting Faculty (1 to 2). These should be adequately and appropriately furnished, as per requirement. Facilities of noise-proofing of the Classrooms and the Office Space will be preferred.
 - vi. (a) Facilities of ‘uninterrupted supply of electricity, AC & WiFi’ (b) sufficient numbers of Washrooms (Male & Female) (c) Dining Space to accommodate about 40 persons at a time (d) provision of supply of excellent food (Breakfast, Tea/Coffee along with biscuits/toasts etc. twice, Lunch, Evening Snack etc.) (Menu & Recipe to be decided bilaterally) which will be a part of the monthly lease

rent. Any other amenities of excellent quality as desired from time to time will be provided by the Owner of the Premises.

- vii. Adequate service staff to help in all aspects (including but not limited to IT support, AV support, housekeeping etc.) should be ensured.
- viii. Facilities for Free Parking of vehicles for about 30 will be provided.
- ix. Effective Security Arrangements, smooth entrance and sufficient number of Lifts should be there for use.
- x. Clear Title of property supported by documents and free from any legal encumbrances.
- xi. All necessary permissions for use of premises for commercial purposes should be in place.
- xii. Building should have a valid structural stability certificate.
- xiii. Building should have fire safety clearance.
- xiv. Presence of all functioning utilities such as water and electricity to meet Bank's requirements.
- xv. Building should allow for a canteen and cooking activities.
- xvi. Minimum lease tenure of 5 years.

** In order to have parity of comparison and also for the purpose of payment, carpet area shall mean actual covered floor area (which will be in exclusive possession of the Bank), excluding thickness of the external peripheral walls of the premises. 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 under carpet area. The Architectural projections in Façade and areas including balconies, terraces, niches will not be considered. The actual covered floor area will be measured at the site for calculating the lease rent.*

- II. In case the space in the tender document is found insufficient, the bidders may attach separate sheets on their letter head.

- III. The short-listed bidders in technical bids will be informed to arrange the site-inspection of the offered premises.
- IV. All statutory clearances, if any, shall be obtained by the bidders at their own cost as and when required. All payments to the successful bidder shall be made by electronic mode only into their account maintained with any **Bank in India**.
- V. The electrical panel in the power supply should have provision for connecting generator supply.
- VI. Bid amount should be inclusive of -
 - i. **Common Facility Charges:** These include charges for all facilities (including learning facilities) which are common to or are used by all the tenants of the building/floor such as security, reception, lighting, air- conditioning of common areas, lifts, parking, housekeeping, water pumping, repairs and maintenance of common properties and amenities, pest control, firefighting, etc. These shall not be charged separately and instead should be included in Rent.
 - ii. **Taxes/rates:** All existing Municipal/Local Body/Government taxes/cess/levy will be borne by Bidder.
- VII. Repairs for property, all the systems, equipment and installations including common facilities offered shall be responsibility of the Bidder. In case, the repairs are not done by Bidder, Bank will be at liberty to carry out such repairs at Bidder's cost and deduct all such expenses from the rent payable.
- VIII. Washroom for ladies, gents, and persons with physical disability should be provided as per local municipal norms.
- IX. Kitchen with water supply, drainage, and garbage disposal to be provided as per local municipal norms.
- X. Electricity charges will be included in the monthly leased rent.
- XI. Potable water supply must be made for 24 x 7 as per municipal norms.
- XII. All permissions required for peaceful occupancy and use of the offered property should be obtained by the Bidder before making the offer to the Bank, and in the future from time to time, as may be required.

- XIII. Firefighting equipment to be provided and maintained in good running condition at all times by the bidder. The fire equipment/systems should comply with the Mumbai Fire Prevention and Life Safety Measures Act. The bidder should produce certificate of compliance at required periodicity.
- XIV. Bidder to ensure that network, data and electricity cables are allowed to be brought into the premises offered to College of Supervisors from outside the building from any direction without any hindrance.
- XV. 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.
- XVI. The bidder should ensure that the building should be kept in good condition, and where the external façade is of glass, the cleaning of the glass will have to be done periodically.
- XVII. In case the RESERVE BANK OF INDIA will be the sole occupant of the premises offered for lease, then the security will be arranged by RESERVE BANK OF INDIA.
- XVIII. The logo of CoS/RBI will be displayed on Wall/Door of premises.
- XIX. Common area, parking for cars to be specifically marked for College of Supervisors. No additional rent shall be paid for dedicated parking offered with the premises.

15. TECHNICAL EVALUATION

- I. Technical evaluation will include technical information submitted as per technical bid format, demonstration of proposed premises, reference calls and site visits, wherever required.
- II. The Bank reserves the right to evaluate the bids on technical parameters including premises visit. Only those Bids which are found to satisfy all essential requirements as per terms and condition of this RFP, will be further evaluated on the basis of following evaluation matrix and assigned scores.

