

NIT (Notice Inviting Tender)/EOI Application

Sr	Particulars	Details
<u>No.</u> 1	Mode of Application	Only in sealed cover to be delivered in person/through courier (complete set of documents in hard copy as specified in section II of tender preferably in a spiral bound form)
2	Address for submission of completed documents on or before last date and time	The Chief General Manager-in-Charge, Reserve Bank of India, Central Office Building, Premises Department, 5th floor, Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001
3	Contact person in case of any issue/query related to empanelment	Contact number:022-22602277 Email ID: <u>spcellco@rbi.org.in</u>
4	Date of Notice inviting Application	February 26, 2025
5	RFE document can be downloaded from the websites <u>www.rbi.org.in</u> (under link Tenders) <u>www.dgciskol.gov.in</u> (under link Indian Trade Journal).	From February 26, 2025 to March 12, 2025
6	Last date of receiving queries from Applicants through email at spcellco@rbi.org.in	March 03, 2025
7	RBI's response to queries – Shall be uploaded in RBI website or communicated to respective Applicants through email	March 06, 2025
8	Last date and time for submission of duly filled/completed application in a sealed envelope.	On or before March 12, 2025 up to 15:00 Hrs. Please note that Applications received after the prescribed time and date for submission is liable to be rejected.
9	Date of Opening of Sealed Applications	On March 12, 2025 at 16:00 Hrs . Unless, a fresh date will be communicated to the Applicants.
10	Process of shortlisting of eligible applicants for empanelment	Please refer to section II of Notice Inviting Applications
11	Publishing final list of empanelment on Bank's website	May be intimated
	se the dates as mentioned above are e received and opened on the followi	e declared as a holiday, then the same ing working day at the same time





REQUEST FOR EMPANELMENT (RFE)

OF

CONSTRUCTION AGENCIES

FOR

"EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE"

FOR

RESERVE BANK OF INDIA

TRADE: Composite Works (Civil, Electrical, Mechanical, HVAC, Horticulture, Fire Fighting System etc.)

RESERVE BANK OF INDIA PREMISES DEPARTMENT CENTRAL OFFICE BUILDING FORT, MUMBAI – 400001

Last date for submission of Applications: 15:00 hrs. of March 12, 2025.

Disclaimer

The information contained in this Request for Empanelment document ("RFE") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of RBI or any of their employees or advisers, is provided to Applicants on the terms and conditions subject to which such information is provided.

This RFE is not an agreement and is neither an offer nor invitation by RBI to the prospective Applicants or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their application pursuant to this RFE. This RFE includes statements, which reflect various assumptions and assessments arrived at by RBI in relation to the Construction of office / residential space. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFE may not be appropriate for all persons, and it is not possible for the RBI, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFE. The assumptions, assessments, statements and information contained in this RFE, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFE and obtain independent advice from appropriate sources.

Information provided in this RFE to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. This information is neither exhaustive nor intended to serve as a definitive or authoritative statement of regulatory requirements. Applicants are advised to conduct their own due diligence and seek independent legal or professional advice as necessary. RBI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

RBI and its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or 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 RFE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFE and any assessment, assumption, statement or information contained therein or deemed from part of this RFE or arising in any way in this Selection Process.

RBI also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFE.

RBI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFE.

The issue of this RFE does not imply that RBI is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, and RBI reserves the right to reject all or any of the proposals without assigning any reasons.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by RBI, or any other costs incurred in connection with or relating to its proposal. All such costs and expenses shall be borne by the Applicant and RBI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the Selection Process.

Reserve Bank of India, Premises Department, Central Office, Mumbai invites Construction Agencies (hereafter referred as 'agencies') to provide Comprehensive Construction Services (Civil, Electrical, MEP, HVAC, Horticulture, firefighting etc.) for Construction Projects of Reserve Bank of India in various parts of India on 'Design and Build' Mode. Bidder/ Agencies are advised to study this document carefully before submitting their proposals in response to the RFE Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

EMPANELMENT OF CONSTRUCTION AGENCIES FOR "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA

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Section - I

DETAILED NOTICE INVITING APPLICATION FOR EMPANELMENT OF CONSTRUCTION AGENCIES FOR "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA

Reserve Bank of India, Premises Department, Central Office, Mumbai invites applications for empanelment of Construction Company / Agency / Firms for undertaking the "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA". The empanelment has four categories as stated in **Table 1.**

2.The complete RFE document has been published on <u>https://www.rbi.org.in</u> & <u>www.dgciskol.gov.in</u> for the purpose of downloading. The downloaded RFE document shall be considered valid for participation in the evaluation process. For any type of clarifications, Bidders/Agencies can contact 022-22602277 or mailto: <u>spcellco@rbi.org.in</u>

3.Only those Construction Company / Agency / Firm(s) which satisfy the pre-qualification criteria as laid down in section II of the RFE need to apply in the prescribed form in the RFE which may be downloaded from the websites mentioned hereinabove.

4. The panel shall remain valid initially for a period of 3 (three) years from the date of empanelment coming into existence subject to periodic review of performance. RBI reserves the right to extend the validity of panel for up to another 2 (two) years, one year at a time, at its sole discretion, on the same terms and conditions subject to satisfactory performance of the empanelled firm(s).

5. Please note that an applicant shall submit **only one application** for empanelment indicating the category/ies for which the firm is applying and submit the necessary documents as per the eligibility requirements for highest category.

6. Decision of the Bank with regard to selection of agencies for empanelment and for issue of tender forms to empanelled list of agencies for execution of works will be final. The Bank is not bound to assign any reason thereof.

7.Any amendments / corrigendum/ clarifications to this RFE, if any, issued in future will only be notified on the RBI Website and will not be published in the newspaper.

(i) Selection procedure shall be adopted as stipulated in this RFE.

(ii) Bidder (through authorized signatory) shall submit their proposal for eligibility and technical evaluation process.

(iii) Bidders/Agencies are requested to submit the complete RFE response proposal, well advance in time to avoid any other unforeseen problems. **Note:**

□ Applicants are requested to read the empanelment document carefully before submitting the applications. The empanelment does not confer any right or entitlement to claim for allocation of work. RBI reserves the sole discretion to allocate work, if any, and such allocation shall be subject to its internal requirements, policies, and other considerations. RBI's decision in this regard shall be final and binding.

1. Mode of Application	Only in sealed cover to be delivered in person/through courier (complete set of documents in hard copy as specified in section II of tender preferably in a spiral bound form)
2. Address for submission of completed documents on or before last date and time	The Chief General Manager-in-Charge, Reserve Bank of India, Central Office Building, Premises Department, 5th floor, Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001
3. Contact person in case of any issue/query related to empanelment	Contact number:022-22602277 Email ID: <u>spcellco@rbi.org.in</u>
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10. Process of shortlisting of eligible	Please refer to section II of Notice Inviting
applicants for empanelment 11. Publishing final list of empanelment on Bank's website	Applications May be intimated
In case the dates as mentioned above are declared as a holiday, then the same will be received and opened on the following working day at the same time.	

1. Introduction

- 1.1 To expedite the utilisation of the existing properties of RBI, as well as sites to be identified in future, RBI intends to invite applications towards empanelment of, Construction Agencies / firms having in- depth experience in the field of building construction work including Civil, Electrical, HVAC, MEP and Horticulture works etc. for implementation of Building Works & activities as per the defined scope of work and eligibility criteria provisioned in this RFE document. The object of this empanelment is to have a ready list of suitable and competent construction agencies for RBI's works minimizing the requirement of verification of their credentials at the time of individual tenders through Request for Proposal (RFP). This empanelment shall be used for strengthening RBI's project execution capabilities across India.
- 1.2 An applicant shall submit **only one application** for empanelment indicating the category/ies for which the firm is applying and submit the necessary documents as per the eligibility requirements for highest applied category.
- 1.3 The RFE application shall be required to remain valid for 3 months after due date of submission of the application. An application valid for shorter period shall be rejected as nonresponsive.
- 1.4 RBI shall have the right to utilise the empanelled agencies depending upon the workload, geographical needs and as per its sole discretion.
- 1.5 The empanelment of construction agency/ firm/ company shall remain valid initially for a period of 3 (three) years from the date of the empanelment coming into existence subject to periodic review of performance as specified by RBI. RBI reserves the right to extend the validity of panel by another 2 (two) years, one year at a time, at its sole discretion, on the same terms and conditions subject to satisfactory performance of the empanelled firms. RBI reserves the right to modify the duration of empanelment, including reducing or extending the period as deemed necessary. The empanelment shall be open to review by RBI and liable to suspension, cancellation, or any other such action at any time, if considered necessary by RBI, after issue of show cause notice.

