



भारतीय रिज़र्व बैंक
केंद्रीय कार्यालय भवन
शहीद भगत सिंह रोड, फोर्ट
मुंबई, महाराष्ट्र 400001

मुंबई में कार्यालय परिसर की एकमुश्त खरीद
के लिए बोलियां आमंत्रित करता है

कृपया बोली जमा करने से पहले सभी नियम एवं
शर्तों को पढ़ लें ।

महत्वपूर्ण सूचना

यह दस्तावेज़ भारतीय रिज़र्व बैंक की संपत्ति है। आरबीआई की लिखित अनुमति के बिना इसे किसी भी माध्यम (इलेक्ट्रॉनिक या अन्यथा) से कॉपी, वितरित या रिकॉर्ड नहीं किया जाना चाहिए। इस दस्तावेज़ की विषय-वस्तु का यहां तक कि प्राधिकृत कार्मिकों/एजेंसियों द्वारा यहां निर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए उपयोग पूर्णतः प्रतिबंधित है चूंकि यह कॉपीराइट उल्लंघन होगा और इसलिए भारतीय कानून के तहत दंडनीय होगा।

बोली लगाने वालों को निदेश दिया जाता है कि वे प्रस्ताव दस्तावेज़ के इस आमंत्रण को ध्यानपूर्वक पढ़ लें। प्रतिक्रियाओं को प्रस्तुत करना यह माना जाएगा कि बोली दस्तावेज़ों को भलिभांति जांचने और ध्यानपूर्वक पढ़ने के साथ इसके निहितार्थों की पूरी तरह से समझने के बाद प्रस्तुत किया गया है।

प्रस्ताव के इस आमंत्रण की प्रतिक्रिया सभी प्रकार से पूर्ण होनी चाहिए। अधूरी या आंशिक बोलियों को अस्वीकार कर दिया जाएगा। बोली लगाने वाले को इस प्रस्ताव के आमंत्रण में मांगी गई सभी वस्तुओं की दरों का उल्लेख करना चाहिए।

बोली लगाने वाला आरएफपी दस्तावेज़ की अपनी प्रतिक्रिया से संबंधित सभी लागतों, जिसमें बोली तैयार करने और प्रस्तुत करने, बोली के स्पष्टीकरण के प्रयोजनों हेतु प्रस्तुति और प्रदर्शन की लागत का, यदि आरबीआई द्वारा ऐसा वांछनीय हो तो, का वहन करेगा। चाहे बोली प्रक्रिया का संचालन या परिणाम कुछ भी हो, भारतीय रिज़र्व बैंक किसी भी मामले में उन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

Contents

1. INVITATION TO BID	9
2. DEFINITIONS	10
3. DISCLAIMER AND DISCLOSURE	11
4. GUIDLINES FOR e-PROCUREMENT	12
5. ELIGIBILITY CRITERIA	16
6. COST OF BIDDING	16
7. EARNEST MONEY DEPOSIT (EMD)	16
8. BID PREPARATION AND SUBMISSION	18
9. BID INTEGRITY	21
10. BIDDING PROCESS/ OPENING OF TECHNICAL BIDS	21
11. PERIOD OF VALIDITY OF BIDS	23
12. EVALUATION PROCESS AND CRITERIA	24
13. TECHNICAL EVALUATION	27
14. EVALUATION OF PRICE BIDS AND FINALIZATION	33
15. AWARD CRITERIA	34
16. EXECUTION OF AGREEMENT AND HANDING OVER OF PROPERTY	35
17. THE BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	36
18. LIMITATION OF LIABILITY	36
19. INDEMNITY	36
20. FRAUD AND CORRUPT PRACTICES	36
21. FORCE MAJEURE	38
22. APPLICABLE LAWS	38
23. TAXES AND DUTIES	38
24. COMPLIANCE WITH LAWS	39
25. NON-DISCLOSURE AGREEMENT	39
26. SET-OFF	40
27. OWNERSHIP OF DOCUMENT AND DATA	40
28. ANNEXURE 1 – PRE-BID QUERY FORMAT	41
29. ANNEXURE 2 – BIDDER CONTACT INFORMATION	42
30. ANNEXURE 3 – SELF DECLARATION (TO BE SUBMITTED AS PART OF TECHNICAL BID)	43
31. ANNEXURE 4.1 – GENERAL INSTRUCTIONS (TO BE SUBMITTED AS PART OF TECHNICAL BID) ..	45
32. ANNEXURE 4.2 – BID FORMS TO BE FILLED BY BIDDER	47
33. ANNEXURE 5 – UNDERTAKING (TO BE SUBMITTED AS PART OF TECHNICAL BID)	57
34. ANNEXURE 6 – INTEGRITY PACT (TO BE SUBMITTED AS A PART OF TECHNICAL BID)	59
35. ANNEXURE 7 – NON-DISCLOSURE AGREEMENT (APPLICABLE TO SUCCESSFUL BIDDER ONLY) ..	66

36. ANNEXURE 8 – SELF-DECLARATION – NO BLACKLISTING (TO BE SUBMITTED AS A PART OF TECHNICAL BID)	67
37. ANNEXURE 9 – (TO BE UPLOADED AS A PART OF TECHNICAL BID)	68
38. ANNEXURE 10 – LIST OF DOCUMENTS	69
39. ANNEXURE 11– PRICE BID	70

Contact Details

NIT(Notice Inviting Tender) No.	RBI/Central Office/ Premises Department/1/21-22/ET/51
Contact Person (RBI)	Shri Anil Kumar Manager Premises Department, Reserve Bank of India
Address of Communication	The Chief General Manager Reserve Bank of India Premises Department 5th Floor, Central Office Building Shahid Bhagat Singh Road Fort, Mumbai-400001
Email Address	officespace@rbi.org.in
Contact Number	022-22601000 Extn – 2148
Contact Person (MSTC)	Ms. Archana, AM archana@mstcindia.co.in Landline - 022 22872011 Mobile – 09990673698
Contact Person (MSTC)	Ms. Rupali Pandey, AM rpandey@mstcindia.co.in Landline - 022 22886268 Mobile - 09458704037

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
RFP Document Availability	RFP/Bid documents will be available for download from 3:00 PM (IST) on July 23, 2021 on following links – RFP/BID DOCUMENT Information relating to this RFP may be downloaded from Bank’s website https://www.rbi.org.in or Bank’s e-tendering portal: https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp
RFP Fee/service fee for use of MSTC Portal	Rs. 15,000 + GST on MSTC portal by Bidder (Non-refundable and Non-adjustable)
Last date for requesting Clarification (pre-Bid queries)	Up to 5:00 PM (IST) on August 13, 2021 All communications regarding points/queries requiring clarifications shall be given by e-mail at the following email id: officespace@rbi.org.in Replies will be consolidated and placed on Bank’s website and MSTC Portal by 3:00 PM (IST) on August 23, 2021
Pre - Bid Meeting	From 3:00 PM(IST) on August 18, 2021 through Webex. Links to the meeting will be sent to all the Bidders. (Due to ongoing COVID Pandemic, it is not possible to hold offline/physical meeting) Note: The intending Bidders may send their request to attend the Pre-Bid Meeting through Webex by e-mail to us at officespace@rbi.org.in on or before August 17, 2021 (IST)

	indicating the name of the person(s) attending the Webex and their email ids and Phone numbers.
Clarifications to queries (without revealing origin) raised at pre-Bid meeting will be provided	By 3:00 PM(IST) on August 23, 2021 by posting at Bank's Website and MSTC Portal
Bidding start and Last date and time for Bid Submission	Bidding start date and time: 11:00 AM (IST) of August 24, 2021 Last date and time: By 2:00 PM(IST) on September 8, 2021
Address for submission of EMD	The Chief General Manager –In-Charge, Reserve Bank of India Premises Department 5th Floor, Central Office Building, Shahid Bhagat Singh Road Fort, Mumbai-400001
Date and time of opening of Technical Bids	4:00 PM(IST) on September 8, 2021 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder's representatives.
Site visit by Evaluation Committee	On a subsequent date which will be communicated separately
Opening of Price Bids	On a subsequent date which will be communicated to such Bidders whose bids get qualified in the Technical Bid
Letter of Intent (LOI)	On a subsequent date which will be communicated to such Bidder who qualifies in the techno commercial Bidding process
Earnest Money Deposit (EMD)	Rs. 5,00,000/- By means of DD/NEFT transfer or Bank Guarantee in favour of 'Reserve Bank of India' payable at Mumbai. After award to successful Bidder, EMD of unsuccessful Bidders shall be returned within 45 days of issue of LOI without interest. For successful