Criteria	Scoring system	Remarks
1. Whether entire floor is offered for lease.	<p>Yes – 5 points</p> <p>In case of part of the floor:</p> <p>If both the office and the classrooms etc. are contiguous on that floor – 4 points</p> <p>If not contiguous – 2 points</p>	
2. Location	<p>Within Colaba and Dadar (including Dadar) – 5 points</p> <p>Within Dadar and Bandra – 3 points</p> <p>Beyond Bandra – 1 point</p>	
3. Road Frontage	<p>Road frontage ≥ 20 meters - 2 Points</p> <p>Road frontage > 15 mtrs & < 20 mtr - 1 Point</p> <p>Road frontage < 15 meters - 0 Point</p>	
4. Availability of parking facility	<p>* Dedicated/ Reserved Parking - 2 points</p> <p>Adequate paid parking nearby - 1 Point</p> <p>No Parking – 0 points</p>	* Maximum 2 points will be awarded if dedicated parking space is provided for 10 cars or more.

5. Furnishings in the property offered.	<p>Fully meeting the requirements of CoS – 3 points</p> <p>Partially meeting CoS' requirements – 1 point</p> <p>Non - furnished / not meeting Bank's requirements – 0 points</p>	Evaluation for this purpose shall be carried out by a committee of officers of the Bank.
6. Suitability of premises for office needs	<p>Very suitable – between 5 to 4 points</p> <p>Suitable – 3.9 to 3 points</p> <p>Not suitable leading to rejection – below 0 points</p> <p>(The points in this criterion may be awarded in a running scale)</p>	<p>Assessment of suitability of premises shall be done by a committee of officers of the Bank, considering following factors -</p> <ul style="list-style-type: none"> • Age/condition of the building • Natural lighting • Suitability of layout for Bank's operations. • Suitability from security perspective • No. and capacity of lifts • Toilets • False ceiling • Flooring etc.

7. Availability of the learning amenities i.e. Projector, Podium, Tables and Chairs, Wi-Fi, Audio equipment (Mics, Audio Mixer etc.)	All Amenities available – 3 points Majority of them available – 2 points Only few are available – 1 point	
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- III. The scores awarded by the 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. 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.
- IV. Only those offers which score at least 70% score in Suitability criteria (point 6 of evaluation matrix) and 60% overall in technical evaluation shall be considered for opening of price bid.

16. EVALUATION OF PRICE BIDS AND FINALIZATION

- I. Price bids of only those Bidders, who are shortlisted after technical evaluation, would be opened.
- II. The date and time of e-opening of Price Bids will be communicated to technically qualified Bidders. Interested technically qualified Bidders can witness the opening of the Price Bids.
- III. Errors, if any, in the price breakup format of bidders will be rectified as under:
 - a) If there is a discrepancy between the unit price (i.e per sq. ft.) and total price which is obtained by multiplying the unit price with the area offered, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price shall be taken as correct.

- c) If the Bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- IV. The bidder with the highest bid score will be selected as per following methodology –
- Once the price bid is opened, final evaluation will be carried out with 70% weightage for the technical evaluation and 30% weightage for the price bid. The formula used for weightage will be as follows

$$\text{Technical Score} = \frac{\text{Bidder Technical Score}}{\text{Max (Bidder Technical Score 1...n)}} \times 70$$

$$\text{Price Score} = \frac{\text{Min (Bidder Price 1...n)}}{\text{Bidder's Price}} \times 30$$

Bidder's Final score = Technical score + Price score

Bidder with the highest score using above methodology will be declared as successful.

17. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL 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.

18. AWARD CRITERIA

- Bank will notify acceptance by issuing LOI to successful bidder. The Selected bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly accepted, stamped and signed by authorized signatory in token of acceptance.
- The notification of award will amount to commencement of contractual relationship.

- III. Until the execution of a formal Agreement, the Bid document, together with the Bank's notification of award and the Bidder's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- IV. 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.

19. EXECUTION OF AGREEMENT AND HANDING OVER OF PROPERTY

- I. The successful Bidder shall be required to enter into a lease deed/Agreement with the Bank, within 45 days of issue of LOI by the Bank or within such extended period as may be decided by the Bank.
- II. Expenses towards Stamp Duty and Registration Charges in connection with the execution of the lease Agreement shall be borne by the bidder. Necessary coordination with the Sub Registrar's Office to be done by the Bidder. All other incidental expenses shall also be borne by the Bidder.
- III. The vacant and peaceful possession of the property shall be handed over with the execution and registration of the lease agreement.
- IV. No dues (society or statutory taxes) shall be outstanding at the time of handover of the property by the successful Bidder. The supporting documentary evidence of all receipts shall be submitted in this regard by the successful Bidder (last paid receipts of property tax, water tax, society dues etc.).