2. Broad Scope of Work

- 2.1 The Design and Build process involves all activities from concept to completion of the project, broad distinct parameters, but not limited to, are listed as under:
 - a) Topographical survey and sub soil investigation
 - b) Comprehensive Planning and designing in complete fulfilment of the RBI's requirements
 - c) Justification of Feasibility, Constructability of the proposal and its risk analysis
 - d) Compliance to local bylaws
 - e) Cost estimation of the project
 - f) All statutory approvals, permissions and clearances
 - g) Quality Assurance and Quality Control
 - Procurement of all materials, equipment required and all other resources etc. required for project implementation
 - i) Operation Construction, Construction schedule and project management
 - j) Complete compliance with the procurement specifications, items and tender conditions
 - k) Performance testing of all completed works including all services
 - I) Obtaining completion / occupancy certificate from concerned local authorities.
- m) Handing over to RBI.
- 2.2 Broad spectrum of activities of the Construction Executing Agency will include but not be limited to:
 - i. All the duties, liabilities, functions, and obligations as laid down shall be performed with reasonable skill, care and diligence and also to ensure that the works are executed at site strictly as per the approval granted by RBI / Concerned local authorities, the terms and conditions of the Agreement entered into between RBI and the selected construction agency within the given time frame & agreed cost of the work.
 - ii. To ensure appropriate and established quality assurance and quality control on site by the selected construction agency and to maintain necessary site records and data in support of the same. Field and laboratory tests as and when required on materials of construction as well as on partially or completely erected structures etc. shall be carried out and adequate records thereof maintained. RBI may decide to engage independent agency for Third party Quality assurance for overview of the quality on RBI's behalf. However, the executing agency shall be fully responsible for the quality of the work.
 - iii. Complete day to day supervision of construction of the project ensuring quality management in accordance with tender stipulations, specifications, drawings and site conditions shall be

carried out by the executing agency. Quality management shall be exercised at all stages of construction, viz approval of materials based on results of tests on materials, usage of materials in proper proportions and workmanship at all stages of execution of individual items of work.

- iv. Regular Monitoring of milestones targeted versus targets achieved. Identification of causes of delay, if any, and in case of delay at any stage of project construction, implementation of suitable measure(s) for its mitigation to avoid further delay.
- v. Regular and timely flow of working drawing/instructions shall be ensured so as to complete the works without any delay on account of the same.
- vi. Cropping up of Extra items/substituted items and deviations should strictly be avoided. As regards grant of time extension cases, prior approval of RBI should be obtained.
- vii. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/areas operational, the same shall be coordinated by RBI's assistance, if need arises.
- viii. Submission of periodic or stage wise bills for the work done after recording joint measurement of work and certificate of the bills that the work is in accordance with the design, quality, specifications etc., shall be issued while maintaining necessary site measurement records and other site records, which shall be made available to RBI for verification/authentication, if required by RBI.
- ix. Ensure that the Machinery used for construction are of the highest standard of reputed make and adhere to standards and norms as applicable for Construction Equipment and Machinery. Ensure selection of machinery, tools and plants for deployment at the work site for construction work, to cause least noise and air pollution.
- x. Responsible for strict compliance on the observations, comments and defects pointed out by Third Party Auditor appointed by Bank and/or observations, comments and defects pointed out by RBI's Vigilance Cell / CTE/ CVC/ CAG, if any, in any aspect of the Project. The Construction Executing Agency shall submit compliance report on the observations, comments and defects pointed out by Third Party Auditor appointed by RBI / CTEs / CAG /vigilance etc., within the specified time period.
- xi. Responsible for taking care of issues, disputes related to violation(s) of bylaws, rules, guidelines with local statutory bodies/other parties in connection with RBI's project, if any, which may crop up during the execution of project.

2.3 Class & Limit of empanelled Construction Agency/ Firm

- a. The empanelled **Construction Agency / Firm** shall be eligible to bid for **building works** where the estimated cost put to tender is not more than their tendering limit, without prequalification or eligibility bid, unless otherwise specified in the future RFPs. The Bank invites applications from reputed, experienced, and Indian Construction Company / Agency / firm for Empanelment on "All India Basis" for the following categories & Classes:
- b. The tendering limits of all classes of Construction Agency/ Firm are given below in Table
 1:

SI. No.	Class of Construction Company/ Agency/ Firm	Tender limit
1	RBCW-1	Project with Estimated Cost above Rs.1000 Crores & upto and including Rs. 1600 Crores
2	RBCW-2	Project with Estimated cost above Rs. 600 Crores & upto and including Rs. 1000 Crores
3	RBCW -3	Project with Estimated cost above Rs. 300 Crores & upto and including Rs. 600 Crores
4	RBCW -4	Project with Estimated cost upto and including Rs. 300 Crores

Table 1

*RBCW: Reserve Bank Composite Works

Section - II

Pre-Qualification Criteria

The applicant who fulfils the following minimum Pre-Qualification Criteria (PQC) will be eligible to participate in the empanelment process. (Bidders/Agencies shall submit Pre-Qualification Criteria documents in hard copy within the time frame specified in this document)

3.1 General Minimum Eligibility

- (i) The Applicant should be a Sole Proprietorship/ Private Limited/ Public Limited or Partnership firm or Joint ventures / consortium of firms in existence for minimum 7 (seven) years prior to January 31, 2025.
- (ii) The Applicant must have a valid Goods and Services Tax Registration Number and Permanent Account Number (PAN) issued by appropriate Government authorities.
 NOTE:

Applicant should fill up information in **Annex I** and submit along with the following supporting documents.

(a) Copy of registration certificate.

(b) Copy of the Articles of Association/ Memorandum of Association/ Power of Attorney/ any other relevant document.

- (c) Copy of Goods and Service Tax registration certificate and PAN details.
- (d) Details of registrations under labour laws along with EPF and ESI documents, if any.
- (iii) The Applicant should have past experience of having successfully completed civil construction works during the period of minimum 07 (seven) years as on January 31, 2025, i.e., work order issued on or before January 30, 2018 and work has since been completed.

NOTE:

a) Applicant should fill up the information in Annex II indicating client-wise names of similar work(s), awarded and actual cost(s), completion date stipulated in contract and actual date of completion date, etc. and should submit along with the documentary evidence as proof of minimum 07 years of experience of completed civil construction works viz. copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for Private Companies.

- b) Applicants are required to furnish their client list showing the details of completed works carried out by them during the last 07 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc.
- c) Bidder should also fill up the information about similar work/s* in-progress in the Annex
 III and should submit along with supporting documents, viz. copies of work orders with details of items of work/BOQ, issued by the client(s) for the work/s in progress.
- d) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.
- (iv) The Applicant should declare that no previous transgression /blacklist /debarment/ suspension occurred in the last three years period ending on January 31, 2025, with any other company/entity in any country in respect of any corrupt practices or any other reason, (as the case may be) envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process. Declaration of such information on self-attested affidavit is mandatory. (Annex VIII)

NOTE:

The bidder agrees that in case, at any stage of execution of work, if it is found that any of the details/information furnished by the bidder in the declaration statement on the self-attested affidavit is incorrect /false /misleading, it shall result in disqualification from the empanelment/ bidding process/ termination of contract, if already awarded. Decision of RBI shall be final and binding.

3.2 Similar Work

(i) "Similar work" means building construction works carried out in Design and Build Mode for Office Buildings/Commercial buildings/ Institutional buildings/ Residential buildings/ Business Towers in RCC framed structure including all civil works, Internal water supply, Sanitary Installation, Drainage & Internal Electrical Installation, HVAC, Fire Alarm and Fire Fighting system, Access Control system, CCTV, Lift, Electric Sub Station, External Development & Horticulture work etc. under one contract and completed on or before January 31, 2025.

(ii) Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit break up of cost of work given by the client in support of this.

3.3 Category-wise Minimum Eligibility Criteria

In addition to the general minimum eligibility the applicant should fulfil the category wise pre-qualification criteria given in tables (2 to 5) below for their applied categories

RBCW-1: Project with Estimated Cost above Rs.1000 Crores & upto Rs. 1600 Crores			
Criteria	Requirement	Documents required	
Minimum cost of each completed similar works	Should have experience of having successfully Completed project(s) of similar work within the last 5 (five) years as on last day of the month previous to the one in which applications are invited i.e. January 31, 2025. The Cost of such work(s) shall be as follows: One project costing ₹ 1280 cr or more under a single agreement. (Or) Two projects costing ₹ 800 cr or more under a single agreement. (Or) Three projects costing ₹ 640 cr or more under a single agreement.	 Bidder should fill up the information as per Annex IV attached and submit along with the following documents as proof of having successfully completed similar work/s i) Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s, issued by the client(s) for works executed for government /public sector and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. ii) Breakup of cost of each qualifying work into components as per the definition of similar works viz. BOQ/Drawings issued for the work. 	

