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**RESERVE BANK OF INDIA**

**ESTATE DEPARTMENT**

**8-9 VIPIN KHAND, GOMTI NAGAR**

**LUCKNOW – 226010**

[www.rbi.org.in](http://www.rbi.org.in)

**Notice Inviting Application** **for** **empanelment of contractors for** **the** **proposed Construction of Residential Flats for Officers at Sitapur Road, Lucknow**

Reserve Bank of India, Lucknow invites sealed applications for empanelment for above mentioned work from eligible firms/contractors fulfilling the pre-qualification criteria. The proposed construction work consisting Civil works of multi-storey residential building with RCC framed structure, internal & external civil & electrical works, external services etc. is intended to be taken up through one contractor. For further details and downloading the aforesaid application form, see the ‘Tenders’ link available on Bank’s website [www.rbi.org.in](http://www.rbi.org.in) or from the Indian Trade Journal website [www.dgciskol.gov.in](http://www.dgciskol.gov.in). Please also note that further Addendum / corrigendum will only be published on Bank’s website.

|  |  |
| --- | --- |
| Estimated cost of the work | ₹ 125 Cr  (₹ One Hundred Twenty-Five Crore Only) |
| Availability of application form for download from Bank’s website | March 28, 2024 to May 13, 2024 |
| Last date and time for submission of duly filled /completed Application in a sealed envelope | May 13, 2024 up to 17:00 Hrs |
| Date of opening of the Sealed application | May 14, 2024 at 11:00 Hrs |

Date: March 28, 2024

Regional Director

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**RESERVE BANK OF INDIA**

**Notice Inviting Application for empanelment of contractors for the proposed Construction of Residential Flats for Officers**

**at**

**Sitapur Road, Lucknow**

**RESERVE BANK OF INDIA**

**ESTATE DEPARTMENT**

**8-9 VIPIN KHAND, GOMTINAGAR,**

**LUCKNOW – 226010**

LAST DATE OF SUBMISSION: May 13, 2024 up to 17:00 Hrs

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**RESERVE BANK OF INDIA**

**ESTATE DEPARTMENT**

**LUCKNOW**

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# DISCLAIMER

This document is prepared by Estate Department, Reserve Bank of India (RBI), 8-9 Vipin Khand, Lucknow – 226010 to give background information on the Project to the interested parties. Reserve Bank of India has taken due care in the preparation of the information contained therein, however, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and applicants will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the application. The Reserve Bank of India is not responsible if no due diligence is performed by Applicants. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party submitting application for empanelment.

No reimbursement of cost of any type will be paid to persons or entities expressing interest and/or submitting Application.

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**RESERVE BANK OF INDIA**

**ESTATE DEPARTMENT**

**LUCKNOW**

# NOTICE INVITING APPLICATION

for Empanelment of Contractors for the Construction of Residential Flats for Officers at Sitapur Road, Lucknow

* 1. Reserve Bank of India, Lucknow invites sealed applications in the prescribed format from eligible applicants for empanelment of contractors for the Construction of Residential Flats for Officers at Sitapur Road, Lucknow**,** estimated to cost **₹125 Crore** to be completed within 36 months. The proposed construction project work would be executed by the firm who has completed composite works in a single contract with multidiscipline trades.
  2. For further details and downloading the application forms, please visit the website at [**www.rbi.org.in**](http://www.rbi.org.in)& [**www.dgciskol.gov.in**](http://www.dgciskol.gov.in)(Click on the link of Indian Trade Journal). Further corrigendum / addendums if any, will only be hosted on the Bank’s website [www.rbi.org.in](https://www.rbi.org.in/).
  3. Application forms for empanelment can be downloaded from **March 28, 2024 to May 13, 2024**.
  4. Last date for submission of completed applications: **May 13, 2024 up to 17:00 Hrs.**
  5. The Bank reserves the right to reject any or all the applications without assigning any reasons thereof.

# SCHEDULE FOR ISSUE / SUBMISSION OF APPLICATIONS

|  |  |
| --- | --- |
| **Event** | **Schedule** |
| Availability of Application form in the websites (RBI and Indian trade journal) for downloading | From March 28, 2024 to May 13, 2024 |
| Last date and time for submission of duly filled /completed Application in a sealed envelope superscribing  ‘APPLICATION FOR EMPANELMENT OF CONTRACTORS FOR PROPOSED CONSTRUCTION OF RESIDENTIAL FLATS FOR OFFICERS AT SITAPUR ROAD, LUCKNOW’ | On or before May 13, 2024 up to 17:00 Hrs. |
| Address for submission of the filled/completed Application forms on or before the last date and time. | Shri Balu Kenchappa, The Regional Director, Reserve Bank of India, Estate Department, Lucknow-226010 |
| Contact person in case on any issue / query related to empanelment | Shri Ankit Kumar Srivastava  AGM (Tech)  Contact No. 0522-4667314  Email id: [edlucknow@rbi.org.in](mailto:edlucknow@rbi.org.in) |
| Opening of Application forms | On March 28, 2024 at 15:00 Hrs. Otherwise, a fresh date will be communicated to the applicants. |

# ADVANCE TENDER NOTICE

The Reserve Bank of India invites applications empanelment of contractors for proposed Construction of **Residential Flats for Officers at Sitapur Road, Lucknow** estimated to cost Rs. 125 Crore/- (₹ One Hundred Twenty-Five Crore Only). The work is to be completed within 36 months.