20. PENALTY CONDITIONS

Penalty clauses for non-fulfilment of T&C shall be as follows:

Item	Penalty (% of monthly rental*)
Water not available for 4 hours or more	0.1% per instance
Electricity outage for more than ½ hour	0.5% per instance
50% or more than 50% of the lifts not working for more than 4hours	0.1% per instance
A.C. outage for more than ½ hour	0.5% per instance

Delay in handing over premises	If more than 45 days from the date of issue of LOI, Bank has right to impose penalty of Rs.5000/- per day for delayed period.
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* Monthly rental means rent plus other charges. Maximum penalty in a month shall not exceed 10% of the monthly rental. Penalty shall not be levied in case of force majeure. Penalty if any, calculated during the month will be deducted from next month's rent.

21. INSURANCE

The successful bidder should obtain comprehensive insurance at its cost on "All Risks" basis, valid for duration of lease.

22. VALIDITY OF AGREEMENT

The Lease Agreement will be for an initial period of 5 years, extendable for further **periods as mutually agreeable**. After each year, the rent and other charges (mentioned in Price Bid) may be increased by maximum up to 5% per annum on mutually agreeable terms.

The lock-in period for the Lease agreement shall be 60 months for the bidder. It may, however, be noted that the Bank will have the right to terminate the contract during the lock-in period by giving three months' notice to this effect.

23. INDEMNITY

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.

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.

24. 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.

25. TERMINATION

The Vendor shall not terminate the Lease Agreement for convenience.

In following events Bank shall terminate the lease agreement, if Bidder:

- I. Breaches any of its obligations set forth in the lease agreement or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- II. Failure by Bidder to provide the Bank, within thirty (30) Working Days, with a reasonable plan acceptable to the Bank to cure such breach.

26. FORCE MAJEURE

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 (as declared by the State or Central Government), fire, flood, 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.

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.

27. DISPUTES/ARBITRATION [APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY]

- I. Any dispute, controversy or claims arising out of or relating to this RFP, subsequent contract, their 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/service 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 e-mail/facsimile transmission, followed by postage/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 (a) the business date immediately after the date of transmission with confirmed answer back, if transmitted by e-mail/facsimile transmission, or (b) the expiry of five days after posting if sent by registered post with A.D., or (c) the business date of receipt, if sent by courier.

28. GOVERNING LANGUAGE

The governing language shall be English.

29. 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.

30. 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 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. **Lease Expenses-** All expenses, stamp duty and other charges/ expenses in connection with the execution of the Lease Agreement as a result of this RFP process shall be borne by the bidder.
- IV. The bidder must have a valid PAN.

31. NOTICES

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by e-mail/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.

32. 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 to them, their business, their employees or their obligations towards them and 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 therefrom.
- 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 or for the conduct of their own business 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 therefrom 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, etc.

33. NON-DISCLOSURE AGREEMENT

The selected vendor shall submit a signed **Non-Disclosure Agreement (NDA)**, as per [Annexure – E](#).

34. SET OFF

Without prejudice to other rights and remedies available to the Bank, it shall be entitled to earmark, set-off or adjust any amounts due under any clause of the RFP from the selected bidder against payments due and payable by the Bank to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

TECHNICAL BID FORM

(To be on letter head in case of registered entity)

Director,
College of Supervisors,
Department of Supervision, Central Office,
C-9, First Floor, RBI, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051

Dear Sir,

Ref: RFP dated February 14, 2023

- 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 submit the bid as per the notified schedule.
- II. While submitting this bid, I / We certify that:
 - a) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - b) Prices submitted by me / us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - c) The prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - d) I / We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
 - e) The rate quoted in the price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions, if any, advised 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 in our bid document from the contents of the RFP document read with amendments/clarifications if any, provided by the Bank.
- 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 2023

(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 kept in Envelope I)****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:

S. No.	Eligibility Criteria	Response/ Compliance	Documents to be submitted
1.	Carpet Area offered. Classrooms and the Office Space congruously located in one Floor/Building - Minimum 5000 sq. Ft – Should be ready to occupy with all the amenities (at Point no 14) 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 the architect.
2.	Office space offered is in Single Building/Floor.		Approved floor layout plan.