Table 2

		works carried out for Government / public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, copy of TDS has to be submitted for proving the credentials/ contract amount.
Experience of High Rise buildings	Should have experience of construction of atleast one high rise building of minimum 120 meters above ground level as on January 31, 2025. Height of building shall be as defined under "Building Height" in Model Building Bye-Laws, 2016	 i) Copies of detailed work order and corresponding completion certificate as per the previous criteria. ii) Details of the height of the building viz. drawing etc.
Experience of Assembly Hall/ Auditorium	Should have experience of successfully completed One work of Assembly Hall / Auditorium of minimum 500 seating capacity as on January 31, 2025.	 i) Copies of detailed work order and corresponding completion certificate as per the previous criteria. ii) Details of Assembly Hall/ Auditorium indicating seating capacity viz. drawing etc.
Multi- storeyed or High Rise Building Project	Should have experience of having successfully completed at least one Multi-storeyed or High Rise Building (as per Model Building Bye-Laws, 2016) Project having Built up area of atleast 08 Lakh Sqft as on January 31, 2025.	 i) Copies of detailed work order and corresponding completion certificate as per the previous criteria. ii) Area statement of Buildings along with the height of the buildings
Yearly Turnover for the last 5 Financial Years (FY) i.e. FY 2023-24, FY 2022-23, FY 2021-22, FY 2020-21, FY 2019-20,	Should have an annual turnover of amount equal to ₹480 cr of the estimated cost of the project and no loss in two consecutive financial years during the last five financial years ending March 31, 2024 The bidders should have positive net worth as per the latest audited financial statement. The net worth is defined as Share capital + Reserves & surpluses.	 Bidder should fill up the information in Annex and submit along with the following documents. (i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred to in the Annex (ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof creditworthiness

Minimum Working Capital	Should have minimum working capital of ₹ 48 crore as per immediate preceding years Audited Financial Statements.	(i) copy of AFS duly certified by a CA indicating the working capital.
Bidding Capacity	Should have the bidding capacity of equal to or more than ₹ 1600 cr.	The bidding capacity shall be worked out by the following formula:(Applicable for both CPWD and Non-CPWD contractors)
		Bidding Capacity = {[AxNx1.5]-B} A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum
	15	N = Number of years prescribed for completion of work for which bids has been invited.
		B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.
Solvency	Should furnish solvency certificate issued by the Applicant's banker, specifically for the purpose of the empanelment/work, for an amount equal to ₹1600 cr Required Document: Solvency certificate issued by the applicant's banker	 (i) Bidder should also submit Banker's / Solvency certificate as per Annex VII, VIII, VIIIA from their Banker. (ii) Names and addresses of Bankers along with full details, like names, postal addresses, e- mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the
		persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

Table 3	Table	3
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Criteria	Requirement	Documents required
Minimum cost of each completed similar works	Should have experience of having successfully Completed a project(s) of similar work within the last 5 (Five) years as on last day of the month previous to the one in which applications are invited i.e., January 31, 2025. The Cost of such work shall be as follows: One project costing ₹ 800 cr or more under a single agreement. (Or) Two projects costing ₹ 500 cr or more under a single agreement. (Or) Three projects costing ₹ 400 cr or more under a single agreement.	 Bidder should fill up the information as per Annex IV attached and submit along with the following documents as proof of having successfully completed simila work/s i) Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s, issued by the client(s) for works executed for government /public sector and copies of work order, work completion certificate along with Tax Deducted at Source (TDS certificate(s) issued by the client(s) for works executed for private companies. ii) Breakup of cost of each qualifying work into components as per the definition of similar works viz. BOQ/Drawings issued for the work. Regarding client's certificate, for works carried out for Government public sector companies, the certificate should be signed by the concerned Executive Engineer of an officer in an equivalent or higher rank. For works carried out for proving the credentials/ contract amount.

Experience of High Rise buildings	Should have experience of construction of at least one high rise building of minimum 90 meters above ground level as on January 31, 2025. Height of building shall be as defined under "Building Height" in Model Building Bye-Laws, 2016	 i) Copies of detailed work order and corresponding completion certificate as per the previous criteria. ii) Details of the height of the building viz. drawing etc.
Experience of Assembly Hall/ Auditorium	Should have experience of successfully completed One work of Assembly Hall / Auditorium of minimum 500 seating capacity as on January 31, 2025.	 i) Copies of detailed work order and corresponding completion certificate as per the previous criteria. ii) Details of Assembly Hall/ Auditorium indicating seating capacity viz. drawing etc.
Multi- storeyed or High Rise Building Project	Should have experience of having successfully completed at least one Multi-storeyed or High Rise Building (as per Model Building Bye-Laws, 2016) Project having Built up area of atleast 05 Lakh Sqft as on January 31, 2025.	 i) Copies of detailed work order and corresponding completion certificate as per the previous criteria. ii) Area statement of Buildings along with the height of the buildings
Yearly Turnover for the last 5 Financial Years (FY) i.e. FY 2023-24, FY 2022-23, FY 2021-22, FY 2020-21, FY 2019-20,	 Should have an annual turnover of amount equal to ₹300 cr of the estimated cost of the project and no loss in two consecutive years during the last five financial years ending March 31, 2024. The bidders should have positive net worth as per the latest audited financial statement. The net worth is defined as Share capital + Reserves & surpluses. 	 Bidder should fill up the information in Annex and submit along with the following documents. (i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred in the Annex XI. (ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof creditworthiness
Minimum Working Capital	Should have minimum working capital of ₹ 30 crore as per immediate preceding years Audited Financial Statements.	(i) copy of AFS duly certified by a CA indicating the working capital.

Bidding Capacity	Should have the bidding capacity of equal to or more than ₹ 1000 cr.	The bidding capacity shall be worked out by the following formula:(Applicable for both CPWD and Non-CPWD contractors)
		Bidding Capacity = {[AxNx1.5]-B} A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum
		N = Number of years prescribed for completion of work for which bids has been invited.
		B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.
Solvency	Should furnish solvency certificate issued by the Applicant's banker, specifically for the purpose of the empanelment/work, for an amount	(i) Bidder should also subm Banker's / Solvency certificate a per Annex VII, VIII, VIIIA from the Banker.
	equal to ₹1000 cr	(ii) Names and addresses of Bankers along with full details, like names, postal addresses, e-
	Required Document: Solvency certificate issued by the applicant's banker	mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed)

Table 4

RBCW-3: Project with Estimated Cost above Rs.300 Crores & upto Rs. 600 Crores			
Criteria	Requirement	Documents required	
Minimum cost of each completed similar works	Should have experience of having successfully Completed project(s) of similar work within the last 5 (five) years as on last day of the month previous to the one in which applications are invited i.e. January 31, 2025. The Cost of such work shall be as follows: One project costing ₹ 480 cr or more under a single agreement. (Or) Two projects costing ₹ 300 cr or more under a single agreement. (Or) Three projects costing ₹ 240 cr or more under a single agreement.	 Bidder should fill up the information as per Annex IV attached and submit along with the following documents as proof of having successfully completed similar work/s i) Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s, issued by the client(s) for works executed for government /public sector and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. ii) Breakup of cost of each qualifying work into components as per the definition of similar works viz. BOQ/Drawings issued for the work. Regarding client's certificate, for works carried out for Government / public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for proving the credentials/ contract amount. 	

Multi- storeyed or High Rise Building Project	Should have experience of having successfully completed at least one Multi-storeyed or High Rise Building (as per Model Building Bye-Laws, 2016) Project having Built up area of atleast 03 Lakh Sqft as on January 31, 2025.	 i) Copies of detailed work order and corresponding completion certificate as per the previous criteria. ii) Area statement of Buildings along with the height of the buildings
Yearly Turnover for the last 5 Financial Years (FY) i.e. FY 2023-24, FY 2022-23, FY 2021-22, FY 2020-21, FY 2019-20,	Should have an annual turnover of amount equal to ₹180 cr of the estimated cost of the project and no loss in two consecutive years during the last five financial years ending March 31, 2024. The bidders should have positive net worth as per the latest audited financial statement. The net worth is defined as Share capital + Reserves & surpluses.	 Bidder should fill up the information Annex hereto and submit along with the following documents. (i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred to in the Annex (ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof creditworthiness
Minimum Working Capital	Should have minimum working capital of ₹ 18 crore as per immediate preceding years Audited Financial Statements.	(i) copy of AFS duly certified by a CA indicating the working capital.
Experience in construction of certified Green Rated Project (desirable, but not mandatory condition)	Should have Completed at least one Green building project of certified GRIHA 3 star or above rating/IGBC Silver/LEED Silver or above rating, as on January 31, 2025	 i) Copies of detailed work order and corresponding completion certificate as per the previous criteria. ii) Green rating certificate by any green rating certifying body such as GRIHA/IGBC/ LEED etc.
Bidding Capacity	The bidding capacity of the contractor should be equal to or more than ₹ 600 cr.	The bidding capacity shall be worked out by the following formula:(Applicable for both CPWD and Non-CPWD contractors) Bidding Capacity = {[AxNx1.5]-B} A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in

		numerous The veloce of second start
23		progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum
100		N = Number of years prescribed for completion of work for which bids has been invited.
	cy Should furnish solvency certificate issued by the Applicant's banker, specifically for the purpose of the empanelment/work, for an amount	B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.
Solvency		(i) Bidder should also submit Banker's / Solvency certificate as per Annex VII, VIII, VIIIA from their Banker.
	equal to ₹ 600 cr Required Document: Solvency certificate issued by the applicant's banker	(ii) Names and addresses of Bankers along with full details, like names, postal addresses, e- mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