2. The application forms can be downloaded from websites [www.rbi.org.in](http://www.rbi.org.in) & [www.dgciskol.gov.in](http://www.dgciskol.gov.in) (Click on the link of Indian Trade Journal).

3. Contractors / firms who fulfil the minimum eligibility criteria specified at para 1.3.1 of Section I of this Application can apply. The applicants who possess the minimum eligibility criteria shall be further evaluated as at para 1.3.2 of Section I of this Application and the applicants who score minimum of 50 marks will be considered for empanelment.

4. The application forms duly filled in the prescribed formats with all enclosures and the requisite documents in a sealed envelope / cover superscribing “**Empanelment of contractors for the Construction of Residential Flats for Officers at Sitapur Road, Lucknow ”** shall be addressed by name to Dr. Balu Kenchappa, Regional Director, Reserve Bank of India, Estate Department, 8-9 Vipin Khand, Gomti Nagar, Lucknow- 226010, so as to reach on or before **17:00 Hrs on May 13, 2024** The same will be opened by him or by a nominated officer of the Bank in the presence of applicants or their authorized representatives who choose to be present at **11:00 Hrs on May 14, 2024** or subsequent date as informed by the Bank.

5. Applications received after the prescribed time and date for submission is liable to be rejected.

6. The Bank reserves the right to withhold the issue of application forms to any party or reject any or all the applications without assigning any reason therefor.

7. Any further clarifications / addendum / corrigendum will be posted in Bank's website [**www.rbi.org.in**](http://www.rbi.org.in) only.

Regional Director

Reserve Bank of India

Estate Department,

8-9, Vipin Khand, Gomti Nagar Lucknow (U.P.) 226010

Tel: 0522-2307968, 0522-2307910

Email id: [edlucknow@rbi.org.in](mailto:edlucknow@rbi.org.in)

# SECTION I

## INSTRUCTIONS TO THE APPLICANTS

### INTRODUCTION

1. Reserve Bank of India, Estate Department, 8-9 Vipin Khand, Gomti Nagar, Lucknow – 226010 intends to undertake development of its Sitapur Road property.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. | Sitapur Road, Lucknow | Construction of Residential flats for Bank’s officers in different Grade. Grade wise details of number of flats:   |  |  |  |  | | --- | --- | --- | --- | | **Officers’ flats** | **VOF (Visiting Officers Flats)** | **SRA (Single Room Accommodation)** | **Total Units** | | 130 | 30 | 25 | 185 | |

The Boundaries have already been ear-marked for the above-noted plot of land belonging to the Bank. The rough cost of entire development work i.e., the “Project” is estimated at Rs. 125 crores approximately (based on CPWD Plinth Area Rates).

Proposed project for which empanelment of contractors for tendering being taken up is broadly consists of Civil works of multi-story residential building with RCC framed structure, internal & external civil & electrical works, external services etc. It is Bank’s intention to engage one contractor for works stated above.

2. Intending applicants are required to submit their full bio-data giving details about their organisation, experience, technical personnel in their organisation, capacity, competence and adequate evidence of their financial standing etc. in the enclosed formats which will be kept confidential.

3. While deciding upon the selection of contractors, great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.

4. Decision of the Bank in regard to selection of contractors for issue of tender forms will be final. The Bank is not bound to assign any reason therefor.

5. Each page of the application shall be signed. The application shall be signed by person/ persons on behalf of the organisation having necessary authorisation/ Power of Attorney to do so.

6. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part.

7. Any letter or document accompanying the Application shall be submitted in duplicate.

8. Applications containing false and/or inadequate information are liable for rejection.

9. While filling up the application about the list of important projects completed or on hand, the applicants shall only include those works which meets prequalification criteria.

10. Clarifications, if any, required may be obtained from the Regional Director, Reserve Bank of India, Lucknow

Signature of the applicant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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### SALIENT FEATURES OF THE PROJECT

* + - * 1. Building Construction and Installation of all services and making all the buildings fully and functionally operative.
        2. Obtaining highest green building rating issued by IGBC/GRIHA specified in tender document.
        3. The empanelment offer made on the condition that the Contractor/ Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer /bidder will stand disqualified from the tendering process and the application of the bidder would be summarily rejected.
        4. The project shall be monitored through project monitoring application software’s viz., Ms-Project/ Primavera and the contractor needs to manage the same.

### PREQUALIFICATION CRITERIA FOR EMPANELMENT OF CONTRACTORS

The prequalification criteria include minimum eligibility criteria as at 1.3.1 and evaluation criteria as at 1.3.2. The applications which fulfil minimum eligibility criteria will be further evaluated as per the criteria at 1.3.2. The applicants who score minimum of 50 marks in the evaluation criteria shall be considered for empanelment. The applications which do not fulfil minimum eligibility criteria and/or do not qualify in the evaluation criteria shall not be considered for empanelment.