3.	No. of years for which lease is offered (Minimum 5 years required)		As per bid document
4.	Location: Near to the offices of RBI i.e. Fort, Cuffe Parade, BKC etc		Independent verification by Bank.
5.	Office space offered has Clear titles, free from any legal encumbrances. All necessary permissions for use of premises for commercial purposes are in place.		Copy of the Occupation Certificate, ownership documents. Mortgage documents in case of property being under mortgage.
6.	Ownership of Office premises offered for lease.		<p>a) Status and ownership of the title – copies of the supporting documents to be attached.</p> <p>b) POA and/or consent form from the owner/ majority stake owner where applicable</p> <p>c) Copy of registered Memorandum of Understanding between owners and the land owners in case the land does not belong to the owners.</p>

7.	Structural stability Certificate.		Relevant certificate from Govt. approved Structural Consultant to be enclosed.
8.	Fire safety clearance and adequate firefighting equipment.		A Valid certificate from fire authorities.
9.	Electrical power with adequate load for exclusive use by Reserve Bank of India.		Document from electricity company for sanctioned load.
10.	24x7 running water supply.		
11.	Building should have air-conditioning.		
12.	Presence or provision for Kitchen/Canteen along with necessary approvals.		
13.	All annexures with RFP duly filled.		As per Annexures
14.	The bidder, if selected, will agree to the terms and conditions of Lease 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 kept in Envelope I)

DETAILS OF PREMISES OFFERED FOR LEASE

With reference to your advertisement on Feb 14, 2023 we hereby offer following space for lease:

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 No. of buildings in the complex:
Wings in the complex:

No. of floors in the offered building: Offered wing/ building:

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 covered floor area (which will be in exclusive possession of the Bank), excluding thickness of the external peripheral walls of the premises. The common areas such as entrance lobby, staircases, lifts and sanitary shafts, lift lobbies, common toilets, watchman room, pump room, overhead tank, generator rooms, airconditioning plant rooms, AHU etc. will not be considered. Parking area will also not be considered under carpet area. The Architectural projections in Façade and areas including balconies, terraces, niches, will not be considered. The actual covered floor area will be measured at the site for calculating the lease rent.

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:

Tenor of the land: _____(Freedhold/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

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 annexures [Attach separate sheet(s) if needed]

Place:

Signature of the Owner

Date:

or

Authorised Signatory with Name & Seal

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 lease the 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 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/are aware that the 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 lease deed before execution of the lease deed or a letter authorizing the said use will be provided to the Bank.
- V. The form which is downloaded from the website has not been changed or corrected in any manner, and 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:
- Original 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 Original Receipt of payment of Electricity Bill and any other charges.
 - 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)

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) 45

SELF-DECLARATION - NO BLACKLISTING

In response to the RFP dated 14/02/2023 for acquisition of office premises on Lease basis, as an Owner/Partner/Director/Authorised 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 specified in the Bidding Document;
- 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 Administration.
- 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. Our directors and officers have not 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 agreement within a period of last five years, or have not been otherwise disqualified pursuant to debarment proceedings;

- VIII. Will comply with the highest standards of integrity.
- 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 EMD/security deposit may be forfeited in full and our bid, to the extent accepted, may be cancelled

Signature:

Seal of Company (if applicable)

Pre-Bid Query Format

(To be provided strictly in Excel format)

Bidder Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggesti ons

RFP/BID DOCUMENT FOR

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

S. No.	List of Equipment/items/facilities	Brief Description
1		
2		
3		
4		
5		

(Add rows as required)

Place:

Signature of the Owner/s

Date:

or

Authorized Signatory with Name & Seal

ANNEXURE- I

Sr. No.	Document Name/Type	Attached (Yes/No)	Page No.*
1	Bid letter		
2	Proof of Earnest Money Deposit		
3	Copy of board resolution/POA for signing authority		
4	Copy of MOU in case land belongs to other party		
5	Consent/POA from owner in case Bidder is not owner		
6	Ownership/Title documents		
7	Site plans and approved layout		
8	OC copy		
9	Structural stability certificate		
10	Building photos		
11	List of amenities		
12	Building certifications		
13	Evidence of electrical load		
14	Evidence of power generator for back up		
15	List of equipment/items/facilities offered		
16	Society NOC		
17	Lease deed in case of leasehold land or building		
18	Fire safety NOC		
19	Municipal/MMRDA bills (electricity, water, property taxes)		
20	All annexures (A to J)		
21	Heritage certificate (if applicable)		

*Mark page numbers to all the documents submitted.

ANNEXURE- J**PRICE BID****RFP FOR HIRING OF OFFICE PREMISES ALONG WITH LEARNING
AMENITIES ON LEASE RENT IN MUMBAI.**

With reference to your advertisement in the local dailies/website (www.rbi.org.in), I/We offer the premises for your office on lease basis at the rent mentioned below and on the terms and conditions mentioned in our offer in response to Bank's RFP:

Total Space/Carpet Area offered (in sq. ft)	(in figures)
	(in words)

BID

Item (per month)	Unit	Quote (INR) per month
Rent (inclusive of Learning Amenities, Food and Car parking excluding taxes)	NA	(in figures)
		(in words)

Place:

Date:

Signature of the Owner/s

Or

Authorised Signatory with Name & Seal