	Bidder, the EMD shall be retained till handover of property. No interest, in what so manner, shall be payable on EMD.
Price validity from the date of opening of technical Bid	210 days
Technical Evaluation of Bids	By a committee comprising of officers from Reserve Bank of India
Timeline for handing over the complete possession of premises	The successful Bidder is required to complete the execution and registration of the Sale deed within 45 days from the date of issue of LOI. At the time of registration of sale deed, the successful bidder/seller is required to handover the vacant and peaceful possession of the property to the Bank.
Terms of payment	100% of purchase consideration will be paid after registration of the sale deed and handing over the vacant and peaceful possession to the Bank and submission of BG for Defect Liability Period.
Forfeiture of EMD	EMD shall be forfeited if the successful bidder fails to execute and register the sale deed within 45 days from the date of issuance of LOI.

1. INVITATION TO BID

1. RESERVE BANK OF INDIA intends to purchase vacant and peaceful possession of office space having clear and marketable title, for its use in South Mumbai (more particularly described below) and/or in Bandra Kurla Complex (BKC) area near to its existing establishments (addresses given below) at these locations.
2. Reserve Bank of India is interested in commercial buildings only.
3. This RFP/Offer/Bid document is issued by the Bank for inviting Individuals/ HUF/ Partnership Firms/ LLP/ Companies which are owner/ Licensees/ POA Holder or authorized representative of owner to offer for sale to Bank, office premises with minimum 2601 sq. m./(~28,000 sq. ft.) and maximum 7618 sq. m./(~82,000 sq. ft.) carpet area located in South Mumbai within a radius of 1.5 km from Central Office Building of the Bank in Fort, Mumbai and/or in Bandra-Kurla Complex (BKC). The complete addresses of the RBI buildings at Fort and BKC is given below. Offers of property situated on leasehold land with residual lease period at least 30 years will also be considered by the Bank subject to conditions indicated in the Technical Evaluation criteria of this RFP/BID DOCUMENT.

Address of RBI Central Office Building at Fort:

Reserve Bank of India
Central Office
Shahid Bhagat Singh Road Fort, Mumbai-400001

Address of RBI BKC Office:

Reserve Bank of India
C-7, C-8 and C-9
Bandra Kurla Complex Road E Block, BKC, Bandra East
Mumbai-400051

NIT No. - RBI/Central Office/ Premises Department/1/21-22/ET/51

Only one offer is allowed to be submitted per bidder in MSTC portal.

2. DEFINITIONS

Unless the context requires otherwise, the expressions used in this RFP/Bid document shall have the same meaning assigned to them as indicated below:

1. "the Bank" means Reserve Bank of India.
2. "Bidder" means an eligible entity/firm/individual/ vendor submitting the Bid in response to this RFP and shall include his/their legal heirs, successors, and assignees.
3. "Bid" means submission of response to the RFP document in the form and manner as prescribed in herein
4. "Responsive Bid" means a Bid which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.
5. "EMD" means Earnest Money Deposit.
6. "Sale Agreement/Deed" 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 by which conveyance of title takes place.
7. "LOI" means Letter of Intent.
8. "RFP" means Request for Proposal
9. "Force Majeure" means unforeseeable circumstances that prevent someone from fulfilling a contract which lead to impossibility of contract.
10. 1 sq. m. is equal to 10.764 sq. ft.
11. "Base Sale Price on carpet area" is the price of carpet area per sq.ft. including inclusions offered along with the property.

3. DISCLAIMER AND DISCLOSURE

1. The information contained in this RFP/BID DOCUMENT or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of the Bank, is subject to the terms and conditions set out in this RFP/BID DOCUMENT.
2. This RFP/BID DOCUMENT is not an offer by the Bank, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP/BID DOCUMENT process unless and until a LOI is issued by the Bank.
3. The purpose of this RFP/BID DOCUMENT 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. For any clarifications/additional information, Bidders may contact as per details indicated on page no. 5.
4. The Bank may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP/BID DOCUMENT before opening of the Bids and such modifications/amendments, if any, will be communicated through Bank's website (www.rbi.org.in). RBI also reserves the right not to proceed with the RFP/BID DOCUMENT.
5. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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/BID DOCUMENT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP/BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
6. 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/BID DOCUMENT.
7. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish any or all information as stipulated in the

Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respects will be at the Bidder's risk and may result in rejection of the Bid and no correspondence shall be entertained in this regard by the Bank under any circumstances.

8. The proposal in response to RFP/BID DOCUMENT should be signed and submitted by Bidder or authorised representative of the Bidder. In case, the Bid is being submitted by the authorised representative, the signatory should give a declaration through authenticated documentary evidence to establish that he is authorised to sign the document on behalf of the Bidder and that he is the competent authority of the Bidder to sign the necessary documents and bind the bidding.
9. Bank reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. RBI does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the Bid without assigning any reason whatsoever. Bank also has the right to re-notify the process without the Bidders having the right to object to such renotification. It also reserves the right to decline to discuss the matter further with any party expressing interest.
10. The contents and the information provided in the RFP/BID DOCUMENT is strictly confidential and by accepting this RFP/BID DOCUMENT, the interested parties / Bidders unconditionally undertake, not to use any part or the whole of information, in any manner, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the RFP/BID DOCUMENT issued by Bank. This document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
11. All the proposals received from broker/agent/realtor should have an irrevocable authorisation letter duly signed by the owner of the property to submit the RFP on behalf of the owner. The owner of the property shall irrevocably permit the broker/agent/ realtor to submit the Bid on his behalf. No brokerage will be paid by the Bank.

4. GUIDELINES FOR e-PROCUREMENT

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

Process of RFP (Bid Submission on MSTC):

- 1) Registration:** The process involves Bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the Bidder can submit his / their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. 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).

Guidelines for Registration:

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

1. 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.
2. 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 the e- RFP.

2) System Requirements:

1. Windows 7 or above Operating System
2. IE-7 and above Internet browser
3. Signing type: Digital Signature
4. Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system

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)

3) Transaction fee:

The Bidder shall pay the transaction fee of Rs 15000/- (excluding GST), 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 mail. **Transaction fee is non-refundable.** A 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.

4) Submission of RFP

Information about RFP/ corrigendum uploaded shall be sent by email only during the process till finalization of RFP. Hence the Bidders are required to ensure that their e-mail ID provided is valid and updated at the time of registration of Bidder 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 at www.mstcecommerce.com/eprochome/rbj. 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).

1. The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
2. The Bidder 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.
3. The Bidder should have running JAVA application. 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 'Techno-Commercial Bid'. If this JAVA application does not run, then the Bidder will not be able to save / submit his 'Techno-Commercial Bid'.
4. After filling the 'Techno Commercial 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 'Techno-Commercial Bid' & 'Price Bid' have been saved, Bidder must click on the "Final submission" button to register the bids.
5. Pages of Part I (Techno-Commercial 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. Bidder are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
6. 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.
7. During the entire RFP process, the Bidder will remain completely anonymous to one another and also to everybody else.
8. The RFP floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
9. All electronic bids submitted during the RFP 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.