#### 1.3.1 Minimum Eligibility Requirement:

Contractors / firms shall fulfil the minimum eligibility criteria as below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. no.** | **Criteria** | **Requirement** | **Forms / Documents to be furnished** |
| (i) | Composition of the firm/ organization: | The tenderer can be Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc. Details of Registration of the firm / organization, Name of Registering Authority, Date and Registration number, etc. shall be furnished.  Joint Ventures are not allowed | Tenderer should fill up information in **Format 1** annexed hereto and submit along with the following supporting documents.  (i) Copy of registration certificate. (ii) Copy of the Articles of Association/ Power of Attorney/ other relevant document  (iii)copy of Goods and Service Tax registration  certificate  (iv) Details of registration of labour along with EPF and ESI documents. |
| (ii) | Duration of past experience | The tenderer should have minimum of seven years of experience in executing similar work/s\* i.e.,work order issued on or before February 28, 2017 and work has since been completed. | Bidder should fill up the information in **Format 2** annexed hereto indicating client-wise names of similar work(s), awarded and actual cost(s), completion date stipulated in contract and actual dated of completion date, etc. and should submit along with the documentary evidence as proof of minimum 7 years of experience of undertaking similar work/s \* viz. copies of detailed work order/s 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 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.    ii) Bidder should also fill up the information about similar work/s\* on-hand in the **Format 2A** annexed hereto and should submit along with supporting documents, viz. Copies of work order/s with details of items of work, issued by the client(s) for the work/s in progress.  (iii)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. |
| (iii) | Minimum value of each completed similar work/s\* | The tenderer shall have successfully completed similar work/s\* in past seven years ending February 29, 2024 (work completed on or after February 28, 2017) of value as under:   1. Three similar completed works each of value not less than **₹ 50 crore** i.e, 40% of estimated cost of the work   Or     1. Two similar completed works each of value not less than **₹ 62.5 crore** i.e., 50% of estimated cost of the work.     Or    One similar completed work of value not less than **₹ 100 crore** i.e., 80% of estimated cost of the work. | Tenderer should fill up the information in **Format 3** annexed hereto 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 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.  (ii) Client certificate/s for each of the qualifying work as per the **Format 3A** annexed hereto. |

|  |  |  |  |
| --- | --- | --- | --- |
| (iv) | Annual  Financial Turnover | The tenderer shall possess  Annual Financial Turnover of **₹ 37.5 crore** i.e., 30% of the estimated cost or more during the last three consecutive financial years ending31st March 2023 Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered  Accountant should be enclosed in proof of their creditworthiness and turnover | Tenderer should fill up the information in **Format 4** annexed hereto and certified by Chartered Accountant to be submitted along with the following documents:  (i) Copies Audited financial statements/ accounts of the business of the tenderer duly certified by a Chartered Accountant indicating the turnover for financial years referred in the format 4. (ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders along with the latest final accounts of business of the contractor duly certified by a Chartered Accountant as a proof creditworthiness. |
| (v) | Solvency | The tenderers should have a Solvency of value not less than 100% of estimated cost of the work i.e. **₹ 125 crore**. | (i) The tenderer should furnish solvency certificate issued by the tenderer’s banker specifically issued for this work in **Format 5**.  (ii)Bidder should submit details of their Banker in **Format 5A.** |
| (vi) | Registration for GST payment | The bidder should have valid Goods and Service Tax (GST) registration | Copy of GST registration certificate shall be submitted |
|  | **Notes**  **(i) Minimum eligibility criteria - \*Similar work** shall mean Construction of Multistorey Residential Building having RCC framed structure including Civil and Electrical Works all composite under one contract agreement. Multi-storeyed / high rise \*\* Educational, Institutional, Business, Mercantile buildings having RCC framed structure including civil and electrical works (all composite under one contract agreement) also will be considered as similar works provided the value of civil component is at least 60% of the cost of work.  \*\* **Multi-Storeyed Building or High Rise Building is a** building above 4 stories, and/or a building exceeding 15 meters or more in height (without stilt) and 17.5M (including stilt) as defined in Model Building Bye-Laws - 2016 published by Ministry of Urban Development.   1. Cost of work shall mean gross value of the completed work. 2. 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 abstract of cost of work in support of this. 3. In respect similar work completion certificate(s), client certificate(s) issued by the private companies shall also accompany copy of Tax Deducted at Source (TDS) certificates. Bids received without the specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary. 4. Regarding client’s certificate for qualifying similar completed 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 qualifying similar completed works carried out for private companies, shall accompany Tax Deducted at Source (TDS) certificates has to be submitted for proving the credentials/contract amount. 5. Bank reserve 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 work eligible/qualifying works referred by the Bidder in their bid. 6. It is clarified that the work executed by the applicant for their in-house or capital use will not be considered for the purpose of work experience of completion of similar works. | | |

|  |  |
| --- | --- |
|  | Applicant should satisfy the qualifying criteria on their own merits and not as a sum total of their sub-agencies. Power of Attorney given to a person other than the Applicant’s own employee shall not be accepted.   1. **All information called for in the formats at Annex 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 should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as   **‘Not applicable’** Application foe Empanelment shall contain all the enclosures mentioned and copies shall be self-attested.  (ix) The bid submitted by a bidder who is found to be not satisfying the minimum eligibility criteria will be disqualified from further processing of the tender.  (x) Bids containing false and /or incomplete information are liable for rejection / debarment from future tender etc. |