Table 5

RBCW-4: Project with Estimated Cost upto Rs. 300 Crores						
Criteria	Requirement	Documents required				
Minimum cost of each completed similar works	Should have experience of having successfully Completed a project(s) of similar work within the last last 5 (five) years as on last day of the month previous to the one in which applications are invited i.e.,. January 31, 2025. The Cost of such work shall be as follows: One project costing ₹ 240 cr or more under a single agreement. (Or) Two projects costing ₹ 150 cr or more under a single agreement. (Or) Three projects costing ₹ 120 cr or more under a single agreement.	 Bidder should fill up the information as per Annex IV attached and submit along with the following documents as proof of having successfully completed similar work/s i) Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s, issued by the client(s) for works executed for government /public sector and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. ii) Breakup of cost of each qualifying work into components as per the definition of similar works viz. BOQ/Drawings issued for the work. 				
	works carried out for Government / public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, copy of TDS has to be submitted for proving the credentials/ contract amount.					
Multi- storeyed or High Rise Building Project	Should have experience of having successfully completed at least one Multi-storeyed or High Rise Building (as per Model Building Bye-Laws, 2016) Project having Built up area of atleast 1.5 Lakh Sqft as on January 31, 2025	 i) Copies of detailed work order and corresponding completion certificate as per the previous criteria. ii) Area statement of Buildings along with the height of the buildings 				

Yearly Turnover for the last 5 Financial Years (FY) i.e. FY 2023-24, FY 2022-23, FY 2021-22, FY 2020-21, FY 2019-20,	 Should have an annual turnover of amount equal to ₹90 cr of the estimated cost of the project and no loss in two consecutive years during the last five financial years ending March 31, 2024. The bidders should have positive net worth as per the latest audited financial statement. The net worth is defined as Share capital + Reserves & surpluses. 	 Bidder should fill up the information in Annex and submit along with the following documents. (i) Copies of Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred to in the Annex (ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof creditworthiness 			
Minimum Working Capital	Should have minimum working capital of ₹ 9 crore as per immediate preceding years Audited Financial Statements	(i) copy of AFS duly certified by a CA indicating the working capital.			
Bidding Capacity	Should have the bidding capacity of equal to or more than ₹ 300 cr.	The bidding capacity shall be worked out by the following formula:(Applicable for both CPWD and Non-CPWD contractors)			
		Bidding Capacity = {[AxNx1.5]-B} A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum			
		N = Number of years prescribed for completion of work for which bids has been invited.			
		B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.			

Solvency	Should furnish solvency certificate issued by the Applicant's banker, specifically for the purpose of the empanelment/work, for an amount equal to ₹300 cr	 (i) Bidder should also submit Banker's / Solvency certificate as per Annex VII, VIII, VIIIA from their Banker. (ii) Names and addresses of Bankers along with full details, like
	Required Document: Solvency certificate issued by the applicant's banker	names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

NOTE:

- i. In respect to the works submitted against the Pre-qualification criteria above, the work completion certificate(s) issued by the concerned Client, shall also accompany copy of Tax Deducted at Source (TDS) certificates. Bids received without the specified certificates shall be rejected. The Bank shall have the right to verify/ cause verification of authenticity of the said documents, whenever felt necessary.
- ii. Bank reserves its right to obtain the performance reports from the clients for the qualifying work/s, Banker's report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their eligible/qualifying works referred by the Bidder in their bid.
- iii. It is clarified that the work(s) executed by the applicant for their in-house or capital use will not be considered for the purpose of eligibility criteria of past experience in building construction work.
- iv. All information called for in the annexed formats should be furnished against the relevant columns in the formats. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'Nil' or 'No such case' entry is to be made in that column. If any particulars/query is not applicable in case of the bidder, it is to be stated as 'Not applicable' Bid shall contain all the enclosures mentioned.
- v. The bid submitted by a bidder who is found to be not satisfying the above prequalification criteria shall be disqualified. Bids containing false and /or incomplete information are liable for rejection.
- vi. Individual, or a firm having such individual as one of the partners, who is a dismissed government servant; or removed from the approved list of Construction Company /

Agency/ies; or demoted to lower class; having business banned by any government department in the past; or convicted by a court of law shall NOT be eligible for empanelment. However, cases where disciplinary action was taken against the Construction Company / Agency for a specified period and such penalty period is already over, its bid for empanelment may be considered subject to its fulfilment of all Pre-Qualification Criteria.

3.4 Evaluation of Applicants

3.4.1 The Applicants meeting the pre-qualification criteria above will be evaluated on the Technical & commercial Parameters given in the evaluation matrix. A detailed presentation by such Applicants for evaluation criteria no. 7 will be held on the date and venue intimated to the applicants on a later date.

3.4.2 The Applicant(s) scoring a minimum of 50% marks under evaluation criteria no. 04 and 07 of evaluation matrix and 70% marks in aggregate in all the eligibility pre-qualification criteria will only be considered for further processing for empanelment under the applied category/ies.

3.4.3 Any bidder(s) who even though is/are satisfying the above requirements, would be liable to disqualification if he/they has/have: -

- Made misleading and/or false representation and/or false information and/or deliberately suppressed the information in the forms, statements and enclosures required in the prequalification eligibility criteria document,
- b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

Evaluation Matrix for empanelment

Sr No	Attributes Evaluation	Evaluation							
01	Financial Strength & Capability				(10 Marks)				
		Marks	RB	CW 1	RBC	W 2	RBCW 3	RBCW 4	
	10 >160		00 Cr. >1000 Cr.		>600 Cr.	>300 Cr.			
	Average Annual financial turn over	8			>800<=1000		>450<=600	>200<=300	
	on construction work during the last 05 (five) consecutive financial years	6	>800	<=1200	>500<=800		>300<=450	>200<=150	
	from 2019-20 to 2023-24	4	>480	<=800			>180 <= 300	>150 <=90	
		0	<=	480	<=3	300	<=180	<=90	
02	Relevant Experience			(10	Marks)			1.1	
_	a) Value of projects of similar work	Marks	RB	CW 1	RBC	W 2	RBCW 3	RBCW 4	
	completed in last 05 (five) years	10		00 Cr.	>100	0.Cr	>600 Cr.	>300 Cr.	
	ending last day of the month previous to the one in which RFE is invited i.e.			<=1600	>1000 Cr.		>480<=600	>240<=300	
	January 31, 2025.	8			>800<=1000				
		6		<=1280	>600<=800		>360<=480	>180<=240	
	Details of projects to be furnished by the construction company / agency	4		<=960 640	>400 <=600				
	/Firm as per format	0	<=	:640	<=4	100	<=240	<=120	
03	Performance in qualifying work(s) (timely completion)		923		(15 Mai	irks)		
	Parameter Calculation for points		Score		е	e Ma		ximum Marks	
	If Time overrun		1.00	2.00	3.00	> 3.5	0		
	(a) Without levy of compensation			7.5	5	2.5			
	(b) With levy of compensation		15	5	0	-2 <mark>.</mark> 5		15	
	(c) Levy of compensation not decided		15	4	0	0			
04	Time Overrun = AT/ST, where AT=Actual Time; ST=Stipulated Time. Note: - Marks for value in between the stages indicated above is to be determined by straight line variation basis. Performance in qualifying work(s) (Quality) – (30 Marks)								
	based on client's certificate / inspection of work by committee constituted by RBI								
	(i) Very Good			30 Marks					
	(ii) Good		15 Marks						
	(iii) Satisfactory	1		10 Marks					
	(iv) unsatisfactory		0 Marks						
05	 a) Policy on Safety measures and personnel to be deployed on the project b) Policy for workman / Labour / welfare etc. c) Awards from reputed organisations/ Government 		(2 marks)						
					(2	2 marks)			
			(2 marks)						

1000	e) Experience in construction of certified Green rated building of estimated cost of minimum <u>for similar work</u> of atleast ₹ 200 crore	Marks 4 3 2	Green Rating/certified GRIHA 5 Star/ IGBC/LEED- Platinum GRIHA 4 Star/ IGBC/LEED-Gold GRIHA 3 Star/ IGBC/LEED-Silver Ratings lower than GRIHA 3 Star/		
06	Litigation/ Dispute/ Arbitration issues including	(05 Ma	IGBC/LEED-Silver		
00	Stalled projects	(05 Marks)			
	Number of litigation /arbitration cases during the last five years with clients (from FY 2019-20 to 2023-24) in connection with the construction project works	 > 05 Cases : Minus 5 marks >3 <= 05 Cases : Minus 3 marks >= 1 <= 3 Cases : Minus 1 mark No case = Plus 5 Marks 			
07	Approach and Methodology	(20 Marks)			
	Proposal on Approach and Methodology of the bidder to perform the assigned construction work of building on Design and Build mode.	Mark to be allotted by the Bank's evaluation committee / team on the basis of presentation made by the bidder on the following parameters: i. Work plan including timelines and alternate			
1		 plan to complete the project as per requirements of the Bank. (4 marks) ii. Organisation and staffing including suitabilition of the Key personnel for the project. (5 marks) 			
		iii Plant and machinery owned by the construction agency and proposal on deployment on the Bank's Project. (5 marks)			
		iv. Approach for completion of the project without cost and time overrun. (6 marks)			

3.5 Rules for Empanelled Firms/ Agencies

- 3.5.1 The empanelled agency has to abide by all the rules made herein and as amended from time to time during the tenure of their empanelment. The empanelment is being done to have a ready list of suitable Construction Agencies for Bank's construction projects.
- 3.5.2 No Engineer or any other official, employed in Engineering or Administrative duties in any Department of the Reserve Bank of India is allowed to work in the Bank's Projects either as Construction Agency or as employee of a Construction Agency for a period of one year after his retirement from RBI service unless he has obtained prior permission

of RBI to do so. Even after empanelment, if either the Construction Company / Agency or any of his employees is found to be a person who has not obtained the prior permission of RBI as aforesaid, the name of the Construction Company / Agency shall be removed from the list of empanelled Construction Company / Agencies.