10. 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.

No deviation of the terms and conditions of the RFP document is acceptable after opening of Part I of the RFP. Submission of Bid in the RFP floor by any Bidder confirms his acceptance of terms & conditions for the RFP. Any order resulting from this RFP shall be governed by the terms and conditions mentioned therein. The RFP inviting authority has the right to cancel this RFP or extend the due date of receipt of Bid(s) without assigning any reasons thereof.

Bidders are requested to read the "Vendor guide" and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

5. ELIGIBILITY CRITERIA

1. This Bid is open to all Bidders who meet the minimum eligibility criteria and technical parameters for selection. The Bidder has to submit the documents substantiating their compliance with the eligibility criteria basis point mentioned in Clause 8.3 and Clause 12 A of RFP document.
2. The Bidder should be competent to Bid and enter into contract as per applicable laws in India.
3. 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 of Rs.15,000 + GST. 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. EARNEST MONEY DEPOSIT (EMD)

1. The Bidder shall furnish EMD of Rs. 5,00,000/- along with Technical Bid.

2. Any Bid not accompanied by EMD for the specified amount shall be rejected summarily.
3. EMD can be paid through DD/BG/NEFT modes as detailed below, mode-wise:
 - a. Demand Draft (DD): favouring "RESERVE BANK OF INDIA" payable at Mumbai
 - b. Bank Guarantee (BG) from a Scheduled Bank: Bidder must ensure validity of BG till 1 year from date of opening of technical bid and extendable with mutual consent.

DD/BG are to be sent by post (or hand delivered) on the address of communication given in Schedule of events in such manner as to reach the addressee on or before the specified time on the last date of submission of the Bid as given in the Schedule of events. Scanned copies are to be uploaded with the Technical Bid documents on the e-tendering portal.

- c. National Electronic Fund Transfer (NEFT)- Payment is to be made in following account number -

A/c. No 41869163273

IFSC Code - RBISOCOD001

A/c. Name - Reserve Bank of India

(Proof of payment to be uploaded with technical Bid documents in case of NEFT)

4. The EMD of the unsuccessful Bidders shall be returned within 45 days from the date of issuance of LOI to successful Bidder and no interest in whatsoever manner shall be payable. The EMD of successful Bidder will be retained till handover of the property and no interest shall be payable in whatsoever manner.
5. The EMD shall be forfeited provided:
 - a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP/BID DOCUMENT; 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.
6. If EMD is forfeited for any reasons mentioned above, the concerned Bidder shall be prevented from participating further in this RFP/BID DOCUMENT.

8. BID PREPARATION AND SUBMISSION

The Bid shall be prepared and submitted in English in 2 parts – technical Bid and price Bid and is to be submitted through e-Tendering on the following portal at:

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

Bidders shall submit their bids in the MSTC portal.

8.1 The technical Bid is to be accompanied by:

- A) Bid covering letter on the lines of [Annexure 3](#) on Bidder's letter head mentioning/confirming the following:
1. Mentioning details of EMD submitted
 2. Certifying that the period of the validity of the Bid is as per terms of this RFP/BID DOCUMENT
 3. Confirming that the Bidder has quoted for all the items/services mentioned in this RFP/BID DOCUMENT in their Price Bid
 4. Confirming that they agree with all the terms and conditions mentioned in the RFP/BID DOCUMENT
 5. Confirming that the Bidder including his/its employees and agents shall not disclose Bank's identity or the requirement brief and the terms offered in this document or the discussion hereafter in the open market or media; that the contents of this offer shall remain strictly confidential between the two parties.
 6. 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
- B) Proof of payment of Earnest Money Deposit (EMD) as specified in the Schedule of Events and Clause 7 above in this document
- C) 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

- D) A self-declaration as per [Annexure 5](#)
- E) Copy of registered Agreement between the Bidder and the landowner(s) in case the land is on leasehold basis.
- F) Nature of right over the property/status and ownership of the property and details of title over the property - copies of the supporting documents to be attached
- G) Power of Attorney/Consent from the owner/majority stake owner, if the Bidder is not the owner of the property
- H) Site Plan, approved layout plans from statutory body, drawings, and photographs of the premises
- I) Copy of the Occupation Certificate, if available
- J) 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 tune with the established standards and is safe AND strong/stable. A detailed report to be submitted by successful Bidder.
- K) List of amenities provided/to be provided viz., floor finish, lift lobby, entrance lobby, external facade, number of toilets on floor, number of lifts (exclusive use of RESERVE BANK OF INDIA, if any), finishes of staircase, provision for centralised AC, AHUs, etc.
- L) Green Building certification or pre-certification (if available) from LEED India or IGBC or GRIHA
- M) Evidence of connected and sanctioned electrical load that can be exclusively used by the Bank
- N) Evidence of generator power back-up for electrical supply for lighting and other electrical equipment for connected load- for common areas/others
- O) List of inclusions offered as per [Annexure 9](#) and their cost should be included in Base Sale Price.
- P) NOC from Society as applicable
- Q) in case of leasehold land, copy of the lease deed

- R) Fire safety clearance certificate/NOC
- S) Municipal documents and bills as applicable (water bills, property tax, electricity bills)
- T) Mandatory requirement and other information as specified in [Annexure 4](#) and [10](#)
- U) Please also note that:
 - i. The Bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
 - ii. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder company.
 - iii. Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids.
 - iv. Bidder shall be prepared to produce Income tax and other statutory approvals/clearances, Nil encumbrances, etc. as and when required.

8.2 The price Bid should comprise only of the duly filled in [Price Bid form as per Annexure 11](#) quoted in Indian Rupees. In addition, following documents should be added as part of the Bid:

- a) Valuation report of the property to support the price quoted, done on a date not more than 6 months prior to the date of issue of this RFP/BID DOCUMENT
- b) The Price 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 per sq. ft. basis.

8.3 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 signed 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
- h) If Integrity pact is not submitted with technical Bid

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

9. BID INTEGRITY

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the 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.

Integrity Pact: Bidders shall note that the pre-contract integrity pact as per [Annexure – 6](#) will have to be submitted by them along with the technical Bid and same will be valid for successful bidder for a period of 12 months after the last payment under the respective contract and for all other Bidders 6 months after the LOI has been issued and accepted by successful bidder. In this connection, please note that the Bank has appointed Shri Vishwanath Giriraj and Shri Divya Prakash Sinha as the Independent External Monitor (IEM) for this RFP/BID DOCUMENT to review independently and objectively, whether and to what extent both parties have complied with their obligation under Integrity Pact.

10. BIDDING PROCESS/ OPENING OF TECHNICAL BIDS

- 1) All the technical bids received on or before 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.
- 2) The Bank will determine the responsiveness of each Bid to the Bidding Document.
- 3) In the first stage, only technical bids will be opened and evaluated which includes minimum eligibility criteria. Proposals of such Bidders satisfying minimum eligibility criteria and agree to comply with all the terms and conditions specified in the RFP/BID DOCUMENT, will be evaluated for further technical criteria/parameter. Only those bids complying with technical parameters shall become eligible for Price Bid opening and further RFP/BID DOCUMENT evaluation process.
- 4) The Bank will examine the Bids to determine whether they are complete in all respects, the required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order.
- 5) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.
- 6) If a Bid is not responsive, it may be rejected by the Bank.
- 7) Other Terms and Conditions of the Bidding are as follows:
 - a) All statutory clearances, as applicable, shall be available/obtained by the Bidders at their own cost before making the offer to the Bank and furnish a declaration stating that no Statutory dues are pending over the property.
 - b) All permissions required for peaceful occupancy and official use of the offered property by the Bank should be obtained by the Bidder before making the offer to the Bank.
 - c) The building should be designed for and/or provided with air- conditioning system.
 - d) Firefighting equipment to be provided and should have been maintained in good running condition complying with the Maharashtra Fire Prevention and Life Safety Measures Act, 2006.