#### 1.3.2 Evaluation Criteria

The applicants who possess the minimum eligibility criteria shall be further evaluated as below and applicants who score minimum of 50 marks will be considered for empanelment.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Evaluation Criteria** | | |
|  | Bids satisfying the minimum eligibility requirement at 1.3.1 above will be evaluated further as below for shortlisting for opening of part II of the tender.  Eligible works / financial standing will be evaluated. | | |
|  | Sl.no. | Parameter | Maximum marks |
|  | 1 | **Technical Expertise**:  A Committee designated by the Bank will inspect eligible works (item 1.3.1 above) of the tenderer in the following parameters for assessing the quality of works.**(The Applicant, applying for empanelment of contractor shall coordinate with their Client/s for site inspection by the Bank)** |  |
|  |  | (i) Quality of RCC works | 6 |
|  |  | (ii) Quality of plaster / finishing / flooring | 4 |
|  |  | (iii) Quality of wood work | 4 |
|  |  | (iv) Quality of steel work / Aluminium work | 4 |
|  |  | (v) Quality of plumbing and sanitary installation | 4 |
|  |  | (vi) Quality of water proofing | 6 |
|  |  | (vii) Quality of internal EI, Fire fighting and other electrical works | 8 |
|  |  | (viii) Quality of external development work | 4 |
|  |  | **Maximum marks for Sl. No. 1** | **40** |
|  |  | Note: All parameters are compulsory except (iii), (iv) and (viii). If one or more of non-compulsory parameter(s) is/are absent in the work, the total marks will be work out proportionately on 40 marks |  |
|  | 2 | **Financial Capability** |  |
|  |  | (i) Yearly turnover of **₹ 37.5 cr** or more but less than or equal to **₹ 56.25 cr** during last 3 financial years ending March 31, 2023 (between 1 to 1.5 times of minimum specified in eligibility criteria at item 1.3.1 (iv) above) | 10 |
|  |  | (ii) Yearly turnover greater than **₹ 56.25 cr** but less than or equal to **₹ 75 cr** during last 3 financial years ending March 31, 2023 (between 1.5 to 2 times of minimum specified in eligibility criteria at item 1.3.1 (iv) above) | 14 |
|  |  | (iii) Yearly turnover greater than **₹ 75 cr** during last 3 financial years ending March 31, 2023 (more than 2 times of minimum specified in eligibility criteria at item 1.3.1 (iv) above) | 20 |
|  |  | **Maximum marks for Sl.No. 2** | 20 |
|  |  | Note: If the Annual Turnover of the three years are not in one particular sub head, the total marks will be proportionately worked out. |  |
|  | 3 | **Professionalism – dealing with project** |  |
|  | A | **Levy of compensation / LD** |  |
|  |  | (i) No compensation / LD levied for eligible works | 10 |
|  |  | (ii) Compensation / LD levied is less than 5% of tendered amount | 4 |
|  |  | (iii) Compensation / LD levied is more than 5% of tendered | 0 |
|  |  | Note: If compensation / LD has been levied in one / two / three of the eligible works as applicable, the total marks will be proportionately worked out. |  |
|  | B | **Contract Performance** |  |
|  |  | (i) Successful completion of work without litigation / arbitration | 10 |
|  |  | (ii) Completion of work with litigation / arbitration | 0 |
|  |  | Note: No proportionate adjustment will be done, even one eligible work undergone litigation / arbitration will get ‘0’ marks |  |
|  |  | **Maximum marks for Sl.No. 3** | 20 |
|  | 4 | **Green Building Certificate for eligible works** |  |
|  |  | (i) Any eligible work of having any Green Building certification except highest rated certificate | 6 |
|  |  | (i) Any eligible work of having highest rated Green Building certificate | 10 |
|  |  | **Maximum marks for Sl.No. 4** | 10 |
|  | 5 | **Qualifying works done for Govt. organisations or PSUs of equivalent** | 10 |
|  |  | **Maximum marks for Sl.No. 5** | 10 |
|  |  | **Grand total of evaluation criteria** | **100** |
|  | **Minimum required marks for shortlisting** | | **50** |

Applicant scoring less than 50 marks, as per the above criteria, will not be shortlisted for the empanelment.

#### 1.3.3 Other Requirements

1.3.3.1 Manpower Resources: The tenderer should have minimum strength of qualified / skilled persons required for successful implementation of the project and shall furnish the details in **Format 6 and 6A.**

1.3.3.2Machinery, Tools, and plants & Resources: The tenderer should furnish details of the items available with him in **Format 7**

1.3.3.3 Facilities at site office: Should have knowledge about requirement of site office facilities to execute the project of proposed magnitude. Submit details of the same.

### AMENDMENT OF PREQUALIFICATION CRITERIA

1.4.1 At anytimeprior to the deadline for submission of applications, RBI may amend the empanelment Application by issuing addendum.

1.4.2 An Addendum issued under the sub- clause 1.4.1 shall be part of the Empanelment of contractors and shall be hosted on the website of RBI.

1.4.3 To give Applicants reasonable time to take an addendum into account in preparing their Applications, RBI may, at its discretion, extend the deadline for the submission of Applications.

### COST OF SUBMISSION OF APPLICATION

TheApplicant shall bear all costs associated with the preparation and submission of its Application. RBI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the pre-qualification process.

### LANGUAGE OF APPLICATION

The language of the Application as well as the supporting documents shall be English / Hindi.

### FILLING OF APPLICATION FORMS

* + 1. Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up the project.
    2. The applicant should submit a checklist as per the format Annexed in along with the application.

If the space in proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the proforma and Serial Number. Separate sheets shall be used for each part.

* + 1. Any letter or document accompanying the pre-tender qualification form shall be submitted in duplicate.

### SIGNING OF THE APPLICATION AND NUMBER OF COPIES

1.8.1 TheApplicant shall prepare one original set of the pre-qualification documents and clearly mark it “ORIGINAL”. The original of the Application shall be typed and shall be signed on all the pages by the person duly authorized to sign on behalf of the Applicant. The power of attorney duly notarizedand on a stamp paper authorizing the person to sign and act on behalf of the firm should be submitted.