- 3.5.3 A partner of a firm or a Director of a company empanelled as a Construction Agency cannot be a partner/director in any other empanelled firm/company in the same category.
- 3.5.4 The empanelment of a Construction Agency with RBI shall only entitle them to be considered for issue of tender documents subject to the condition laid down in respective Notice Inviting Tenders (NIT). RBI however reserves the right not to consider any empanelled Construction Agency for issue of tender documents for a particular work without assigning any reasons thereof & the empanelled Construction Agency shall not have any right either to be necessarily issued the tender documents or for award of work.
- 3.5.5 RBI reserves right to limit number of Construction Agencies to be empanelled in any class or category on All India/Regional/State/Location basis or any other manner decided by the Bank.

3.6 Construction Agency's obligations –

The Construction Agency should fulfil all his obligations under these rules in time and manner as specified, failing which the agency shall be liable for the action as mentioned there in. Some of the obligations are summarized below:-

1. Prior approval shall be obtained from the empanelling authority before changing the name or constitution of the firm/company.

 Intimation of change of address should be given in advance or within one month from such change along with acknowledgement from Banker, Income Tax and Sales Tax authorities.

3. Construction agency shall continue to possess, throughout the period of empanelment, a valid electrical license of appropriate voltage issued by appropriate authority.

4. Construction agency should secure works of specified magnitude during the period of empanelment.

5. Construction agency shall abide by the rules in force.

6. Construction agency should not indulge in unethical practices and maintain good conduct.

7. Construction agency shall execute the works awarded to him strictly as per the terms and conditions of the contract and specifications.

8. Construction Agency shall submit the performance report of each work executed by them in the approved format duly filled with all the required details and signed by the authority of the owner not less than the rank of Executive Engineer or equivalent.

3.7 Disciplinary Actions-

The Construction Agency shall have to abide by all the rules of empanelment in force and also by the terms and conditions of the contract and the Notice Inviting Tenders. They shall execute the works as per the contract on time and with good quality. The empanelling authority shall have the right to demote a Construction Agency to a lower class, suspend business with them for any period, debar them or remove their name from the approved list of Construction Agencies indefinitely or for a period as decided by empanelling authority after issue of show cause notice. Decision of the empanelling authority shall be final and binding on the Construction Agency. The following actions of the Construction Agency shall, in general, make them liable to disciplinary actions as stated clause 3.8 below: -

3.8 Demotion to a lower empanelled category-

The Construction Agency shall be liable to demotion to a lower empanelled category, by the empanelling authority, if the Agency:

 Fails to execute a contract or executes it unsatisfactorily or is proved to be responsible for constructional defects; or

2. No longer has adequate equipment, technical personnel or financial resources; or

- 3. Litigious by nature; or
- 4. Violates any important condition of contract; or

5. Their staff misconducts or misbehaves with RBI officials and are responsible for a conduct which may justify their demotion to a lower class; or

6. Any other reason which in view of empanelling authority is adequate for their demotion to a lower empanelled category.

3.9 Removal from the approved list:

The name of the Construction Agency may be removed from the approved list of Construction Agency, by the empanelling authority, if they:

a) Have, on more than one occasion, failed to execute a contract or has executed it unsatisfactorily: or

b) are proved to be responsible for constructional defects in two or more works; or

c) Persistently violate any important condition of the contract; or

d) Fail to abide by the conditions of empanelment; or

e) are found to have given false particulars at the time of empanelment; or

f) Have indulged in any type of forgery or falsification of records; or

g) Change constitution of the firm or Individual or changes the name of the firm without prior approval/intimation of the empanelment authority; or

h) Change permanent address/business address without intimation to the empanelment authority; or

i) are declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or

j) Persistently violate the labour regulations and rules; or

 k) are involved in complaints of serious nature received from other departments which prima facie appear to be true; or

I) Default in settlement of tax dues like income tax, Contract tax, sales tax, octroi, duties, service tax etc.; or

m) Have already been demoted for other reason(s); or

n) are considered not required to be in list of RBI for any other reason considered fit by empanelment authority.

Section - III



Reserve Bank of India Premises Department Mumbai

Form of Application

To,

The Chief General Manager-in-Charge, Reserve Bank of India, Premises Department, Shahid Bhagat Singh Marg, Mumbai – 400 001

Madam,

I/We have read and understood the notice and instructions to the applicants. I/We do hereby declare that the information furnished in the proforma from pages to and in the supplementary sheets from pages to is correct to the best of my / our knowledge and belief.

Place :-Date :- Yours faithfully, Signature Name Designation Address Signature and seal of the applicant



General Instructions to the Applicants for furnishing Information.

- 1. The Reserve Bank of India intends to prepare a panel of reputed Construction Agencies [Company / firms] for undertaking construction projects on Design and Build mode which includes Composite Works (Civil, Electrical, MEP services, External development, Horticulture, Fire Fighting System, CCTV, Murals, Artworks/Paintings, statues etc.).
- 2. Intending applicants are required to furnish details about their organization, technical experience, technical personnel, spare capacity, competence, yearly turnover and evidence of their financial standing (net worth, solvency and bidding capacity) along with the documentary evidence as per the enclosed proforma (**Annex I**) which will be kept confidential.
- 3. A format of Client's Certificate / Performance certificate and Banker's Certificate is attached along with the blank application form. The applicant has to obtain the said Client's Certificate for all the qualifying works, in terms of the pre-qualification criteria described in the notice inviting application, from his client(s) on their official letterhead in their official sealed cover and has to submit the same along with the application. Similarly, they have to obtain the said Banker's Certificate from their banker/bankers on the bank's official letterhead in bank's sealed cover and has to submit the same along with the application. Such Certificates should be addressed to the application inviting authority of Reserve Bank of India and should be submitted along with their application in a separate sealed envelope.

a) Client's Certificate issued by a Government/Semi Government Organization, or a PSU should be signed by an official of the rank of Executive Engineer or an officer in an equivalent or higher rank and must be supported by adequate proof of payments received by the Construction Company / Agency for the work done by them. For works carried out for private companies, Copy of TDS must be submitted along with the client certificate for proving the credentials/contract amount. The Bank reserves the right to independently verify the client's/ Banker's reports.

- 4. Applications received without the specified certificate shall be liable for rejection. The Bank reserves the right to independently verify the submitted certificates.
- 5. The application form shall be signed by a person on behalf of the Organization, who is duly authorized to do so. Each page of application shall be properly signed. If the application is signed by a person under power of attorney, required document giving the person the power of attorney shall be attached along with the application. The proforma of the power of attorney shall be as annexed (**Annex XIV**) hereto.

If the space in the application form/Annexes is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed stating therein the part of the statement and serial number. Satisfactory completion certificates for works done for different employers should preferably be furnished along with the application.

6. Application containing false or inadequate information is liable for rejection.

7. While deciding upon the selection of the Construction Agency, emphasis will be given on the ability, experience, performance, value of works executed and competence to do good quality work in accordance with the specifications and within the time schedule.

8. INTEGRITY PACT

The bidders/prospective Construction Agency shall be required to enter into an agreement with the Reserve Bank of India (RBI) called Integrity Pact (IP). The IP envisages an agreement between the RBI and the bidders/ prospective agencies as per the approved proforma given in **Annex XI**, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the contract. The IP shall be applicable from the stage of invitation of application document for empanelment of the Construction Agency. **The applications of those applicants which do not contain the IP in the approved Annex XI shall be liable for rejection**. Integrity pact as per the **Annex XI** shall be executed on a non-judicial stamp paper. The cost of the stamp paper shall be borne by the applicant.

9. Debarment/Disqualification Clause: An applicant is liable for debarment/disqualification from empanelment on the following grounds:

a) If it is determined that the applicant has committed the following acts or omissions in contravention of the integrity pact:

- (i) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (ii) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- (iii) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.
- (iv) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- (v) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- (vi) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (vii) obstruction of any investigation or auditing of a procurement process.
- (viii) making false declaration or providing false information for participation in a tender process or to secure a contract.
- (ix) failed to disclose conflict of interest.
- (x) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution/entity in India or any other country during the last three years or of being debarred by any public procuring institution/entity.

b) For any actions or omissions by the applicant other than violation of integrity pact, which in the opinion of the Bank warrants debarment, for the reasons like supply of substandard material, non-supply of material, abandonment of works, substandard quality of works, failure to abide by the terms of the tender etc. c) If the applicant has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) Bhartiya Nyaya Sanhita or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

d) Applicant who are debarred or whose performance are found poor during last 3 years by any Government institute/ PSU/ Semi Government organization will not be eligible to apply or if they had applied for empanelment, their application will be rejected. All the applicants have to submit the undertaking regarding declaration of debarment by public institution(s).

- 10. Compliance with applicable Laws: The Construction company shall ensure compliance with all applicable laws, including but not limited to all labour laws, data protection laws, tax laws, etc. The construction company shall comply with the provisions of all applicable labour laws, including, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970, Employees' State Insurance Act, 1948, Employees' Compensation Act, 1923, Employees' Provident Fund Act (Miscellaneous Provisions) 1952, Employer's Liability Act 1938, Employment of Children Act, 1938; Maternity Benefit Act, 1961, laws related to taxation, intellectual property and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. In the absence of ESI, the vendor shall be responsible for ensuring appropriate insurance coverage for its workers, such as workmen's compensation or any other relevant insurance as per applicable laws. The total premium for such insurance shall be borne by the Vendor. The Construction Agency shall ensure payment of minimum wages which should be based on total Man days and/or working hours, which are revised from time to time by the Competent Authority. The Construction Agency is bound to submit the evidence of payment made to its employees/workers, including outsourced staffs/ workers. The vendor shall provide documentary proof of compliance, with the applicable laws, to RBI as and when demanded.
- 11. The Construction Agency shall give the details of the staff going to be deployed for the work, for Bank's information.
- 12. For supply of manpower, both skilled or unskilled, the Construction Agency should have requisite license, registration with Labour Department, registration with ESIC, PF etc. and should comply with all the acts, law, regulations etc. for engaging the labour on daily basis or otherwise.
- 13. Engagement of Contract Labour: The Construction Agency shall obtain a license as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which the agency alone would be liable and responsible for actions/proceedings ensuing thereto. The Bank shall not be held liable or responsible for the acts, commissions or omissions of the Construction Agency and shall in no way made liable to the workers/labourers engaged by the Construction Agency.
- 14. The Sexual Harassment of women at workplace: The Construction Agency shall comply with the provisions of "the Prevention of Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the

Construction Agency and the Construction Agency shall ensure appropriate action under the said Act in respect to the complaint.

- 15. Any complaint of sexual harassment from any aggrieved employee of the Construction Agency against any employee of the Bank shall be taken cognizance of by the Central Complaints Committee constituted by the Bank.
- 16. The Construction Agency shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Construction Agency, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Construction Agency is proved. The Construction Agency shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- 17. **Empanelment Review:** The performance of all the enlisted Construction Agency shall be reviewed by the Bank periodically and their name may be removed from the approved list as per clause 3.9 of the document.
- 18. It is to inform that, at present, Bank invites bids for works with estimated cost more than ₹5.00 Lakh only through e-tendering mode on MSTC portal or as decided by the Bank. However, Bank reserves the right to invite bids/tenders/quotations through any mode (physical or electronic) on any portal, it may deem fit. The empanelled agencies who are applying for the work are required to register themselves on MSTC portal within 7 days from the date of empanelment, failing which the Bank may delist their names from Empanelment list.
- 19. The Construction Agency shall, at his own expense, effect and maintain Comprehensive All Risks Policy, suitably covering all injury or damage to person and property, etc. for each and every work awarded by the Bank.
- 20. Settlement of disputes by Arbitration: All the disputes and differences of any kind whatsoever arising out of or in connection with the Contract which may be executed in future or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be settled amicably. If, however, the disputes or differences are not resolved amicably, question(s) of dispute of any kind except any of the excepted matters then and in any such case either the Bank or the Construction Agency may by giving 28 days written notice to the other party requiring the matters in dispute to be arbitrated upon to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Mumbai, Maharashtra, India and the arbitration shall be conducted in English.
- 21. The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted matters referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.
- 22. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment

of the Arbitrator or Arbitrators, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

- 23. It is agreed that the Construction Agency shall not delay the carrying out of the works by reasons of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank and no Award of the Arbitrator or Arbitrators, as the case may be, as the case may be shall relieve the Construction Agency of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The employer and the Construction Agency hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the Contract.
- 24. Confidentiality/Non-Disclosure Clause: The Construction Agency shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment, etc., which may come to the possession or knowledge of the Construction Agency during the course of discharging its contractual obligations in connection with any agreement executed between the Construction Agency and the Reserve Bank of India, Mumbai, to any third party and shall at all times hold the same in strictest confidence. The Construction Agency shall treat the details of the contract executed between the Construction Agency and the Reserve Bank of India, Mumbai as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Construction Agency shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Reserve Bank of India, Mumbai. The Construction Agency shall indemnify the Reserve Bank of India, Mumbai for any loss suffered by the Reserve Bank of India, Mumbai as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Construction Agency and the Reserve Bank of India, Mumbai shall be entitled to claim damages and pursue legal remedies. The Construction Agency shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Construction Agency 's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of any agreement executed between the Construction Agency and the Reserve Bank of India, Mumbai.
- 25. Jurisdiction Clause: All the disputes arising out of or in any way connected with this empanelment process or any agreement to be executed between the Construction Agency and the Reserve Bank of India, Mumbai shall be deemed to have arisen at Mumbai.
- 26. The Bank reserves the right to reject any or all the applications without assigning any reason thereof.
- 27. Clarifications, if any, required may be obtained from the person as specified in "schedule of empanelment process" during office working hours.

28. The restrictions on procurement from a bidder of a country which shares a land border with India as per Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India shall be complied. (Annex XIV)

29. Amendments to RFE

- a) At any time prior to the Due Date for submission of application, the RBI may, for any reason, whether on its own initiative or in response to the clarifications requested by an Applicant, modify terms and conditions of RFE through issuance of a corrigendum or addendum.
- b) Any Addendum or Corrigendum of reply to queries thus issued, will be available only on the website of RBI.
- c) In order to afford the Applicants a reasonable time for taking an Addendum into account or for any other reason the RBI may, in its sole discretion, extend the Due Date of application.

30. Fraudulent and Corrupt Practices

If an Applicant is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable/restrictive practice during the RFE Process, such Applicant shall be removed from the empanelment list and shall not be eligible to participate in any tender or REF issued by the RBI in future.

31. The Applicant/Agency shall be solely responsible for ensuring that all agreements executed in connection with the engagement are duly stamped in accordance with applicable laws. The Agency shall bear all costs related to stamp duty, and any other legal expenses incurred in the execution of such agreements. RBI shall not be responsible for any deficiency in stamping or legal formalities, and any consequences arising from such non-compliance shall be the sole liability of the Agency.

I/ we have read and understood all the above instructions and shall comply with the instructions.

Place:

Date:

Signature and Seal of the Applicant: Name: Address: Email: Contact No:

Declaration form

The Chief General Manager-in-Charge, Reserve Bank of India, Premises Department, Shahid Bhagat Singh Marg, Mumbai – 400 001

Madam,

Notice inviting Application for Empanelment of Construction Company / Agency /firms for undertaking the "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA.

I. I/We have read and understood the notice and instructions to the applicants. I/We do hereby declare that the information furnished in the proforma and in the supplementary sheets is correct to the best of my/our knowledge and belief.

II. I/We agree that the decision of the Reserve Bank of India in selection of the Construction Company / Agency s will be final and binding on me/us.

III Having examined the details given in Application for empanelment for the above project, I/we hereby submit the relevant information for considering my/our application

IV I/We also authorize RBI or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation. I/We understand that if any false information is detected at a later date, any future contract made between ourselves and the Reserve Bank of India, Mumbai on the basis of the information given by me/us will be treated as invalid and appropriate penal action may be taken against me by the Reserve Bank of India.

VI. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future.

VII. I/We shall be jointly and severally liable to the Client for all the Contractors obligation and liabilities as per the contract

VIII. I/We have furnished all information and details necessary for application and have no further pertinent information to supply.

Yours faithfully,

Sign & Seal of the applicant

Annex I



Basic Information to be provided by the Applicant.

Category applied for - **RBCW1 / RBCW2 / RBCW3 / RBCW4** Strikethrough the category/ies not applied for

S. No.	undertaking the "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA.	Details/Particulars
1.	Name of the Organization / applicant & Address of the Registered Office (Attach an attested photocopy of Certificate of Registration)	
2.	Type of organization (whether Proprietorship, Partnership/Pvt. Ltd/Ltd or Body Corporate etc.) - Related certificate / document (Articles of association etc.) to be compulsorily enclosed	me (
3.	Name of Proprietor / Partners / Directors in the Organization/Firm	
4.	Details of Registration (Firm, Company etc.) - Name of Registering Authority, Date, Number etc. Please, enclose copy of the related Certificate(s), Trade License(s), PAN & GST Number, Certificate of Registration with Central Excise Department for payment of Service Tax (compulsory) / UDYAM Registration Certificate (if registered under MSMED ACT, 2006) etc./other licenses or certificates.	T)
5.	Whether registered with Government/ Semi Government/ Municipal Authorities or any other Public Organization and if so, in which class and since when?	
<mark>6</mark> .	Experience in the field of civil construction works/similar works. Please enclose documents in support.	Years
7.	Areas and business activities other than construction, if any and place of business.	
8.	Address of business activities other than construction, if any and place of business.	1000
9.	Working capital as per immediate preceding years Audited Financial Statements (AFS) Enclose a copy of AFS duly certified by a CA indicating the working capital.	₹

40

10.	Yearly/Annual turnover of the organization during last five financial years.	₹
11.	Available Bid Capacity to take up works under the category for which the application is made.	₹
12.	Policy on safety measures and personnel to be deployed on the project.	101926
13.	Policy for workman/Labour welfare etc.	
14.	Awards from reputed organisation /Government (List of awards/ photos/ certificates to be enclosed)	
15.	Number of supplementary sheets attached.	and the second s
16.	Indicate if involved in any litigation/arbitration or any civil suits arisen in any of the works executed during last 5	Yes / No
	financial years (2019-2024). If yes, please furnish the total no. of such cases , name of the project, employer, and nature of work, contract value, work order and date and brief details of litigation. Attach a separate sheet if required.	No of such cases
17.	Whether financially sound to undertake works for the value up to which the application is made. Please enclose Banker's certificate and latest Sales Tax & Income Tax Clearance Certificate	Marca A
18.	Details of skilled, semi-skilled, unskilled labours engaged in Civil, MEP, HVAC etc. works. EPF/ESIC registration documents mandatory.	

Signature and Seal of the Applicant: Place:

Date:

Address:

Email:

Contact No:

PREVIOUS WORK EXPERIENCE (To be read with Clause___Section II)

List of important civil construction work executed by the Construction Agency /firm (Including works completed during the period January 31, 2018 to January 31, 2025)

SI no	Name of similar	Nature of work / items of work	Name of the owner/ client	Cost of work	Cost of work Period of completion		-	Reason for	Whether work was left incomplete or contract was terminated from either side?	Litigation/ Arbitratio n, if any with details.	Any other relevant informat ion. Building height, Built up area, Auditorium	
	and location		Actual value of work done (in ₹ crore)	Date of commenc ement of work	Scheduled date of completio n	Actual date of completi on	delay, if any					
1.	2.	3.	4.	5 a	5 b	6a	6b	<u>6c</u>	7	8	9	10
								5	/			

Attach supporting documents

Signature of the applicant with seal

Annex II

Annex III

List of important similar works 'In Progress' (To be read with Clause b Section II)

Sr. no.	_	Nature of work / items of work involved in the contract	Name of the owner and Architect Whether Government or	Contract Amount in ₹ crore	Completion Per	iod	Present stage of work with reasons if the work is getting delayed	Any other relevant information
			Semi- Government or Private Body with full postal address.		Stipulated	Expected	16	
1	2	3	4	5	6(a)	6(b)	7	8
				1000	(20)	1.1		
					2010			100
			The second se		551		111	
			1000			111	1/20	

Signature of the applicant with seal

Annex IV

Works qualifying Eligibility (To be read with Clause c Section II)

Details of similar work/s (qualifying) completed during last five years during the period January 31, 2020 to January 31, 2025 (The work/s costing equal or above the minimum value specified in pre-qualification criteria)

Sr. no.	similar / items owner/ ID, telephone work and (brief client and description) of Architect. Mobile) nos., work involved in the contract. Government executive (the person of Amount of Amou	/ items	owner/	ID, telephone	Cost of work		Period of completion		for	elay, if left incomplete or contract	Litigatio n/Arbitr ation, if	Any other relevant informat	
			Actual value of work done (in ₹ crore)	Date of comm encem ent of work	Sched uled date of comple tion	Actual date of compl etion	any	any with details.	ion. Building height, Built up area, Auditorium				
1.	2.	3.	4.	5.	6 a	6b	7a	7b	7c	8	9	10	11
						H							

Signature of the applicant with seal



Annex V

Client's Certificate Regarding Performance of Construction Agency (To be issued by the client on its letterhead)

Confidential

Immediate		
Confidential		
_	-	

Madam/Dear Sir,

Notice inviting Application for Empanelment of Construction Agency /firms for undertaking "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA.

Confidential Report on M/s

We have been advised by M/s who have applied for inclusion of their name in the panel of Construction Agency / Firm being prepared by us / RFE for the composite Civil works who have submitted their tender/application connected with the captioned project that they have carried out the following construction works for you.

(i)

(ii)

To enable us to consider their application for empanelment/tender, we shall be glad if you will kindly furnish us at an early date the information given in **Annex-VI**.

The information may please be sent through email <u>spcellco@rbi.org.in</u> addressed to Chief General Manager-in-Charge, Premises Department Reserve Bank of India, Mumbai. The information furnished by you will be kept in confidence by us.

Yours faithfully,

 Endt.
 Copy
 forwarded
 to
 ,

 ------- & . She/He is requested to follow

up the matter.

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONSTRUCTION AGENCY

(On Client's Letter Head)

Name & Address of the Client: -

Details of Works Executed by Shri / M/s

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	and the second s
4.	Date of commencement of work	18
5.	Stipulated date of completion	10.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
6.	Actual date of completion	
7.	Details of compensation levied for delay (indicate amount) if any	
8.	Gross amount of the work completed and paid	1000 C
9.	Name and address of the authority under whom works executed	17.8
10.	Whether the Construction Company / Agency employed qualified Engineer/Overseer during execution of work	
11 (i)	Quality of work (indicate grading)	
11 (ii)	Amt. of work paid on reduced rates, if any	
12 (i)	Did the Construction Company / Agency go for arbitration?	1.1.1.1.1.1.1
12 (ii)	If yes, total amount of claim	
12 (iii)	Total amount awarded	
13.	Comments on the capabilities of the Construction Company / Agency	
(a)	Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
(b)	Financial soundness	Outstanding/Very Good/Good/Satisfactory/poor
(c)	Mobilization of adequate T&P	Outstanding/Very Good/Good/Satisfactory/poor
(d)	Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/poor
(e)	General behavior	Outstanding/Very Good/Good/Satisfactory/poor

* Regarding performance report/clients' certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled in properly

(ii) The Client Certificates (scan copy) may be sent through email <u>spcellco@rbi.org.in</u> addressed to the Chief General Manager-in-Charge, Reserve Bank of India, Mumbai for each of the Prequalification work/s.

Secret

Immediate

Madam/Dear Sir,

Notice inviting Application for Empanelment of Construction Agency /firms for undertaking "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA.

Banker's Confidential Report on The Means and Standing of The Construction Agency M/s

We shall be glad if you will please forward to us the particulars in Annex –VIII of M/s----- who we understand, are banking with you.

Your reply may please be marked "SECRET/CONFIDENCIAL" and forward the filled scanned copy through email <u>spcellco@rbi.org.in</u> addressed to Chief General Manager-in-Charge, Premises Department Reserve Bank of India, Mumbai

An early reply is solicited.

Yours' faithfully,

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

To,

The Chief General Manager-in-Charge, Reserve Bank of India, Premises Department, 5th floor, Central Office Building, Shahid Bhagat Singh Marg, Fort, Mumbai-400001

₹(Rupees

).

This certificate issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

For the Bank Note:

1. Bankers' certificates should be on letter head of the bank, forward the filled form (scan copy) through email <u>spcellco@rbi.org.in</u> addressed to Chief General Manager in-Charge, Premises Department Reserve Bank of India, Mumbai – 400001.

2. In case of partnership firm, certificate to include names of all partners as recorded with the bank.

<u>Annex – VIII A</u>

Details of Bidder's Banker (Section III)

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc. (The person can be contacted at the office of their banker by the Bank in case it is needed.)	

Signature of the applicant with seal

Undertaking regarding declaration of debarment by public institution(s) (To be submitted by the applicant on their letterhead)

1. I / we (Name of the firm) declare that

a) I / we or any of our allied firm* is / are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on (last date of submission of application).

b) I / we or any of our allied firm* have not made any transgression in respect of the code of integrity with any public institution / entity in India or any other country in last three years as on (last date of submission of application).

c) I / we will inform the Bank in writing, in case, I / we or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or other country at the earliest.

(Seal and signature of the applicant) Date: Place:

Note: Strike out one of the above two declarations which is not applicable.

*Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

Annex X

(To be read with para ____ of Section IV)

PRE-CONTRACT INTEGRITY PACT

1. General

This pre-bid pre-contract Agreement (hereinafter called the "Integrity Pact") is made on day of the month of------ 2024 between, on one hand, the Reserve Bank of India, Mumbai acting through The Chief General Manager-in-Charge, Premises Department, Reserve Bank of India, Mumbai (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Mr / Ms ,

.....(Add designation of the APPLICANT) (hereinafter called the "APPLICANT" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to prepare a panel of eligible Construction Agency s for inviting tender for the Empanelment of Construction Agency s/firms for undertaking "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA and the APPLICANT is willing to offer/has offered the services and

WHEREAS the APPLICANT is a (please indicate category e.g. private company/ public company/ Government undertaking/ partnership, etc.) constituted in accordance with the relevant law in the matter and the PRINCIPAL is a statutory body performing its functions under the Reserve Bank of India Act, 1934 and other relevant legislations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the PRINCIPAL to receive the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling APPLICANT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following

transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the PRINCIPAL

2.1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the APPLICANT, either for themselves or for any person, organisation or third party related to the contract in xchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.1.2 The PRINCIPAL will, during the pre-contract stage, treat all APPLICANTs alike, and will provide to all APPLICANTs the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTs.

2.1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.2 In case any such preceding misconduct on the part of such official(s) is reported by the APPLICANT to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of APPLICANT

3.1 The APPLICANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any precontract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1.1 The APPLICANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.1.2 The APPLICANT further undertakes and declares/represents that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage

or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the PRINCIPAL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PRINCIPAL

3.1.3 APPLICANT shall disclose in writing the name and address of representatives and Indian APPLICANTs shall disclose their foreign principals or associates.

3.1.4 APPLICANT shall disclose in writing the payments to be made by them to any intermediary, in connection with this bid/contract.

3.1.5 The APPLICANT, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose in writing payments, if any, he has made / is committed to or intends to make to officials of the PRINCIPAL or their family members or any other intermediaries in connection with the contract or otherwise and the details of services agreed upon for such payments.

3.1.6 The APPLICANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.1.7 The APPLICANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.1.8 The APPLICANT shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, without written consent of the PRINCIPAL. The APPLICANT also undertakes to exercise due and adequate care lest any such information is divulged.

3.1.9 The APPLICANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.1.10 The APPLICANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.1.11 If the APPLICANT or any employee of the APPLICANT or any person acting on behalf of the APPLICANT, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the APPLICANT's firm, the same shall be disclosed in writing by the APPLICANT at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 of India.

3.1.12 The APPLICANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL

4. Previous Transgression

4.1 The APPLICANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company/entity in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify APPLICANT's exclusion from the tender process.

4.2 The APPLICANT agrees that if it makes incorrect statement on this subject, APPLICANT can be disqualified from the procurement process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

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

5.2 In case of the successful APPLICANT, a clause would also be incorporated in the Article pertaining to Performance Bond (Performance Bank Guarantee and / or Security Deposit) in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the APPLICANT or anyone employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the precontract negotiations / proceedings with applicant without assigning any reason or giving any compensation to the APPLICANT. However, the proceedings with the other APPLICANT(s) would continue.

6.1.2 To immediately cancel the contract, if already signed, without giving any compensation to the APPLICANT.

6.1.3 To recover all sums already paid by the PRINCIPAL, and in case of an Indian APPLICANT with interest thereon at 2% higher than the prevailing six months Marginal Cost of funds-based Lending Rate (MCLR) of State Bank of India, while in case of APPLICANT from a country other than India with interest thereon at 2% higher than the six months LIBOR. If any outstanding payment is due to the APPLICANT from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

6.1.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the APPLICANT, in order to recover the payments, already made by the PRINCIPAL, along with interest.

6.1.5 To cancel all or any other Contracts with the APPLICANT, the APPLICANT shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such

cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the APPLICANT.

6.1.6 To debar the APPLICANT from participating in future bidding processes of the PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.7 To recover all sums paid in violation of this Pact by APPLICANT(s) to any middleman or agent or broker or any other intermediary with a view to securing the contract. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the APPLICANT, the same shall not be opened.

6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the commission by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the APPLICANT shall be final and conclusive on the APPLICANT. However, the APPLICANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause:

The APPLICANT undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU or any other unit owned by Government of India / the PRINCIPAL and if it is found at any stage that similar product/systems or sub systems was supplied by the APPLICANT to any Ministry/Department of the Government of India or a PSU or any other unit owned by Government of India / the PRINCIPAL at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the APPLICANT to the PRINCIPAL, if the contract has already been concluded.

8. Independent Monitors

The PRINCIPAL has appointed Shri Nageshwar Rao Koripalli, IRS (Retd.) and Shri Pramod Shripad Phalnikar, IPS (Retd.) as the Independent monitors (hereinafter referred to as Monitor) for this Pact and their contact details are as below:

Shri Nageshwar Rao Koripalli, IRS	Shri Pramod Shripad Phalnikar, IPS
(Retd.)	(Retd.) A-2,602 Phase - I, Aditya
38, The Trails, Manikonda, R.R. District,	Shagun, CHS, NDA-Pashan Road,
Hyderabad - 500 089	Bavdhan, Pune,
Mobile No. 097889 19555, 089859 70045	Maharashtra - 411 021
Email - knageshwarrao@gmail.com	Mobile No. 0901 19 43674
	Email - pramodphalnikar@gmail.com

8.1 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.2 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.3 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.4 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.5 The APPLICANT(s) accepts that the Monitor has the right to access without restriction to all project documentation of the PRINCIPAL including that provided by the APPLICANT. The APPLICANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-consultants. The Monitor shall be under contractual obligation to treat the information and documents of the APPLICANT / SubConstruction Company / Agency (s) with confidentiality.

8.6 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.7 The Monitor will submit a written report to the designated Authority of PRINCIPAL within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / APPLICANT and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

9.2 In the event of any dispute between the PRINCIPAL and APPLICANT where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. In case, dispute remains unresolved even after mediation by the panel of IEMs, the PRINCIPAL may take further action as per terms and conditions of the contract.

9.3 Person signing the Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/ she will await their decision in the matter

10. Law and Place of Jurisdiction:

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

11. Other Legal Actions:

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

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the APPLICANT, including warranty period, whichever is later. In case an APPLICANT is unsuccessful in empanelment process, this Integrity Pact shall expire after six months from the date of its execution.

12.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

1.

2.

13. The parties hereby sign this Integrity Pact at ______on

PRINCIPAL Name of the Officer Designation Reserve Bank of India Premises Department Mumbai APPLICANT Name of the Authorised Signatory Designation Name of the Applicant

Witness

1.

2.

Sr.no.	Details	Financial Year								
5		April 1, 2019 to March 31, 2020 ₹ in crore	April 1, 2020 to March 31, 2021 ₹ in crore	April 1, 2021 to March 31, 2022 ₹ in crore	April 1, 2022 to March 31, 2023 ₹ in crore	April 1, 2023 to March 31, 2024 ₹ in crore				
1	Annual financial turn over certified by Chartered Accountant.			10	田.					
2	Income Tax returns for the year		/	1						
3	Profit after Tax certified by Chartered Accountant.		6		10	3				

FINANCIAL STATUS (To be read with Clause _Section II)

Note:

i. Statement shall be supported by copies of audited financial statements/ accounts of the business of the bidder duly certified by a Charted Accountant. The Income Tax Clearance Certificates / Income Tax Assessment orders along with the latest final accounts of the business of the Construction Company / Agency duly certified by a Chartered Accountant, copied of the Income Tax clearance Certificate/ Income Tax assessment orders along with the latest final accounts of business of the Construction Company / Agency duly certified by a Chartered Accountant, copied of the Income Tax clearance Certificate/ Income Tax assessment orders along with the latest final accounts of business of the Construction Company / Agency / Firm duly certified by a Charted Accountant as a proof creditworthiness.

Signature of the applicant with seal

Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India.

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,

Chief General Manager-in-Charge Reserve Bank of India Premises Department, Central Office, Mumbai-400 001

Madam,

Name of Work: - Empanelment of Construction Agency /firms for undertaking "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA.

2. I / We certify that (Name of the bidder)

i. is not from a country sharing land border with India, or

ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or iii. is from a country sharing land border with India where Government of India has extended lines of credit, or iv. is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable).

3. I /We further certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also

undertake that even in case of contracts where we are permitted by the Bank/RBI to subcontract I/we(Name of bidder) will not sub-contract any work to a Construction Agency from country (ies) sharing land border with India, unless such Construction Agency fulfils all the requirements contained in the above referred office memorandum / order.

4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder with Rubber Stamp Date:

Place:

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY (On Non-Judicial Stamp Paper of appropriate value)

To,

Chief General Manager-in-Charge Reserve Bank of India Premises Department, Central Office, Mumbai-400 001

Madam,

Empanelment of Construction Agency /firms for undertaking "EXECUTION OF CONSTRUCTION PROJECTS ON DESIGN AND BUILD MODE" FOR RESERVE BANK OF INDIA.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized.

Power of Attorney furnished by Construction Agency shall be irrevocable.



Check list for documents Submitted or Not Submitted

Sr. No.	Document	Submitted	Not Submitted
1.	Formal letter requesting Empanelment in official letterhead of the applicant		1
2.	Duly filled in & signed Application Form		1000
3.	Trade License/ certificate of incorporation/ partnership deed	1.0	0.00
4.	Copy of PAN Card & other related Income Tax documents	1.20	2.17
5.	Copy of GST Registration Certificate	- L	1.0
6.	Copy of PF Registration (if applicable)		100
7.	Copy of ESIC Registration (if applicable)		
8.	Copy of MSMED Registration Certificate, if applicable	1000	
9.	Copies of the Audited Final Accounts for last 3 years and A certificate issued by Chartered Accountant indicating the turnover for last three years.	ALC: N	
10.	Client's Certificates from clients for all the qualifying works in sealed official cover of the client. (Each certificate must accompany photocopy of TDS/ documents as a proof of payment	1	
11.	Work orders for all qualifying works along with their completion certificates		10
12.	Previous Experience/ongoing/ similar experiences		
13.	Undertaking regarding declaration of debarment by public institution(s)	1	1
14.	Banker's certificate in sealed official cover of the bank		
15.	Completion certificates.		
16.	PRE-CONTRACT INTEGRITY PACT		
17.	Other relevant certificates (If submitted please mention the name of the certificate above)		1. *

(Signature and Seal of the Applicant)

Address: Email: Contact No.

Non-Disclosure Agreement

I, (Name of the applicant), hereby agree to abide by the following conditions –

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

b) Successful Applicant 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 by the Agency in the performance of the work.

c) Further, any such disclosure to any such person employed by the Applicant shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the non-disclosure clause.

d) The Applicant shall not, without the Bank's prior written consent, make use of any document or information mentioned in these conditions of the RFE except for the sole purpose of performing this RFE.

(Signature, name, and address of the Applicant's executive duly authorized to sign on behalf of the Applicant)