- e) The electrical panel in the power supply should have provision for connecting generator supply
- f) The Bidder having building located within the existing Society should produce “No objection Certificate” from the Society, along with the Technical Bid or during the Technical Visit
- g) 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
- h) Common area, parking for cars to be specifically marked for use by RBI.
- i) Calculation of Space / Carpet Area would be subject to physical joint measurement of carpet area to be carried out by the Bank in the presence of the Bidders or its representative under their joint signature(s)
- j) Draft sale agreement: The successful Bidder, shall agree to the terms and conditions of Sale Agreement based on RFP/BID DOCUMENT terms, a copy of which will be sent along the LOI.
- k) All Municipal/Govt./other Statutory Agencies’ taxes/Charges/Levies up to the date of registration of sale deed/transfer of ownership shall be borne by the seller (successful Bidder)
- l) Bank holds the right to alter its requirement, commercials, or clauses above as it may find appropriate, any time after submission of the above RFP/BID DOCUMENT.
- m) Bank may issue public notice in leading newspapers inviting claims if any from the public before executing sale deed. The Bidder should not have any objection for issuance of the public notice by the Bank.
- n) Please also note that:
 - 1) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid
 - 2) The Bidder must provide specific and factual replies to the points raised in the RFP/BID DOCUMENT

11. PERIOD OF VALIDITY OF BIDS

- 1) Bids shall remain valid for 210 days from the last date of opening of the technical bids.
- 2) A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- 3) The Bid validity may be extended at the discretion of the Bank and If any bidder does not convey his acceptance for such extension, his bid will not be processed further.

12. EVALUATION PROCESS AND CRITERIA

The selection process consists of the following considerations:

- A) Minimum eligibility Criteria (Pre-Qualification)
- B) Technical Bid Evaluation
- C) Price Bid Evaluation (includes Techno-Price Ranking - 70:30)

Minimum Eligibility criteria

Each Bidder must meet following Minimum Eligibility Criteria (inability to meet any one of these conditions will lead to rejection of Bid):

Sr. No.	Parameter	Bank's Requirement	Document/s to be submitted
1.	Distance from the Bank's Office building	i) Property in South Mumbai should not be more than 1.5 km from RBI, Central Office Building	Independent verification by the Bank.
		ii) Property should be in BKC	
2.	Carpet Area*	Minimum office area of 28,000 sq. ft. and maximum 82,000 sq. ft	Site Plan, layout plans/floor plans with dimensions, drawings of the premises Photographs and certificate by architect
3.	If the offer is of different floor/s in the same building, the offered area	No scattered floor shall be considered	

	should comprise of entire floor/s		
4.	The space offered is within the same building	Buildings connected by passage will also be considered as same building.	
5.	Title to ownership	Title to ownership should be clear, marketable and free from all encumbrances.	<p>Copy of Occupation Certificate or any other document in lieu of Occupation Certificate and all relevant ownership documents with supporting documents.</p> <p>POA and/or consent form from the owner/ majority stake owner if the Bidder is not the owner.</p> <p>NOC in case of leasehold land/building.</p> <p>Copy of the lease deed.</p>
6.	Necessary permissions for use of premises for office purposes are in place	All necessary statutory/municipal approvals should be submitted	All necessary statutory/municipal approvals should be submitted.
7.	Structural stability certificate	Building should have a valid structural stability certificate not more than 6 months old as on the last date of submission of Bid. A detailed report on building structure stability to be provided by successful Bidder.	Relevant certificate from Govt./MCGM approved Structural Consultant to be enclosed
8.	Fire safety clearance	Building should have valid/current fire safety clearance as on the last date of submission	

		of Bid	
9.	Availability of all functioning utilities such as water and electricity	The functioning utilities such as water and electricity should be available	Municipal document/bills as applicable
10.	Air conditioning system	Building should have provision for appropriate Air conditioning system and adequate space for keeping indoor/outdoor AC units	Any document available with the Bidder. Also there will be independent verification by the Bank.
11.	Lift/Provision for installation of Lift (not applicable for the premises offered on Ground Floor)	Offered Premises should have lift/provision for installation of lift.	
12.	(i) NOC from the lessor (ii)Residual lease period	(i) If building is on lease hold land, NOC from the owner shall be submitted. (ii) Residual lease period should be minimum 30 years	

*Carpet area shall be calculated as per the provisions of Maharashtra RERA Circular No. 4 of 2017 dated 14.06.2017 on 'Calculation of Carpet Area'. None of the other areas included in the Building and this offer shall be accounted for in the Carpet Area calculations.

The area offered by each Bidder for each Bid will be verified by the Bank. If area computed is less than the minimum area, the Bid shall be outrightly rejected. If the offered area is meeting the minimum area requirement specified in RFP/Bid Document then same will be communicated to Bidder. The area thus computed by the Bank will be considered for the purpose of this RFP/BID DOCUMENT and will be binding on the Bidder. If the Bidder does not accept the computation of area by the Bank, the Bid of such Bidder will not be considered for opening of Price Bid.

13. TECHNICAL EVALUATION

- 1) Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed premises, reference calls and site visits by an evaluation committee comprises with RBI officers, wherever required.

- 2) The Bank reserves the right to evaluate the bids on technical parameters including premises visit also. Only those Bids which are found to satisfy all essential requirements as per terms and conditions of this RFP/BID DOCUMENT, will be further evaluated based on an evaluation matrix and assigned technical scores. Such technical evaluation and awarding of technical scores will be carried out by a committee of the designated technical officers of the Bank using the following evaluation matrix:

A) SCORING MATRIX CRITERIA

(Please furnish supporting documents against each parameter)

Scoring of parameters on a scale of 0 (Lowest) to maximum marks (Highest)

	PARAMETER	Reference Range	Maximum Marks
1.	Location Profile		12
a.	Distance from RBI central office building in South Mumbai	Up to 0.5 Km – 5 From 0.5 km to 1 km – 4 From 1 km to 1.5 Km – 3	5
	Distance from RBI BKC office building	Up to 1 Km – 5 From 1 km to 2 km – 4 From 2 km to 4 Km – 3	
b.	Width of the access road (Main gate entry road to be considered as access road)	If width \geq 9m – 2 If width \geq 6 m & < 9m – 1	2
c.	Distance of the property from nearest local railway station	Up to 1.5 km – 5	5

		From 1.5 to 3 Km – 3	
2.	Social Infrastructure		10
a.	Restaurants / Varied Food & Beverage Options at various Price Points	Within 250m - 2 250m to 500m – 1	2
b.	Hospital	Within 2.5 km – 3 2.5 km to 5 km – 1	3
c.	Police Station	Up to 5 km – 2 points	2
d.	Fire Station	Up to 2.5 km – 3 points 2.5 Km to 5 Km – 1 point	3
3.	Building and Premises Profile		78
a.	Whether entire building is offered for sale. (Additional marks for Corner location having adjacent roads)	Yes, and corner – 3 points Yes – 1 point	3
b.	Space available	50,000– 82,000 sq. ft. – 3 points 28,000 – 50,000 sq. ft. – 1 point	3
c.	Floor Offered	Single floor/Contiguous floors – 2	2
d.	Layout & Floor Plate Efficiency as per BMC approved plan	Above 70% - 3 points 60% to 70% - 2 points	3
e.	No. of elevators in the building	More than 2 elevators – 3 points 2 elevators – 2 points	3
f.	Availability of dedicated car parking facility within the premises or adjacent to the premises and which will form part of the registry	1 car per 1000 sq. ft. carpet area – 3 points 1 car per 1250 sq. ft. carpet area – 2 points 1 car per 1500 sq. ft. carpet area – 1 point	3
g.	Nearby public parking (Pay & Park)	Up to 500m – 5 points 501m to 1km – 3 points	5