1.8.2 The Applicant shall submit one signed hard copies of the original Application and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.

1.8.3 An authorized representative shall have the authority to conduct all business and incur liabilities related thereto for and on behalf of the Applicant, during the pre-qualification process and thereafter.

### SEALING OF APPLICATION

The Original and the copies of the Application shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the Application as specified in the schedule for issue/submission.

### DEADLINE AND ADDRESS FOR SUBMISSION OF APPLICATIONS

* + 1. Applications shall be submitted to the address mentioned in clause 1.10.2 by hand or through registered post or courier service and not later than **May 13, 2024 up to 17:00 Hrs**. Bank shall not assume any responsibility for any delayed delivery.
    2. The Applications should be addressed to **Dr. Balu Kenchappa, The Regional Director, Reserve Bank of India, Estate Department, Lucknow-226010.**
    3. All envelopes shall be titled “**Application for empanelment of contractors for the Construction of Residential Flats for Officers at Sitapur Road, Lucknow” clearly** marked in English/Hindi with name of the Applicant.
    4. RBI may, at its discretion, extend the deadline for the submission of Applications, in which case all rights and obligations of RBI and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

### LATE APPLICATIONS

1.11.1 Application received after the deadline of submission of Application will not be considered or opened under any circumstances.

### CLARIFICATIONS OF APPLICATION

* + 1. The Applicants shall be evaluated on the basis of the Application and the supporting documents submitted by them.
    2. Without prejudice to Clause 1.12.1 above, in order to assist in the evaluation of Applications, RBI may, at its sole discretion, ask any Applicant for any clarification on its Application which shall be submitted within a stated reasonable period of time.
    3. If an Applicant does not provide clarifications requested by the date and time set in RBI’s request for clarification, its Application is liable to be rejected.
    4. It is clarified that Applicants shall not be required to submit on their own, additional information or material subsequent to the date of submission and such material if submitted shall be disregarded. It is therefore essential to ensure that all questions are answered fully on the proforma or otherwise. The pages of the application document and annexure and additional information if any submitted shall be numbered sequentially and signed. General responses such as “included in brochure” without specific item reference should be avoided.

### RESPONSIVENESS OF APPLICANTS

* + 1. An application, which does not meet all the requirements, is liable to be rejected.
    2. Applicants should note that the details called for in this Application for Empanelment is intended to provide preliminary information. The information contained herein shall not in any way be construed as binding on RBI, its agents, successors or assignees.
    3. Applicants are advised that empanelment of Contractor for this Project shall be based on the information/documents submitted by the applicant and shall be entirely at the discretion of RBI. No explanation or justification of any aspect of the application evaluation process shall be given by RBI and the results of the application evaluation process shall be without any right of appeal to the applicants whatsoever. Applicants shall be deemed to have understood the requirements set out in this document and have provided the same.
    4. All documents and other information submitted by an Applicant to RBI shall become the property of RBI. Applicants are to treat all information as strictly confidential. RBI will not return any Application document submitted to it by the Applicants.

### RIGHT TO ACCEPT /REJECT ANY OR ALL APPLICATIONS

* + 1. The RBI reserves the right to accept or reject any or all applications and right to annul the qualification process at any time without any liability or any Obligation for such acceptance, rejection or annulment.
    2. In responding to the Empanelment Application, Applicant should demonstrate their capabilities, by providing material based on their experience, past performance, their personnel, and financial resources.
    3. It is expressly clarified that before submitting the enlistment Application, the Applicant must have carefully examined the contents of all the documents and any failure to comply with any of the requirement of prequalification document will be at the Applicant’s risk.

### VALIDITY OF APPLICATIONS AND VALIDITY OF PANEL

* + 1. Application shall be valid for a period of 6 months from the last date of submission of Applications.
    2. RBI retains the right that in exceptional circumstances at its own discretion, it may ask the applicants to extend the validity of their application for specified period. The applicant not submitting the letter of extension of the validity period at that time shall not be further considered.
    3. The list / panel prepared as per prequalification criteria at clause 1.3 will be valid for three years from the date of intimation to the qualified applicants.

### EVALUATION OF APPLICANT ON THE BASIS OF APPLICATION

* + 1. Only those applications, which meet the pre-qualification criteria of the Empanelment Application indicated at clause 1.3 shall be processed further. The applications not meeting pre-qualification criteria will be rejected.

### DEBARMENT/DISQUALIFICATION

A bidder is liable for debarment / disqualification from bidding on the following grounds:

1)

i) If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

a) 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.

b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.

d) 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.

e) 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.

f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g) obstruction of any investigation or auditing of a procurement process.

h) making false declaration or providing false information for participation in a tender process or to secure a contract.

ii) failed to disclose conflict of interest.

iii) 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

2) For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

3) If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code 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.

4) In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the   
**Format 8**.

### CONFORMITY TO THE RULES ON BIDDER FROM COUNTRIES SHARING LAND BORDER WITH INDIA

The instruction / rules issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, in respect of bidders from countries sharing land border with India and subsequent revisions and Public Procurement Orders issued in furtherance thereto shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in **Format 9**.