		Over 1 Km – 1 point	
h.	Society/Condominium	If single for full building – 1 point	1
i.	Space for Signage	Provision available – 1 point	1
j.	Green Building Certification (Certification may be from any Govt. approved agencies like IGBC/GRIHA)	Gold and above (IGBC)/ 4 * & above (GRIHA) – 2 points Any certificate – 1 point	2
k.	Central Air conditioning	Dedicated Central AC available – up to 4 points Shared Central AC available – 2 points	4
l.	Canteen	If available – 2 points	2
m.	Suitability of premises for office needs (Assessment of suitability of premises shall be done by the Bank). Following factors may be considered – <ul style="list-style-type: none"> • Age of the building • Type of construction (RCC Framed/Flat slab construction/Load Bearing Wall construction) • Repairs/renovations not required • Suitability from security perspective • Toilets • Flooring • Natural light and ventilation • Risk of water logging • Developers/owners profile • Arrangement for power back-up • Feasibility of taking external connection for network, data, and power 		40

	<ul style="list-style-type: none"> • Headroom • Look & feel/Surrounding area • Any other parameter found necessary by the bank 		
n.	Status of apportioned Land conveyed to RBI together with building.	<p>Freehold land provided to the Bank - 6 points</p> <p>Land on perpetual lease i.e. more than 99 years – 6 points</p> <p>Land on lease for more than 50 years and up to 99 years – 4 points</p> <p>Land on lease for more than 30 years and up to 50 years – 2 points</p>	6

Scoring for all the parameters below reference range will be zero. The scores awarded by the Bank as per scoring matrix shall be final and binding on all Bidders.

Only those offers which score at least 55% overall in technical evaluation shall be considered for opening of price Bid.

B) Information to be submitted about the offered property

Sr. No.	Parameter	Description
1	Operating and Maintenance Services	<p>Maintenance costs: Please specify the following: The services that are included in the maintenance services schedule, including backup generators and HVAC systems</p> <ul style="list-style-type: none"> • Basis of calculation of maintenance and operating expenses. • Please note that such maintenance costs should accommodate for 24-hour operations. In addition, please confirm that building maintenance will not interfere with evening and/or 24-hour operations. • Please specify operating hours of central air conditioning system and after-hours costs

		<p>associated with it (if any)</p> <ul style="list-style-type: none"> • Whether there are any third parties / professional facilities management agencies maintaining the building – currently or planned in future • All maintenance costs should be auditable by the Bank. AMC (Annual Maintenance Contracts) Costs of the DG sets, lifts and all other equipment will be inclusive in the maintenance costs.
2	Air Conditioning charges and Diesel Generators (DG) Charges	Please specify the cost per unit for running of ACs (including after- hours costs, if any) and DG set.
3	Security	Please describe the security system designed for the building/premises.
4	Fire & Safety	Please describe the Fire detection and fire-fighting system designed for the building. Also provide fire evacuation plan designed for the premises
5	Building Glass Façade	Kindly Confirm system of Glass façade installed in the building/premises i.e. Single Glazed (SGU) or Double-Glazed façade (DGU) along with quality of the same
6	Amenities	<p>Please describe the amenities and/or special services that will be available within the building and the costs, if any.</p> <p>Please provide details of water supply & sewerage systems in place or proposed, together with waste management systems.</p>
7	Power load of the building	<p>Document from electricity company for sanctioned load.</p> <p>The proposed Premises should have adequate electrical sanctioned load before handover to RBI.</p>
8	Age of the building (in years) Whether heritage structure	
9	Bidder profile (applicable to Developers only)	

	<ul style="list-style-type: none"> • Track Record & Experience with Commercial Clients in Mumbai - work done in the last 5 years • Financial Status (Annual Turnover in INR Crore)- for the last 3 years 	
10	<p>Current use of property</p> <p>i) Whether self-possession</p> <p>ii) Whether leased out If yes when the lease is expiring (Details of lessee)</p> <p>iii) In the event of successful bidding, whether the bidder will be in a position to handover vacant and peaceful possession of the property.</p>	
11	Headroom	Floor to lowest soffit point of hanging beam
12	<p>Whether cooking facility available or not</p> <p>If yes provide necessary documents</p>	

C) Particulars of the Owner

Sr. No.	Parameter	Description
1	Details of the owner(s)	Please indicate the full legal name(s)

		of the Owner with whom RBI will be signing the Purchase agreement.
2	Legal structure of the owner(s)	Please also provide full particulars about legal structure viz. sole proprietary, partnership, or limited company with details of names and addresses of proprietor, partners, directors, major shareholders with registration/incorporation particulars (as applicable) & their consent letter.
3	Financial Statements	Audited financial statements of last three years/Income Tax Returns of last 3 years i.e. for the FY 2017-18, 2018-19, 2019-20
4	PAN Card & GST	Kindly attach PAN Card copy of individual, firm and GST certificate

14. EVALUATION OF PRICE BIDS AND FINALIZATION

- 1) Only those offers which score at least 55% overall in technical evaluation shall be considered for opening of price Bid. Price bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- 2) The date and time of opening of Price Bids will be communicated to technically qualified Bidders. Interested technically qualified Bidders can witness the opening of the Price Bids.
- 3) 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.
 - Effective Cost (as indicated in the Response Format) shall be considered for Final Evaluation along with technical criteria in the ratio of (70:30)
 - Effective Cost shall be measured in INR per sq. ft. on Carpet Area Basis
 - The formula used for weightage will be as follows

$$\text{Technical Score} = \frac{\text{Bidder Technical Score}}{\text{}} \times 70$$

Max (Bidder Technical Score 1...n)

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

Bidder's Final score = Technical score + Price score

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

The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Price Bid. He is also required to provide any additional information/clarification required on Minimum eligibility criteria, technical Bid or price Bid within the stipulated period failing which his Bid may be disqualified.

- 4) Price Bid valuation shall be considered as below in case of any kind of discrepancy:
 - a. If there is discrepancy between unit price and total price, the unit price shall prevail,
 - b. If there is a discrepancy in the total, the correct total shall be arrived at by the Bank and the same shall be binding on the Bidder.
- 5) In case of any shortfall in required area of the property offered by the successful bidder, the Bank has the discretion to accept the property from the other qualified bidder(s) also in order of score(s).

15. AWARD CRITERIA

- 1) The Bank will notify acceptance by LOI to successful Bidder.
- 2) The Selected Bidder has to return the duplicate copy of the LOI to the Bank within 7 working days, duly accepted, stamped and signed by authorized signatory in token of acceptance along with Copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted. The acceptance shall be unconditional and irrevocable.
- 3) The notification of award and acceptance thereof shall constitute the formation of the contract.

- 4) Until the execution of a formal Agreement, the Bid document, together with the Bank's notification of award (LOI) would constitute a binding contract between the Bank and the successful Bidder.
- 5) 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. EXECUTION OF AGREEMENT AND HANDING OVER OF PROPERTY

- 1) The successful Bidder shall be required to enter into a Sale 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.
- 2) Expense towards Stamp Duty and Registration Charges in connection with the execution of the Sale Agreement as a result of this RFP/BID DOCUMENT process shall be borne by the Bank. Necessary co-ordination with the Sub Registrar's Office to be done by the Bidder. All incidental expenses, if any, in this regard other than stamp duty and Registration Charges are to be borne by the Bidder.
- 3) Payment of consideration shall be made by way of e-payment/ NEFT/RTGS mode at the time of registration of sale deed which will be executed as per standard format.
- 4) The vacant and peaceful possession of the property shall be handed over with the execution and registration of the sale agreement.
- 5) 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.).

The Bank reserves the right to hold 1% of the total consideration for a defect liability period of 12 months after execution of agreement/handover of the property against any structural issues that may exist in the property and may have not been identified in structural stability certificate.

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

Submission / receipt of the Bid does not constitute acceptance of the said offer by the Bank. The 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 award of contract, without assigning any reason and/or incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action/assign any reason whatsoever of the Bank's action and decision of RBI in this regard shall be final and binding.

18. LIMITATION OF LIABILITY

Under no circumstances the Bank shall be liable to the Bidder for direct, indirect, incidental, consequential, special, or exemplary damages arising due to rejection of Bid/s.

With regard to the liability of the Bidder, the limitation of liability shall not be confined only to loss suffered arising out of fraud, misrepresentation or breach of confidentiality obligations perpetrated by the Bidder and, in such cases, the claim shall be equivalent to actual loss suffered or as may be quantified/imposed or ascertained by a competent Authority (Statutory or Judicial).

19. INDEMNITY

The Successful 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 the Bank's authorized/bona fide use of the property purchased from the Bidder under this RFP/BID DOCUMENT.

20. FRAUD AND CORRUPT PRACTICES

- 1) The Bidder and their respective officers, employees, agents, and advisors shall observe the highest standard of ethics during the Bidding Process.
- 2) 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
- 3) 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, such Bidder shall not be eligible to participate in any RFP/BID issued by the Bank for a period of 5 (five) years from the date when such 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, as the case may be
- 4) For the purposes of this Clause, the following terms shall have the meaning herein after, respectively assigned to them:

A) "corrupt practice" means

(1) 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 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

(2) 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 property 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 property;

B) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process

- C) “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.

- D) “Undesirable practice” means 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;

- E) “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.

21. FORCE MAJEURE

The Bidder or the 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 pandemic/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.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and any change thereof. Unless otherwise directed by the 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.

22. APPLICABLE LAWS

The contract shall be governed by Indian laws and subject to the exclusive jurisdiction of courts at Mumbai City.

23. TAXES AND DUTIES

- 1) 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

- 2) 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.

24. COMPLIANCE WITH LAWS

- 1) 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 RFP 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.
- 2) 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/BID DOCUMENT under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- 3) 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.

25. NON-DISCLOSURE AGREEMENT

The selected Bidder shall submit a signed Non-Disclosure Agreement (NDA), as per [Annexure – 7](#) and be bound by it.

The Bidder shall treat all documents, information, data and communication received from the Bank as privileged and confidential and shall not disclose the details of Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the Bank in connection therewith, without prior written consent of the Bank.

26. SET-OFF

- 1) 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/BID DOCUMENT, from the selected Bidder against payments due and payable by the Bank to the selected Bidder/Service Provider.
- 2) The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

27. OWNERSHIP OF DOCUMENT AND DATA

- 1) In the event of awarding the contract to the successful bidder, the Ownership, patent rights, legal rights of the documents/drawings/blue-prints etc, prepared by or for the Bidder arising out of or in connection with this Contract shall vest with Bank and the successful bidder shall relinquish the rights associated with those documents/drawings/blue-prints etc.
- 2) Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Bank, the Bidder shall deliver all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Bank at no additional cost.
- 3) The Bidder shall not, without the prior written consent of the Bank, store, copy, distribute or retain any such documents

28. ANNEXURE 1 – PRE-BID QUERY FORMAT

(To be provided strictly in Excel format)

Bidder Name	Sl. No	RFP/BID DOCUMENT T Page No	RFP/BID DOCUMENT Clause No.	Existing Clause	Query/Suggestions

29. ANNEXURE 2 – BIDDER CONTACT INFORMATION

Contact Number 1	
Name	
Designation	
Mobile Number	
Email Address	
Contact Number 2	
Name	
Designation	
Mobile Number	
Email Address	
Contact Number 3	
Name	
Designation	
Mobile Number	
Email Address	

30. ANNEXURE 3 – SELF DECLARATION (TO BE SUBMITTED AS PART OF TECHNICAL BID)

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

The Chief General Manager –In-Charge Reserve Bank of India

Premises Department Central Office

5th Floor, Central Office Building Shahid Bhagat Singh Road

Fort, Mumbai-400001

Dear Sir,

Ref: RFP/BID DOCUMENT dated __

I / We have examined the above RFP/BID DOCUMENT, 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/BID DOCUMENT. I / We shall participate and submit the price Bid on the date advised to us on MSTC Portal.

I. While submitting this Bid, I / We certify that:

The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.

Prices submitted by me / us have been arrived at without agreement with any other Bidder of this RFP/BID DOCUMENT for the purpose of restricting competition.

The prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP/BID DOCUMENT.

I / We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.

The rate quoted in the price bids are as per the RFP/BID DOCUMENT and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

II. If our offer is accepted, I / We undertake to hand over the vacant and peaceful possession of premises to the Bank as specified in this RFP/BID DOCUMENT.

III. I / We agree to abide by all the terms and conditions of this RFP/BID DOCUMENT, and the rates quoted therein by us for the premises to be provided to the Bank will be valid up to the period prescribed in the Bid, which shall remain binding upon us

IV. I / We certify that I / We have not made any changes from the contents of the RFP/BID DOCUMENT read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.

V. It is further certified that the contents of our Bid are factually correct and that we have quoted for all the items/services mentioned in this RFP/BID DOCUMENT in our price Bid. I / We also accept that in the event of any information / data / proving to be incorrect, the Bank will have the right to disqualify us from the Bid.

VI. We, including our employees, agents and Bidders undertake that we would not disclose RBI's identity or requirement brief and the terms offered in this document or discussion hereafter in the open market or media or any third party.

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/BID DOCUMENT and I / We shall be jointly and severally responsible for the due performance of the contract.

IX. We understand that the name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).

X. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP/BID DOCUMENT.

XI. Documentary evidence of payment of EMD vide..... mode/particulars) along with other documents required as per the RFP/BID DOCUMENT are attached

Dated this day of2021

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign and Bid for and on behalf of

Seal (in case of registered entity)

31. ANNEXURE 4.1 – GENERAL INSTRUCTIONS (TO BE SUBMITTED AS PART OF TECHNICAL BID)

Technical Bid Form - 70% weightage, i.e. marks out of 70

PURCHASE ACQUISITION OF PREMISES FOR COMMERCIAL USE AT SOUTH MUMBAI and BKC

1. Bidders shall submit their bids in two separate parts in the MSTC portal. Part 1 shall be the 'Technical Bid'.

The Part 2 shall be the 'Financial/Price Bid'. The Price at which the property is offered is required to be entered in the portal in the format prescribed for the 'Financial Bid'

2. The EMD of the Bid is to be submitted along with the Technical Bid.

3. The requirements of the Bank for the proposed facility are outlined herein below:

- A) The Bidder is requested to fill in the template outlined below in this document. If the responses are conditional in nature or any portion is left unanswered, RBI is entitled to consider the Developer/Landlord's unwillingness to participate as explained in the RFP/BID DOCUMENT and to disqualify the Developer/ Landlord from further participating in the RFP/BID DOCUMENT.
- B) The Bank is currently in the selection stage of the evaluation process and would like to evaluate the project against other alternatives. It shall review the submitted Bid offers and reserves the right to not accept any late responses and is under no obligation to accept the lowest offer or indeed any offer: Further, the Bank is free to conduct the process for a transaction as it determines fit in its sole discretion (including, without limitation, terminating further participation in the process by any party, negotiating with any party and entering into an agreement with respect to a transaction without prior notice to you or any other person) and any procedures relating to the process or a possible transaction may be changed at any time without prior notice to you or any other person.
- C) The information attached to this letter is purely intended as a guide and the Bank does not make any representation or warranty of any kind, expressed or implied, as to the accuracy, completeness or reasonableness of the information contained herein or any other written or oral communication transmitted or made available to Bidder.

- D) All offers that are made in answer to this RFP/BID DOCUMENT must follow the Offer Template that is detailed below. It is intended as a guide to all participants to ensure that all offers cover the relevant points to a Purchase transaction.

- E) If the Bidder has any marketing material that has not already been provided and wishes to submit it now the same should be submitted with this offer.

32. ANNEXURE 4.2 – BID FORMS TO BE FILLED BY BIDDER

A. Minimum Eligibility Criteria

Each Bidder must meet following Minimum Eligibility Criteria (inability to meet any one of these conditions will lead to rejection of Bid):

Sr. No.	Parameter	The Bank's Requirement	Document/s to be submitted	Bidder's Response	Document/s Submitted (Yes/No)
1.	Distance from The Banks's Office building	i) Property in South Mumbai should not be more than 1.5 km from RBI, Central Office Building	Independent verification by the Bank.		
		ii) Property should be in BKC			
2.	Carpet Area	Minimum office area of 28000 sq. ft. and maximum 82000 sq. ft.	Site Plan, layout plans/floor plans with dimensions, drawings of the premises. Photographs and certificate by architect		
3.	If the offer is of different floor/s in the same building, the offered area should comprise of entire floor/s	No part floor shall be considered			
4.	The space offered is within the same building	Buildings connected by passage will also be considered as			

		same building.			
5.	Title to ownership	Title to ownership should be clear and free from all encumbrances. The successful bidder shall handover the vacant and peaceful possession of the property as per the schedule of time limits.	<p>Copy of Occupation Certificate or any other document in lieu of Occupation Certificate and all relevant ownership documents with supporting documents.</p> <p>POA and/or consent form from the owner/ majority stake owner if the Bidder is not the owner.</p> <p>NOC in case of leasehold land/building. Copy of the lease deed.</p> <p>NOC in case of any loans on property</p>		
6.	Necessary permissions for use of premises for official purposes are in place	All necessary statutory/municipal approvals should be submitted.	All necessary statutory/municipal approvals should be submitted.		
7.	Structural stability certificate	Building should have a valid structural stability certificate not more than 6 months old as on the last date of submission of Bid.	Relevant certificate from Govt./MCGM approved Structural Consultant to be enclosed		

		A detailed building structure stability report to be submitted by successful Bidder			
8.	Fire safety clearance	Building should have valid/current fire safety clearance as on the last date of submission of Bid			
9.	Availability of all functioning utilities such as water and electricity	The functioning utilities such as water and electricity should be available	Municipal documents/bills as applicable		
10.	Air conditioning system	Building should have provision for appropriate Air conditioning system and adequate space for keeping indoor/outdoor AC units	Any document available with the Bidder. Also there will be independent verification by the Bank		
11.	Lift/Provision for installation of Lift (not applicable for the premises offered on Ground Floor)	Offered Premises should have lift/provision for installation of lift.			
12.	(i) NOC from the lessor (ii)Residual lease period	(i) If building is on lease hold land, NOC from the owner shall be submitted. (ii) Residual lease period should be minimum 30 years			

B I. TECHNICAL BID FORM TO BE FILLED BY THE BIDDER

	PARAMETER	Bidder's Response
1.	Location Profile	
a.	<p>(i) Address of the offered property (Please specify the name, location and address of the project being offered. We require the full postal and legal address of the property, including site numbers. Please feel free to include location map of the project for better understanding of the project location)</p> <p>(ii) Distance of the offered property from RBI central office if it is in South Mumbai</p> <p>(iii) Distance of the offered property from RBI BKC office if it is in BKC</p>	
b.	<p>Width of the access road (Main gate entry side road to be considered as access road)</p>	
c.	<p>Distance of the offered property from nearest local railway station in km (Please indicate the name of the nearest railway station).</p>	
2.	Social Infrastructure	
a.	<p>Distance of Restaurants / Varied Food & Beverage Options at various Price Points from the offered property</p>	
b.	<p>Distance of nearest Hospital from the offered property</p>	
c.	<p>Distance of nearest Police Station from the offered property</p>	
d.	<p>Distance of nearest Fire Station from the offered property</p>	
3.	Building and Premises Profile	
a.	<p>Whether entire building is offered for sale.</p>	

	If yes, whether the offered building is located on corner.	
b.	<p>Floor number/s of the building with area floor wise on which the offered area is distributed.</p> <p>If the offered area is at single floor. Please confirm that the area is as one unit.</p> <p>(Please attach the approved floor layout plan)</p>	
c.	<p>Layout & Floor Plate Efficiency as per BMC approved plan.</p> <p>Please specify the Carpet Area to Built-up Area ratio i.e. the efficiency of the unit. (Duly defining Built-up Area)</p>	
d.	No. of elevators in the building	
e.	Parking availability (in sq. ft. for one parking) within the premises or adjacent to the premises and which will form part of the registry	
f.	Distance of Nearest public parking (Pay & Park)	
g.	<p>Society/Condominium formed or not</p> <p>If the entire building, then maximum marks will be awarded</p>	
h.	Provision for Unit Signage available or not	
i.	<p>Is the property offered has Green Building Certification (Certification may be from any Govt. approved agencies like IGBC/GRIHA/LEED)</p> <p>(Please provide details of the LEED and Green Certification or pre-certification sought for the building.</p> <p>Kindly attach the final approved scorecard with this RFP/BID DOCUMENT.)</p>	

j.	Central Air conditioning is dedicated or shared	
k.	Canteen available or not	
l.	Space offered	
m.	<p>Suitability of premises for office needs (Assessment of suitability of premises shall be done by the Bank). Following factors may be considered -</p> <ul style="list-style-type: none"> • Age of the building • Type of construction (RCC Framed / Flat slab construction/Load Bearing Wall construction) • Repairs/renovations not required • Suitability from security perspective • Toilets • Flooring • Natural light • Risk of water logging • Developer's/Owner's profile • Arrangement for power back-up • Feasibility of taking external connection for network, data, and power • Headroom • Any other parameter found necessary by the bank 	
n.	<p>Apportioned Land conveyed to RBI with Building is freehold or on lease hold</p> <p>If on lease hold, then lease period and expiry date</p>	

B II. Information to be provided about the offered property

Sr. No.	Parameter	Description	Response
1	Operating and Maintenance Services	<p>Maintenance costs:</p> <p>Please specify the following: The services that are included in the maintenance services schedule, including backup generators and HVAC systems</p> <ul style="list-style-type: none"> • Basis of calculation of maintenance and operating expenses. • Please note that such maintenance costs should accommodate for 24-hour operations. In addition, please confirm that building maintenance will not interfere with evening and/or 24-hour operations. • Please specify operating hours of central air conditioning system and after-hours costs associated with it (if any) • Whether there are any third parties / professional facilities management agencies maintaining the building – currently or planned in future • All maintenance costs should be auditable by RBI. AMC (Annual Maintenance Contracts) Costs of the DG sets, lifts and all other equipment will be inclusive in the maintenance costs. 	
2	Air Conditioning charges and Diesel Generators (DG) Charges	Please specify the cost per unit for running of AC (including after- hours costs, if any) and DG set.	
3	Security	Please describe the security system designed for the Building/Premises.	
4	Fire & Safety	Please describe the Fire detection and Fire fighting system designed for the Building/Premises. Also provide fire evacuation plan designed for the premises	

5	Building Glass Façade	Kindly Confirm system of Glass façade installed in the Building/Premises i.e. Single Glazed (SGU) or Double-Glazed façade (DGU) along with quality of the same	
6	Amenities	Please describe the amenities and/or special services that will be available within the Building/Premises and the costs, if any. Please provide details of water supply & sewerage systems in place or proposed, together with waste management systems.	
7	Power load of the building	Document from electricity company for sanctioned load.	
8	Age of the building (in years) Whether heritage structure		
9	Developer profile • Track Record & Experience with Commercial Clients in Mumbai – work done in last the 5 years • Financial Status (Annual Turnover in INR Crore) for the last 3 years		
10	Current use of property • Whether self-possession		

	<ul style="list-style-type: none"> • Whether leased out. If yes when the lease is expiring (Details of lessee) • In the event of successful bidding, whether the bidder will be in a position to handover vacant and peaceful possession of the property 		
11	Headroom (floor to lowest soffit point of hanging beam)		
12	<p>Whether cooking facility available or not</p> <p>If yes provide necessary documents</p>		

B III. Particulars of the Owner

Sr. No.	Parameter	Description	Response
1	Details of the Owner	Please indicate the full legal name(s) of the Owner with contact details with whom RBI will be signing the Purchase agreement.	
2	Legal structure	Please also provide full particulars about	

		legal structure viz. sole proprietary, partnership, or limited company with details of names and addresses of proprietor, partners, directors, major shareholders with registration/incorporation particulars (as applicable) & their consent letter.	
3	Financial Statements	Audited financial statements of last three years/Income Tax Returns of last 3 years in case of an individual/investor i.e. for the FY 2017-18, 2018-19, 2019-20	
4	PAN Card & GST	Kindly attach PAN Card copy of individual, firm and GST certificate	

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.

No liability, in whatsoever form, exists on the asset.

I/We hereby state that the above information is true, and we have gone through the Bid Document and we undertake that we have understood all the terms and conditions.

I/We offer our own premises, as mentioned above.

----- (Signature of Bidder)

Place:

Date

33. ANNEXURE 5 – UNDERTAKING (TO BE SUBMITTED AS PART OF TECHNICAL BID)

CERTIFICATE/UNDERTAKING FROM THE OWNER

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

Signature of the Owner

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

Signature of Owner (with seal if applicable)

I/We further declare, confirm and undertake:

- I. That the property has clear and marketable title and free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature. In the event of accepting the bid, the vacant and peaceful possession of the property, to the satisfaction of the Bank, shall be handed over the Bank at the time of registration of Sale Deed/Agreement.
- 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. That no statutory dues are pending over the property.
- IV. I/We am/area ware that the Bank is not bound to accept the lowest or any or all the RFPs and will not be required to give any reason for rejecting any RFP.
- V. That the car parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the sale deed before execution of the sale deed or a letter authorizing the said use will be provided to us.
- VI. The form which is downloaded from the website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.
- VII. That all the terms and conditions specified in this RFP Form are acceptable to me/us

- and that all the required details have been furnished in the appropriate blank places.
- VIII. 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.
- IX. That the following documents as per the requirement of the Bank or its legal team will be provided:
- Sale deed or any other title documents through which the offered premises was purchased by me/us earlier.
 - All original chain of documents pertaining to the premises.
 - Latest Receipt of payment of Electricity Bill and any other charges
 - Non-encumbrance Certificate and any other document required.
- X. My/our offer is open for acceptance for a period of 210 days from the date of opening of technical bids. If required, the validity period may be extended on mutual agreement with the Bank, in case my/our offer being considered for final shortlisting.
- XI. I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/RFP document and I/we understood the instructions fully.

Name of the signatory: _____

Place:

Signature of Owner (with seal if applicable)

Date:

34. ANNEXURE 6 – INTEGRITY PACT (TO BE SUBMITTED AS A PART OF TECHNICAL BID)

(To be executed on plain paper)

INTEGRITY PACT

Between

Reserve Bank of India (RBI) hereinafter referred to as “The Principal”, and M/s..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for _____ . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/s and Contractor/s.

To achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s National and international experience, the Principal will appoint an external independent Monitor/s who will monitor the RFP process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, shall in connection with the RFP for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The principal shall, during the RFP process treat all Bidders with equity and reason. The Principal shall, before and during the RFP process, provide to all Bidders the same information and shall not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the RFP process or the contract execution.

3. The principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal shall inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder / Contractor

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the RFP process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the RFP process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the RFP process or during the execution of the contract.

2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his Bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from RFP process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the RFP process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 5 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may evoke the exclusion prematurely.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principle is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the RFP process or the termination of the contract after the contract award has caused no damage or less damage than the amount of

the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the RFP process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the RFP process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the RFP process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor / Monitors

(to be decided by the Chairperson of the Principal)

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The Principal has nominated

Shri Vishwanath Giriraj and Shri Divya Prakash Sinha

as External Independent Monitor for the purpose of administration of this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidders accepts that the Monitor has the right to access without restriction to all the relevant documentation of the Principal including that provided by the Bidder. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the property provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder / contractor to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

(2) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Place.....

Date.....

For the Principal

For the Bidder/Contractor

Witness 1:

Witness 1:

Witness 2:

Witness 2:

35. ANNEXURE 7 – NON-DISCLOSURE AGREEMENT (APPLICABLE TO SUCCESSFUL BIDDER ONLY)

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

a) I shall treat all documents, information, data and communication of and with the Bank as confidential.

b) I 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/BID DOCUMENT.

c) Further, any such disclosure to any such person employed by me 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) I shall not, without the Bank’s prior written consent, make use of any document or information mentioned in these conditions of the RFP/BID DOCUMENT except for the sole purpose of performing this RFP/BID DOCUMENT.

.....
(Signature, name and address of the successful 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 successful Bidder)

(Seal of the successful
Bidder)

36. ANNEXURE 8 – SELF-DECLARATION – NO BLACKLISTING (TO BE SUBMITTED AS A PART OF TECHNICAL BID)

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

- I. Possess(es) 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 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 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)

37. ANNEXURE 9 – (TO BE UPLOADED AS A PART OF TECHNICAL BID)

RFP/BID DOCUMENT FOR PURCHASE OF OFFICE PREMISES IN SOUTH MUMBAI and BKC.

With reference to your advertisement in the local dailies/website (www.rbi.org.in), I/We offer following equipment along with the premises for sale to 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	Brief Description of Equipment
1		
2		
3		
4		
5		

(Add rows as required)

Place:

Signature of the Owner/s

Date:

or

Authorized Signatory with Name & Seal

38. ANNEXURE 10 – LIST OF DOCUMENTS

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	Integrity Pact (Annexure 6)		
5	Copy of MOU in case land belongs to other party		
6	Consent/POA from owner in case Bidder is not owner		
7	Ownership/Title documents		
8	Site plans and approved layout		
9	OC copy		
10	Structural stability certificate		
11	Building photos		
12	List of amenities		
13	Building certifications		
14	Evidence of electrical load		
15	Evidence of power generator for back up		
16	List of equipment offered		
17	Society NOC		
18	Lease deed in case of leasehold land or building		
19	Fire safety NOC		
20	Municipal/MMRDA bills (electricity, water, property taxes)		
21	All annexures (1 to 10)		
22	Heritage certificate (if applicable)		

*Mark page numbers to all the documents submitted.

39. ANNEXURE 11– PRICE BID

All units to be INR per sq. ft.

PRICE BID (COMMERCIAL SPACE)	ALL COSTS ON CARPET AREA BASIS
a) Base Sale Price on Carpet Area	
b) Electricity and Water Meter Charges	
c) Society Formation Charges	
d) Share Money Charges	
e) Amenities Charges	
f) Other & Legal Charges for formation of Apex Body	
g) OTHER COSTS	
Effective Cost (a+b+c+d+e+f+g in INR per sq.ft.)	

The PRICE BID should not have any reference to any other information other than price. Any violation of this condition will result in summary rejection of the offer. Hence, Bidders are requested to exercise caution.