### INTEGRITY PACT

The bidder shall be required to enter into an **agreement with the Bank called Integrity Pact (IP).** The IP envisages an agreement between the Bank and the bidders as per the approved proforma given in **Format 10**, 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 system integrators. The applications of those bidders which do not contain the IP in the approved proforma shall be liable for rejection. Integrity pact as per the **format 10** shall be executed in non-judicial stamp paper. The cost of the stamp paper shall be borne by the applicant.

### JURISDICTION

1.20.1 All disputes arising shall be deemed to have arisen at Lucknow, shall be subject to the jurisdiction of the appropriate court at Lucknow, and shall be governed by the laws of India.

# SECTION II

## LETTER OF SUBMISSION

To

Shri Dr. Balu Kenchappa

Regional Director

Reserve Bank of India

Estate Department

Lucknow

I/We have read and understood the Notice Inviting application 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.

2. 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

3. I/We hereby certify that all the statements made and information supplied in the enclosed forms namely Formats 1 to 10 and accompanying statements are true and correct.

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

5. I/We also authorize RBI or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.

6. I/We submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed the following projects along with prescribed formats.

7. 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.

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

Signature of the applicant /Authorized Representative

Enclosures:

Seal of applicant:

Date of submission:

## FORMAT 1

**(To be read with Item 1.3 / Section I)**

**Basic Information**

|  |  |  |
| --- | --- | --- |
| 1 | Name of the applicant/ organisation and address of the registered office. |  |
| 2 | Type of the organisation (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Co-operative Body etc.) |  |
| 3 | Name of the Proprietor/ Partners/ Directors of the Organisation/ Firm. |  |
| 4 | Details of Registration - (whether Partnership firm, Company etc.) - Name of Registering Authority, Date, Registration No. |  |
| 5 | Whether registered with Government/ Semi- Government/ Municipal Authorities or any other Public Organisation and if so, in which class and since when? |  |
| 6 | Experience in the field of building construction. | \_\_\_\_\_\_\_ years |
| 7 | Areas of 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. |  |
| 9 | Address of office through which the proposed work of the Bank will be handled and the name and designation of the Officer-in-Charge. |  |
| 10 | Adequate and satisfactory evidence to indicate financial capacity of the organisation to undertake the said construction work with names of Bankers and their full addresses. |  |
| 11 | Yearly turnover of the organisation during last five years. | Rs. |
| 12 | Ability to provide Bank Guarantee or other equivalent form of security from a Scheduled Bank. | Rs. |
| 13 | Number of supplementary sheets attached. |  |
| 14 | Whether any civil suit/ litigation arisen in the contracts executed during the last ten years/ being executed now. If yes, please furnish the details in the proforma given below: | Yes/No |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sr. No. | Name of the project and employer | Nature of work | Work order No. & Date | Present stage of work | Value of contract (Rs.) | Brief details of litigation |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|  |  |  |  |  |  |  |

Signature of the applicant with seal

## FORMAT 2

**(To be read with Item 1.3 / Section I)**

**Construction Capability And Previous Experience**

**List of important similar works executed by the Tenderer/firm**

**(**work order issued on or before February 28, 2017 and work has since been completed**)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl no | Name of  similar work and  locatio n | Nature of work / items of work involved in the contract | Name of the owner/ client and Architect. Also indicate whether Government or Semi- Government or Private Body with full postal address. | Cost of work | | Period of completion | | | Reason for  delay, if any | Whether work was left in  complete  or  contract was  terminate d from either side? | Litigatio n/Arbitra tion, if  any with details. | Any other  relevan  t  informa tion. |
| Date of commenc ement of work | Scheduled date of completio  n | Actual date of completi on |
| Contract  Amount (₹ lakh) | Actual value of work done  (₹ lakh) |
| 1. | 2. | 3. | 4. | 5 a | 5 b | 6a | 6b | 6c | 7 | 8 | 9 | 10 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |

Signature of the applicant with seal

## FORMAT 2A

**(To be read with Item 1.3 / Section I)**

**List of important similar works ‘On Hand’**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr. No. | Name of the project and location | Nature of work involved in the contract (e.g. residential, offices, industrial etc. and no. of storeys). | Name of the owner and Architect. Also indicate whether Government or Semi- Government or Private Body with full  Postal address. | Contract Amount (Rs.) | Completion Period | | Present stage of work with reason if the work is getting delayed | Any other relevant information. |
| Stipulated | Expected |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

Signature of the applicant with seal

## FORMAT 3

**(To be read with Item 1.3 / Section I)**

**Works qualifying Eligibility**

**Details of similar work/s (qualifying) completed during last seven years during the period February 28, 2017 to February 29, 2024**

**(The work/s costing equal or above the minimum value specified in minimum eligibility criteria)**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl no | Name of similar work and location | Nature of work/ items (brief description) of work involved in the contract. | Name of the owner/ client. Also indicate whether Government or Semi- Government or Private  Body with full postal address. | Name, e-mail ID, telephone (landline and mobile) nos., Fax no. of the contact executive (the person of Tenderer’s client who can be contacted by the Bank, if needed). | Cost of work | | Period of completion | | | Reason for delay, if any | Whether work was left incomplete or contract was terminated from either side? | Litigation/ Arbitration, if any with details. | Any other relevant  informa tion. | Green building certification category, if available |
| Date of commencement of work | Date of Completion | |
| Scheduled | Actual |
| Contract Amount (₹ lakh) | Actual value of  work done  (₹ lakh) |  |
| 1 | 2 | 3 | 4 | 5 | 6a | 6b | 7a | 7b | 7c | 8 | 9 | 10 | 11 | 12 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Signature of the Applicant with seal

## FORMAT 3A

**(To be read with item 1.3 / Section I)**

**CLIENT’s CERTIFICATE REGARDING PERFORMANCE OF THEIR CONTRACTOR (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 of items involved (as per schedule of quantities):
2. Whether the framework (i.e. inner metal skeleton) is designed (in-house or get designed from professional/s) or proprietary for its structural fitment, sturdiness, stability, self-supportiveness and safety of the system by the Contractor as per requirement of system: Yes / No

Whether items were fabricated at factory, ready to install components delivered at site and then assembled / installed at site **or** fabrication and installation both the operations were done at site:

1. Agreement No. and date:
2. Agreement amount:
3. Date of commencement of work:
4. Stipulated date of completion:
5. Actual date of completion:
6. Details of compensation levied for delay (indicate amount) if any:
7. Gross amount of the work completed and paid:
8. Name and address of the authority under whom works executed:
9. Whether the contractor employed qualified Supervisor during execution of work:

i) Quality of work (indicate grading): Outstanding/Very Good/ Good/Satisfactory/poor

* 1. Amt. of work paid on reduced rates, if any.

1. i) Did the contractor go for arbitration?
   1. If yes, total amount of claim iii) Total amount awarded
2. Comments on the capabilities of the contractor.
3. Technical proficiency: Outstanding/Very Good/ Good/Satisfactory/poor
4. Financial soundness: Outstanding/Very Good/Good/Satisfactory/poor
5. Mobilization of adequate T&P: Outstanding/Very Good/Good/Satisfactory/poor
6. Mobilization of manpower: Outstanding/Very Good/Good/Satisfactory/poor
7. General behaviour: Outstanding/Very Good/Good/Satisfactory/poor

**Signature of the Reporting Officer\* with Office seal**

Note:   
(i) All columns should be filled in properly.

(ii) \*Clients Report/certificate (a) for each of qualifying similar completed 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 (b) for each of the qualifying similar completed works carried out for Private companies shall accompany Tax deduction at source, TDS certificate has to be submitted for proving the credentials/ contract amount.

## FORMAT 4

**(To be read with item 1.3 / Section I)**

**FINANCIAL STATUS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.no.** | **Details** | **Financial Year** | | |
| April 1, 20… to March 31, 20…  **₹ in lakh** | April 1, 20…. to March 31,  20….  **₹ in lakh** | April 1, 20… to March 31, 20……  **₹ in lakh** |
| 1 | Annual financial turn over certified by Charted Accountant. |  |  |  |
| 2 | Income Tax returns for the year |  |  |  |

**Note:**

i. Statement shall be supported by copies of audited financial statements/ accounts of the business of the Tenderer 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 Tenderer 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 Tenderer duly certified by a Charted Accountant as a proof creditworthiness.

Signature of the Applicant with seal

## FORMAT 5

**(To be read with Item 1.3 / Section I)**

**FORM OF BANKERS’ CERTIFICATE FROM A SCHEDULED BANK**

**(On Bankers’ Letter Head)**

To

Regional Director

Reserve Bank of India

Estate department

Lucknow

This is to certify that to the best of our knowledge and information M/s. /Shri.............. a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹..............(Rupees  ............................................................). This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:- (i) Bankers’ certificates should be on letter head of the Bank

(ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

## FORMAT 5A

**(To be read with Item 1.3 / Section I)**

**Details of Tenderer’s Banker**

|  |  |  |
| --- | --- | --- |
| 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**

## FORMAT 6

**(To be read with Item 1.3.3.1 / Section I)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Name | Age | Qualifications | Construction experience | Nature of works handled | Name of major projects handled (value at least 40% of estimated cost put to tender) | Date from which employed in your organisation | Indicate special experience such as Advanced Construction Management techniques like CPM/PERT and indicate projects in which such techniques were employed. |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |

**(1) List of your technical personnel, giving details about their technical qualifications and experience including that in Applicant’s establishment**

(2) Indicate other points, if any, to show your technical and managerial competency to indicate any important point in your favour.

(3) No. of supplementary sheets attached for Part III.

**Signature of the Tenderer with seal**

## FORMAT 6A

**(To be read with Item 1.3.3.1 / Section I)**

**CVs of Key STAFF**

|  |  |  |
| --- | --- | --- |
| Name of the staff |  |  |
| Designation |  |  |
| Name and address of the firm presently employed |  |  |
| Years with the firm |  |  |
| Proposed position (describe degree of responsibility also) |  |  |
| Qualifications (Technical and General) |  |  |
| Membership in professional bodies |  |  |
| Experience and Training (Relevant in the context of assignment) |  |  |
| Employment Record |  |  |
| Name of the Firm | Position Held | Years of Employment |
|  |  |  |
|  |  |  |

Note :The Prospective Contractors should also have an exclusive coordinating office headed by an officer not below the rank of a General Manager duly assisted by other necessary staff. Please also enclose similar CV of the General Manager and his key assistants.

Signature of the Applicant with seal

## FORMAT 7

**(To be read with Item 1.3.3.2 / Section I)**

**List of available plants, available machineries, equipment etc**.

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name of plant/ machinery/ equipment and accessories | Total no. of units/ sq.mt. | No. of units/ sq.mt. which can be spared for the Bank's work. |
| 1. | Concrete mixers - with capacity |  |  |
| 2. | Vibrators |  |  |
|  | (a) Needle type |  |  |
|  | (b) Form work/ Slab type |  |  |
| 3. | Weigh-batcher with capacity |  |  |
| 4. | Concrete cube testing equipment with capacity |  |  |
| 5. | Steel tabular scaffolding, also indicate the height to which it can be erected. |  |  |
| 6. | Slab shuttering area |  |  |
|  | (a) Steel |  |  |
|  | (b) Timber |  |  |
| 7. | Pumps with capacity |  |  |
| 8. | Air compressors |  |  |
| 9. | Welding, bar cutting and bending equipment |  |  |
| 10. | Floor polishing machines |  |  |
| 11. | Hoists with capacity |  |  |
| 12. | Any other relevant plant / machinery/ equipment |  |  |

Signature of the applicant with seal

## FORMAT 8

**(To be read with Item 1.17 / Section I)**

**Undertaking regarding declaration of debarment by public institution(s)**

(To be submitted by the tenderer on their letterhead)

**Name of Work:**  **Empanelment of contractors for** **the proposed Construction of Residential Flats for Officers at Sitapur Road, Lucknow**

1. I/We …………………………….. (Name of the bidder) declares 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 bid).

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

c) 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 any other country on or before award of work for the captioned work.

2. I/We ……………………………..(Name of the bidder) declare that I/we or our allied firm\* ………………………(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by ………………….……..(Name and address of public institution in India or any other country) and the same effective upto ………….(date). A copy of such letter is attached for your information and record.

(Signature of the applicant with seal)

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.

## FORMAT 9

**(To be read with Item 1.18 / Section I)**

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

To

The Regional Director

Estate Department

Reserve Bank of India

8-9Vipin Khand, Gomti Nagar,

Lucknow – 226010

**Name of Work**: **Empanelment of contractors for** **the proposed Construction of Residential Flats for Officers at Sitapur Road, Lucknow**

I / We ... ... ... ... ... ... ... ... ... ... ... ... ... .... (Name and address, including Country of location of bidder) have read and understood the contents of the 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 inance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with 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 sub- contract I/we (Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

4. l/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 of the applicant with seal

Date:

Place:

## FORMAT 10

**(To be read with Item 1.19 / Section I)**

**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, Estate Department, Lucknow acting through Shri Balu Kenchappa, Regional Director, Reserve Bank of India, Lucknow (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 contractors for inviting tender for the Construction of Residential Flats for Officers at Sitapur Road, Lucknow 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 exchange 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 pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

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 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

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

6.1.4 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.

6.1.5 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.

6.1.6 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.

6.1.7 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.

6.1.8 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.

6.1.9 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**

8.1 The PRINCIPAL has appointed Shri Divya Prakash Sinha, IPS (Retd.) (email id – dpsinha.ips@gmail.com) as the Independent monitor (hereinafter referred to as Monitor) for this Pact.

8.2 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.

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

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

8.5 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.

8.6 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/Subcontractor(s) with confidentiality.

8.7 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.

8.8 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., Lucknow, 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.

12.2 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.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINCIPAL APPLICANT

Name of the Officer Name of the Authorised Signatory

Designation Designation

Reserve Bank of India Name of the Applicant

Estate Department

Lucknow

Witness

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# CHECKLIST

**(To be read with item 1.7.2 / Section I)**

A. List of Documents duly signed and certified and to be submitted to the Reserve Bank of India on or before last date and time of submission:

|  |  |  |
| --- | --- | --- |
| Sl.No. | Description of Documents | Submitted  Yes / No |
| i | Form of tender |  |
| ii | Composition of the firm/organization: |  |
|  | (i)Format A (duly signed) |  |
|  | (ii) Copy of registration certificate. |  |
|  | (iii)Copy of the Articles of Association/ Power of Attorney/other relevant document |  |
|  | (iv)copy of Goods and Service Tax registration certificate |  |
|  | (v) Details of registration of labour along with EPF and ESI documents. |  |
| iii | Experience: |  |
|  | Proof of past experience of 7 years (Format 2) |  |
|  | Format 2A (works on hand) |  |
|  | List of eligible similar nature of works completed during the last Seven Years ending ……….. 2024 (work completed on or after …. 2017) in Format 3 |  |
|  | (i) Proof of eligible works (value wise – past 7 years)  (a) Works executed for Government / Public sector companies: Copies of detailed work order/s for eligible 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) |  |
|  | (b) Work executed for Private Companies: Copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) and Form 26AS for works executed for private companies. |  |
|  | (c)Client’s certificate in Form 3A in the letterhead of the client and should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. |  |
| iv | Annual Financial Turn Over: |  |
|  | Format 4 duly signed by the bidder and certified by Chartered Accountant |  |
|  | Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant |  |
| v | Solvency: |  |
|  | (a) Format 5 in the letterhead of the bidder’s bank |  |
|  | (b) Details of Tenderer’s bank in Format 5A |  |
| vi | Format 6 |  |
| vii | Format 6A |  |
| viii | Format 7 |  |
| ix | Format 8 |  |
| x | Format 9 |  |
| xi | Format 10 |  |
| xii | Details of proposed site office |  |
| xiii. | Certificate of Registration for GST. |  |
| xiv. | Any other document as specified in the NIT and tender. |  |

B. ORIGINAL Application duly signed in all pages and a COPY thereof

Signature of the applicant with seal

Date:

Place: