

Request for Proposal
For
Selection of Consultant for
Real Estate Advisory,
Project Management Consultancy and
Facility Management Services Advisory

17 / 11 / 2017

RESERVE BANK INFORMATION TECHNOLOGY PRIVATE
LIMITED (ReBIT)

NAVI MUMBAI - 400 703

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1. About ReBIT

Reserve Bank Information Technology Private Limited (ReBIT) has been set up by the Reserve Bank of India (RBI), to take care of the IT requirements, including the cyber security needs of the Reserve Bank and its regulated entities. ReBIT will act as a catalyst for innovation, big systems and new ideas apart from having the capability to guide the regulated entities in the IT areas of their operations as also for the RBI's IT related functions and initiatives. Given the need for inter-operability and cross-institutional cooperation, ReBIT will effectively participate in setting up of standards to strengthen Reserve Bank's role as regulator. ReBIT is a 100% wholly owned subsidiary of the RBI.

2. Disclaimer & Disclosures

ReBIT has prepared this document to give background information to the interested parties for participating in the RFP process for selecting the Consultant who will provide ReBIT with the required Real Estate Advisory, Project Management and Facility Management Services for ReBIT's new office space in Navi Mumbai. While ReBIT has taken due care in the preparation of this RFP document and believe it to be accurate, neither ReBIT 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 respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by ReBIT in submitting the bid. The information is provided on the basis that it is non-binding on ReBIT or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. ReBIT reserves the right to modify the requirements as well as add or delete, as the case may be to meet ReBIT requirements at any point of time. ReBIT reserves the right not to proceed with the RFP, to alter the time table 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 expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest. ReBIT reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. ReBIT does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever. ReBIT also has the right to re-issue the tender without the Bidders having the right to object to such reissue.

The proposal in response to RFP should be signed and submitted by a person duly authorized to bind the Bidder to the details submitted in the proposal. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the necessary documents and bind the bidding. All pages of the bid documents are to be signed by the authorized signatory. Clarification can be sought up to the date mentioned in the [Section-4](#) of this document.

This RFP is neither an offer from ReBIT nor does it constitute any binding obligation or commitment on ReBIT. This RFP is only a document that invites interested parties to, on a non-exclusive basis, express an interest, with no obligation, commitment or liability of any manner devolving on ReBIT, either on account of the issue of this RFP to the interested parties, or upon receipt of any response from the interested parties thereto, or any meetings or presentations made. All expenses incurred by the interested parties as a result of responding to, or further to this RFP, are to their account and ReBIT will not be liable in this respect whatsoever.

Please note that the information provided in the RFP is strictly confidential and by accepting this RFP, the interested parties undertake, not to, in any manner use any part or the whole of information, directly or indirectly learnt, for any other purpose, other than for conducting work for ReBIT.

3. RFP Requirements

ReBIT intends to acquire on Leave & License basis for a period of three to five years, an Office Premises for its operations in Navi Mumbai. This office is expected to house about 150-200 employees and we would like to appoint a reliable Consultant who would advise and help facilitate towards this endeavour.

ReBIT would like the Consultant to work on a plan keeping in mind the timeline of April 1, 2018 as the first day of business. The preferred location is broadly in Vashi, Navi Mumbai.

The prospective Bidder who satisfies the “Minimum Eligibility Criteria” as defined in the “[Minimum Eligibility Criteria](#)” section below is encouraged to respond to this RFP.

The prospective Bidder who satisfies the “Minimum Eligibility Criteria” and plan to respond to this RFP is required to submit the **bid earnest money** (refundable after signing of the contract and furnishing Performance Bank Guarantee (PBG) for successful bidders and after 30 days of finalizing the selection process for unqualified bidders) of **INR 50,000/- (Indian Rupees Fifty Thousand Only)** by way of Demand Draft (DD) along with the technical bid. The failure or omission to deposit or keep deposited the Earnest Money shall disqualify the Bidder. No interest shall be payable by ReBIT in respect of such deposited Earnest Money. The Earnest Money of an unsuccessful Bidder shall be refunded after the final decision on the Bids or on expiry of the validity period whichever is earlier on presenting receipt thereof. The Earnest Money Deposit (EMD) may be forfeited:

- If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract
- If he/she withdraws/revokes his/her offer or modifies/changes the same during the validity of the Bid
- In case of successful Bidder, if the Bidder fails to sign the contract within the specified date from the date of issuing the Letter of Acceptance

- Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, ReBIT at its discretion may cancel the contract awarded to the selected Bidder without giving any notice
- Where the Bidder being technically qualified, withdraws the bid before the entire commercial evaluation process has been completed.

The selected Bidder post the RFP process would support ReBIT with the scope as defined in the [“Scope of Work”](#) section below.

The selection process consists of the following three considerations:

1. Minimum Eligibility Criteria (Pre-Qualification)
2. Technical Bid Evaluation
3. Commercial Bid Evaluation (includes Techno-Commercial Ranking)

Minimum Eligibility Criteria

1. The Bidder must be an entity registered with the Registrar of Companies under Indian Company Act, 1956 and must provide the following details:
 - a. Registration number
 - b. VAT registration number, as applicable
 - c. GST registration number, as applicable
 - d. Audited financial statements of last three years
2. The Bidder should have a minimum working experience of at least 15 years in India
3. The Bidder should have a minimum working experience of at least 5 years in Mumbai/Navi Mumbai Areas and should have transacted at least 100,000 Sq.Ft. within Vashi, Navi Mumbai and vicinity over the last 5 years
4. Minimum of 5 years’ experience in legal and contracting related to bid process management of similar nature
5. Empanelment with government or public sector companies for related assignment(s) in any of the areas namely Real Estate Advisory, Project Management and/or Facility Management Services
6. The Bidder must have experience of transacting IT spaces for Financial Institutions
7. Annual Average Turn over from Real Estate work in last three financial years of INR 100 Crores & above
8. Minimum net worth of INR 50 Crores & above, as on 31st March 2017

9. The Bidder should not be currently blacklisted by any bank / institution in India or abroad
10. The Bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the requirements as per the Tender, it shall provide details of the action(s).

Note: The Bidder should submit relevant documentation supporting the above minimum eligibility qualification criteria. In case of non-compliance with any of the eligibility criteria mentioned above, the Bidder shall be liable to be disqualified without any notice and the bids of the Bidder may not be processed further. Any additional / irrelevant document enclosed with the bid, may lead to disqualification.

Scope of Work

The Bidder agrees to use its best efforts to assist ReBIT as a Consultant towards the aforementioned endeavour. The broad scope of work includes (but is not limited to) the following:

- I. **Advice, draft and help launch a RFP/Tender (hereby referred to as Tender #1) by ReBIT with suitable evaluation criteria towards identifying an appropriate bare shell/warm shell/semi-furnished/furnished premises (including business centres) from the interested property owners or landlords and facilitate relevant activities.**

Sample set of activities includes (but is not limited to) the following:

1. Create a Project Plan with related Schedule Baseline and Milestone Definition outlining deadlines, roles and responsibilities for the endeavour
2. Develop Strategy that will examine and develop ReBIT's requirements and objectives principally with respect to particulars like the Timing for occupancy, Technical considerations (HVAC, power, telecom, fire safety), Space (initial floor area, growth, ideal floor plate), Budget parameters, Location (transport for staff, access to RBI Offices, clients, vendors etc.), Operational considerations (working hours, security) etc. which will help fine tune the technical specifications of the Tender
3. Provide Market Research and Analysis related Advisory that will provide background information on Navi Mumbai and property market research tailored to ReBIT's requirements (maps, overall supply, rental trends, leasing practice, etc.) and also provide details of space availability and sufficient detail (technical, estimated achievable terms, handover condition, etc.) for ReBIT to evaluate alternatives (including business centre

as an option with relevant cost benefit analysis) before firming the technical specifications for the Tender # 1

4. Advise and assist to obtain relevant certifications from appropriate authorities to be eligible for certain classification/category of property and related cost and/or tax benefits (ex: Certificate from STPI for IT Company Status for related benefits etc.)
5. Prepare Tender (including technical and commercial bid section elaboration) and subsequent coordination for release of Tender #1 to the property owners or landlords including creating awareness in developer/property owner/landlord community about the tender before and after the tender release and conducting a Pre Bid Meeting to answer any queries relating to tender including invitation to the pre bid meeting to likely bidders
6. Advise and assist in Inspection of Alternative Buildings & Technical Evaluation that will include a) Inspection tour of alternative buildings with ReBIT b) Prepare Inspection Summary of all properties visited and c) Provide feedback and assist ReBIT in technical evaluation of the bids received to identify the premises that best fits ReBIT's requirements
7. Establish a positive & competitive negotiation environment, enabling a platform to conduct negotiation with the shortlisted/selected Bidder
8. Identify and proactively callout legal, commercial and technical risks along with their mitigation plan
9. Advise and assist in documentation and review related to Due Diligence including assistance in obtaining the required documents from the property owners/landlords
10. Capture the terms discussed between the property owners/landlords and ReBIT towards preparation of a draft Letter of Intent (LOI) for both the parties, with a format of LOI to be provided to ReBIT and would further assist in preparing the final LOI
11. Advise and assist in Agreement finalisation. The draft Agreements received from ReBIT and the Property owners, will need to be further verified by Consultant and points of disagreement, issues if any, would need to be highlighted and presented to both the parties. Consultant would need to provide assistance in resolving the issues
12. Advise and assist ReBIT in registration (including payment of stamp duty) along with a list of documents required for registration purpose.

- II. Advice, draft and help launch a Tender (hereby referred to as Tender #2) by ReBIT with suitable evaluation criteria for RBI empanelled vendors and/or other relevant contractors/vendors (as decided during the drafting of TENDER # 2 discussions) to obtain relevant designs and carry-out the required construction/fit-outs (as appropriate based on the selection from the earlier Tender # 1). It is also envisaged that the Consultant will also provide the required Project Management Consultancy Services including but not limited to Project Management, Design Review, Quality Control and Assurance Services and facilitate related activities.**

Sample set of activities include (but not limited to) the following:

1. Establish an outline brief for the project with ReBIT, taking into account building function, space requirements, building information, cost targets, time and quality targets, occupational requirements and commercial objectives for the identified premises (from Tender # 1)
2. Review the aforementioned brief and advise ReBIT with respect to construction/fit-out feasibility and procurement within budget and time parameters
3. Work with ReBIT and all relevant stakeholders to arrive at the best strategy to complete the project in terms of purchase procedures, extent of work, applicable agreements and building standards
4. Prepare a Project Schedule that co-ordinates and integrates the Project Management services, Designer/Architect/Engineering Consultants' services and ReBIT's responsibilities with the anticipated construction schedule after establishing the project parameters
5. Establish a Project Budget on the basis of adopted project strategy and taking into account work breakdown structure, available tax benefits to ReBIT. Additionally, will also need to define the project costs and identify relevant categories of costs, estimates, limits (as appropriate), and overall cost objectives of ReBIT
6. Provide a periodic project cost update to the ReBIT team post receipt of all project costs from designated sources and stakeholders
7. Administer and monitor the budget throughout the project. Provide ReBIT with information on the financial status of the project, actual cost against cost plan, cash flow analyses and forecasts, and impact of change orders. Forecast anticipated cost needed to complete the project
8. Prepare Tender (including technical and commercial bid section elaboration) and subsequent coordination for release of Tender #2 to the appropriate bidder community including creating awareness about the tender before and

after the tender release and conducting a Pre Bid Meeting to answer any queries relating to tender including invitation to the pre bid meeting to likely bidders

9. Ensure there are no areas of overlap in the work to be performed by various contractors/vendors, and recommend alternative to ReBIT whenever design details affect fit-out feasibility, cost or schedule especially regarding designs, drawings and specifications for the identified Premises
10. Ensure the tender documents shall be self-sufficient and comprehensive including drawings/specifications as relevant and also eliminate any discrepancy between the intent of specifications and corresponding items that may conflict in the Schedule of Quantities / Drawings / Specifications
11. Prepare parameters for Technical Evaluation including preliminary pre-qualification of bidders and also document the comparative analysis, detailed assessment of the bids, the profile of the bidders, their work in hand and client references as part of this process and present the comparison to ReBIT for their review and approval along with recommendation
12. Conduct technical evaluation of the bids received to identify the right partner for the various activities that best fits ReBIT's requirements and present the comparison to ReBIT for their review and approval along with recommendation
13. Establish a positive & competitive negotiation environment, enabling a platform to conduct negotiation with the shortlisted/selected Bidder. Manage the process of contract negotiations with the recommended Bidder to make sure that any outstanding issues and opportunities are incorporated into the subsequent design or construction or appropriate contract
14. Analyse the comparative documents (technical comparative prepared by the Designers/Architect/Engineering Consultants etc.) and provide final recommendations to ReBIT
15. Identify and proactively callout legal, commercial and technical risks along with their mitigation plan. Advise and assist in the Due Diligence of the selected contractors/vendor partner(s) including assistance in obtaining and verifying the required documents as per the industry standards and statutory guidelines
16. Capture the terms and conditions and other related items that are discussed between the selected contractors/vendor partner(s) and ReBIT towards preparation of the required documents and contracts, with related formats to be provided to ReBIT

17. Determine scopes for contracted elements, give advice on the detailed preparation of contractual terms, and assemble construction contracts or purchase orders. Maintain and control the documents on each construction and fit-out trade package as appropriate
18. Recommend to ReBIT on the most cost efficient and expeditious breakdown of purchase packages with respect to fit-out (as appropriate)
19. Identify opportunities where ReBIT could reduce cost by direct purchase of equipment etc. from the principal manufacturer/s, by way of global contracts or tax benefits provided by the Government
20. Create a communication strategy/plan and set up a communication protocol between the various vendors, contractors, designers, architects and ReBIT. Ensure that all information is received and disseminated to all stakeholders on a need-to-know basis. Issue agenda for all meetings and prepare / circulate minutes of all meetings. Chair all weekly meetings at site and/or ReBIT office and ensure attendance / compliance by all participants
21. Monitor design development to conform to established project goals and objectives. Review the information developed with respect to design criteria and the major components need to be evaluated based upon capital cost, operating cost, life expectancy and suitability to the project, including the available time frame. Objective of review and feedback is to arrive at a design that is aesthetic, cost effective, easy and fast to build, clean, maintainable and extremely durable
22. Provide recommendations to ReBIT regarding the division of work in the drawings, specifications and tenders to facilitate the tendering process, allowing for phased construction taking into consideration factors such as performance parameters for contractors/vendors, working capital plan and other site related provisions
23. Finalize the drawing schedule for release of duly coordinated 'Good for Construction' Drawings for the entire project with the Designers/Architects to suit the overall program. Thereafter conduct a review of all coordinated drawings received from the Designers/Architect as per the schedule and get the same modified after eliminating discrepancies (if any) between different utilities and structural/ building elements. The same will be done well in advance of the actual requirement of drawings at site continuously as the project proceeds so that work does not stop at any stage of execution in the absence of drawings. This stage shall continue till the Designer/Architects releases all the drawings as per the drawing schedule
24. Ensure that the Architect/Contractor/Vendor(s) obtains all requisite permits and approvals for pre-construction & pre-fit-out activities

25. Assist ReBIT representative and Architect/Engineering consultants in reviewing the requirements of Government agencies that have jurisdiction. Advise on the cost impact of these requirements and suggest possible alternatives
26. Update on a regular basis the Project Schedule for all project activities. Seek inputs from the consultants/contractors/vendors and update during the procurement and construction periods in accordance with each consultant/contractor/vendor's schedule
27. Manage the work of the general and trade contractors and suppliers in accordance with contractor's purchase agreements
28. Manage the interrelationship of contractors so that all work access and resource availability has been properly coordinated
29. Manage the construction process to ensure that the contractor delivers the contracted scope and quality of goods and services, within the required time and budgets. In addition it deals with quality control of materials and workmanship, the detailed approval process required for contractor submissions, testing and commissioning of the MEP (Mechanical, Electrical and Plumbing) components and change order control
30. Monitor and review contractors' material procurement schedule and submittal logs for completeness, accuracy and compliance
31. Obtain specifications and method statements for the critical activity/item to be executed by the consultants/contractors/vendors. Examine them along with the Technical Advisory Group (TAG) or Architect (if required) or appropriate authority and approve the items for execution. Thereafter establish, implement, and manage a quality management system in accordance with the specifications and the method statement
32. Manage the Quality Assurance and Quality Control (QA/QC) process for each trade/track to verify that the outside testing laboratories are being utilized properly and that the testing results being provided meet statutory requirements
33. Document the defects observed in the facility much before the completion of the work. These will need to be classified as per various levels of defects and their likely outcome on rectification. Coordinate the rectification works as required and monitor this through the completion and project close-out
34. Plan and manage the site logistics services provided by the general contractor including access, storage, movement of men, material and construction vehicles, site accommodation, welfare utilities, fire protection services,

- medical & first aid facilities, emergency routes, site security and EHS (Environment, Health and Safety) standards
35. Draw up a site logistics plan prior to start of construction at site in consultation with the Contractor and ReBIT. Through the main civil contractor, manage movement of men and material through a system of identity cards, movement register and strict control of the security
 36. Scrutinize and ensure site is adequately protected, well-lit and EHS and housekeeping standards maintained. Conduct regular fire and safety workshops for the vendors/contractors
 37. Create a standard manual of safety guidelines for ReBIT incorporating global best practices regarding safety and safe construction practices. Ensure implementation of contractual provisions regarding safe construction practices
 38. Review and monitor compliance of contractors methodology with all provisions of standard EHS guidelines as prescribed by the statutory bodies. Maintain log of any reported violation of safety norms and remedial measures taken thereof
 39. Establish procedures and manage the testing & commissioning of all MEP services. Coordinate the activities of ReBIT support services and equipment connections. Monitor commissioning and hand over of the project areas to the Facilities Management team as identified through Tender #3
 40. Provide the required structuring and supervision of the contractor-provided training programs and operations and maintenance manuals to ensure that ReBIT obtains all of the required documentation
 41. Assemble and collate all operating and maintenance manuals, drawings, instructions, and procedures provided by each trade contractors/vendors. Ensure that the same is checked and approved by the Architect/Engineering Consultants or suitable approval authority and submitted to Facilities Management team as identified through Tender #3
 42. Manage and coordinate the movement of people, equipment, contents and furnishings between or within physical facilities (current ReBIT office to the future office premise). Ensure every component of ReBIT relocation including procuring resources, managing preparatory activity and optimizing employee communication to attain site preparedness and a flawless move is enacted
 43. Solicit the vendors'/contractors' final invoices, check and certify them. Recommend the applicability of penalties to contractors for their work. These will thereafter, be submitted to ReBIT for final payment after retention of monies / guarantees as called for by the contract. Bank guarantees / retentions as payable at this stage will be released to the vendors/contractors.

III. Advice, draft and help launch a Tender (hereby referred to as Tender #3) by ReBIT with suitable evaluation criteria for Facility Management Services (FMS) and facilitate related activities for the Premises identified by Tender # 1 and constructed/furnished by Tender #2. It is also envisaged that the Consultant will also provide the required Quality Control and Assurance Services and facilitate related activities

Sample set of activities include (but not limited to) the following:

1. Project Plan with related Schedule Baseline and Milestone Definition outlining deadlines, roles and responsibilities for the endeavour
2. Prepare Tender (including technical and commercial bid section elaboration) and subsequent coordination for release of Tender #3 to the prospective bidders including creating awareness in respective community about the tender before and after the tender release and conducting a Pre Bid Meeting to answer any queries relating to tender including invitation to the pre bid meeting to likely bidders
3. Prepare Tender that includes scope on Administration Management, Security Management and other related aspects of FMS
 - a. Administration Management includes (but not limited to)
 - i. Front Office, Mail Room, Visitor, & Helpdesk Management
 - ii. Cafeteria Services and Pantry Management
 - iii. Vendor and Contract Management
 - iv. Procurement Management
 - v. Upkeep, Housekeeping / Soft Services
 - vi. Event Coordination and Management (if any)
 - vii. Parking Management
 - viii. General Office Repairs and Maintenance
 - ix. Office Need Supply Management (Stationary, Reprographic, Water etc.)
 - x. Petty Cash and Basic Office need Inventory Mgmt. (if any)
 - xi. MIS, Dashboard, Billing, Opex Payments, Review Mgmt.
 - xii. Waste and Scrap Management
 - xiii. Seat Capacity and Asset Management
 - xiv. Workplace Service Management
 - xv. Regulatory, Statutory and Legal Compliance Management & Audit related activities
 - xvi. On site Client Management
 - xvii. Managed Services (Scanning, Copying, Printing and Record Management etc.)
 - b. Security Management includes (but not limited to)
 - i. Operational Risk Management

- ii. Guarding Services
 - iii. Material Movement
 - iv. BCP Management
 - v. Building Management Services, Security Equipment Mgmt.
 - vi. E-Security, Physical Security and Investigation Services
4. Advise and assist in parameters for Technical Evaluation and also document the comparative analysis, detailed assessment of the bids, the profile of the bidders, their work in hand and client references as part of this process and present the comparison to ReBIT for their review and approval along with recommendation
 5. Provide feedback and assist ReBIT in technical evaluation of the bids received to identify the right partner for FMS that best fits ReBIT's requirements
 6. Establish a positive & competitive negotiation environment, enabling a platform to conduct negotiation with the shortlisted/selected Bidder
 7. Identify and proactively callout legal, commercial and technical risks along with their mitigation plan
 8. Advise and assist in the Due Diligence of the selected FMS vendor partner including assistance in obtaining and verifying the required documents as per the industry standards and statutory guidelines
 9. Capture the terms and conditions and other related items that are discussed between the selected FMS Vendor Partner and ReBIT towards preparation of the required LOI/Agreement and related contracts, with related formats to be provided to ReBIT
 10. Advise and assist ReBIT in its move to the new office premises by reviewing the plans and procedures submitted by the selected FMS Vendor Partner and call out any potential miss from the FMS Vendor Partner's specifications and work plan including Quality Control and Assurance activities.

4. RFP Details

RFP Timelines

The key timelines for this RFP are as below.

Milestone	Target End Date
<ul style="list-style-type: none"> • RFP release date 	<ul style="list-style-type: none"> • 17 Nov 2017 (Friday)

Milestone	Target End Date
<ul style="list-style-type: none"> Bidder submit RFP Questions to ReBIT (as needed) including Pre-Bid Meeting Registration/Participation Request 	<ul style="list-style-type: none"> 24 Nov 2017 (Friday) (before 4 PM IST)
<ul style="list-style-type: none"> Pre-Bid Meeting (including ReBIT Responses to RFP Questions) 	<ul style="list-style-type: none"> 27 Nov 2017 (Monday)
<ul style="list-style-type: none"> Bidder Proposal due to ReBIT 	<ul style="list-style-type: none"> 04 Dec 2017 (Monday) (before 4 PM IST)
<ul style="list-style-type: none"> Technical Bid Evaluation (including Bidder Presentations if required) 	<ul style="list-style-type: none"> 11 Dec 2017 (Monday)
<ul style="list-style-type: none"> Commercial Bid Evaluation (including Techno-Commercial Ranking) 	<ul style="list-style-type: none"> 13 Dec 2017 (Wednesday)
<ul style="list-style-type: none"> Award Contract 	<ul style="list-style-type: none"> 18 Dec 2017 (Monday)

Inquiries and Questions

Inquiries and questions regarding the proposal document, scope of services, response format/content or the terms and conditions shall be submitted via e-mail to procurement@rebit.org.in by the date and time as mentioned above. All responses from ReBIT to all inquiries shall be sent via email to all bidders who attend the pre-bid meeting.

Bidders need to register for the Pre-Bid meeting by emailing the aforementioned contact with “ReBIT Office Premises RFP – Pre-Bid Meeting Registration” in the subject line. Only one representative from each Bidder will be allowed to participate in the Pre-Bid meeting. The Pre-Bid meeting is an in-person meeting. There will be no video or audio conference bridge for it. All responses from ReBIT to all inquiries shall be sent via email no later than close of business, November 28, 2017.

Submission Response Format and Contents

The response to the RFP would need to be furnished in two parts namely 1) Technical Bid Response and 2) Commercial Bid Response.

The Technical Bid Response would need to cover the following details:

- Responses and submission of relevant proofs for all the ten *minimum eligibility criteria* as highlighted earlier (failure to furnish this information will result in the RFP response being summarily rejected)
- Company India Overview including Mumbai Capability Statistics

3. Relevant case studies from the recent past with at least three unique client references for such transactions (Please include at least one unique client reference from each of the following - Real Estate Advisory, Project Management Consultancy and FMS Advisory). Name, Designation, Organisation Details and contact information (phone numbers and email ids) are mandatory for client references
4. Relevant case studies from Government or PSU transactions (limit to a maximum of 13). Name, Designation, Organisation Details and contact information (phone numbers and email ids) are mandatory for client references
5. Proposed Team across the three areas in focus namely Real Estate Advisory, Project Management Consultancy and FMS Advisory for ReBIT with assigned roles and responsibilities. Include detailed CV with relevant certifications, licenses and relevant differentiators
6. Tentative Project Plan with high level milestones (Provide details assuming a start date of 18 Dec 2017). Include a Project Risk Register and list all possible Risks foreseen based on experiences from past transactions across all three phases with the corresponding mitigation strategies
7. Value Adds and/or Differentiators from your stable (Reusable templates, tools etc. that will be deployed during the engagement with ReBIT).

The Technical Bid Response envelope will also need to include the Demand Draft towards the Earnest Money Deposit.

The Commercial Bid Response would need to cover the following details:

1. Firm Fixed Price/Fee in INR (both figures and words) for Real Estate Advisory Services (inclusive of all taxes) for the defined scope in the RFP
2. Firm Fixed Price/Fee in INR (both figures and words) for Project Management Consultancy (inclusive of all taxes) for the defined scope in the RFP
3. Firm Fixed Price/Fee in INR (both figures and words) for Facility Management Services Advisory (inclusive of all taxes) for the defined scope in the RFP
4. Total Firm Fixed Price/Fee in INR (both figures and words) for the engagement comprising of all three services that are aforementioned (inclusive of all taxes) for the defined scope in the RFP
5. No brokerage or commission from landlords/property owners or any stakeholders would be encouraged and hence the same need to be factored in the bid. It is mandatory to mention the total and split of the various services cost as requested above.

The prices quoted by the Bidder shall be in Indian Rupees and no escalation in price is accepted within the period of 180 days from the date at which the successful Bidder is declared. Further, subsequent to the orders being placed/agreement executed, the successful Bidder shall pass on to ReBIT all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, GST etc.

Submission Instructions

Response needs to be submitted in a sealed envelope on or before the date and time mentioned in the above table. Submittals must also be received in the e-mail box listed below. Submittals sent to any other mailbox will NOT be forwarded or accepted.

1. **Technical bid**, must be submitted along with the EMD DD in a sealed envelope, on or before 04 December 2017 up to 4 PM IST, clearly marked as “**ReBIT Office Premises RFP – Technical Proposal and EMD**”, to *Chief Executive Officer, Reserve Bank Information Technology Pvt Ltd (ReBIT), 18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Center, Sector 30A, Vashi, Navi Mumbai – 400703.*
2. A soft copy of the Technical Bid must be emailed to procurement@rebit.org.in with “ReBIT Office Premises RFP – Technical Proposal” in the subject line, on or before 04 December 2017 up to 4 PM IST.
3. **Commercial bid**, must be submitted in a sealed envelope, on or before 04 December 2017 up to 4 PM IST, clearly marked as “**ReBIT Office Premises RFP – Commercial Proposal**”, to *Chief Executive Officer, Reserve Bank Information Technology Pvt Ltd (ReBIT), 18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Center, Sector 30A, Vashi, Navi Mumbai - 400703*

Sole responsibility rests with the Bidder to see that their RFP response is received on time. Any responses received after due date and time are liable to be rejected.

Submission Terms and Conditions

1. Bidders are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder’s risk.
2. Each Bidder shall furnish the information required in the RFP.
3. The Contract/Purchase Order will be awarded to that responsible Bidder whose submittal, conforming to the Request for Proposal, will be most advantageous to ReBIT, price and other factors considered.
4. ReBIT reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of ReBIT to do so.
5. A signed purchase order or contract furnished to the successful Bidder results in a binding contract without further action by either party.
6. Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in any other manner will not be binding, and Bidder shall not rely upon such interpretations, corrections and changes. ReBIT will not be responsible for oral clarification.
7. ReBIT may, in its absolute discretion, seek additional information or material from any of the bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder’s response.
8. Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
9. If ReBIT, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then ReBIT reserves the right to communicate such response to all bidders.

10. ReBIT may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.
11. ReBIT will notify all short-listed bidders in writing or by mail as soon as practicable about the outcome of their RFP. ReBIT is not obliged to provide any reasons for any such acceptance or rejection.
12. No payment of any kind will be provided to the Bidder, or parties they represent, for obtaining any of the information solicited. Procurement of all equipment and services will be in accordance with subsequent contractual action.
13. All quotes should be submitted initially on the most complete basis and with the most favourable financial terms available. The selected Bidder's proposal may, at ReBIT option, be made part of the final purchase contract and all representations in the Bidder's proposal may be considered commitments to provide the services as described.
14. ReBIT reserves the right to change the schedule or issue amendments to the RFP at any time. ReBIT also reserves the right to cancel or reissue the RFP at any time. Amendments or a notice of cancellation will be notified individually to each participating Bidder.

Submission Related Confidential / Proprietary Information

Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential / proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential / proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

General Submission Requirements

1. Contract / Agreement: Submit a copy of any contract / agreement you will require to be executed at time of award.
2. Non-disclosure Agreements: Submit a copy of any non-disclosure agreements you would require to be executed as part of the evaluation process.
3. Bidders are not permitted to submit more than one bid. The cost of bidding and submission of the bids is entirely the responsibility of the bidders, regardless of the conduct or outcome of the tendering process.
4. The bids not submitted in the prescribed format with EMD DD or incomplete or after due date in any sense are liable to be rejected. ReBIT reserves the right to accept or reject any bids without assigning any reason and ReBIT's decision in this regard will be treated as final.
5. Bids shall remain valid for a period of 180 days after the date of bid opening or as may be extended from time to time. ReBIT holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

6. The bid shall be in English Language.
7. All prices shall be expressed in Indian Rupees only.
8. Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.
9. Contacting ReBIT - From the time of bid opening to the time of Contract award, if any Bidder wishes to contact ReBIT for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact ReBIT with a view to canvas for a bid or put any pressure on any official of ReBIT may entail disqualification of the concerned Bidder or its bid.

Period of Validity of Bids / Responses

1. Prices and other terms offered by bidders must be firm for an acceptance period of 180 days from date of closure of this RFP
2. In exceptional circumstances ReBIT may solicit the bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing
3. ReBIT, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

Evaluation Process and Criteria

The objective of the evaluation process is to evaluate the bids received to select the best fit solution at a competitive price based on technical and commercial parameters. The evaluation will be undertaken by a Committee formed for the purpose by ReBIT. The decision of ReBIT regarding the evaluation and selection of the Bidder would be final.

For the purpose of the evaluation and selection of Bidder, a three-stage evaluation process will be followed. First of all, the Bidder has to comply with the “Minimum Eligibility Criteria” as detailed earlier in the RFP, to qualify and participate in the Technical Bid evaluation process. Those bidders who qualify the “Minimum Eligibility Criteria” will only be eligible to participate in the ‘the Technical Bid’ and ‘the Commercial Bid’ process.

The bidders have to submit ‘the Technical’ and ‘the Commercial’ Bid simultaneously in separate sealed covers. The Bidder has to submit ‘Technical Bid’ keeping in view the information / criteria mentioned in this document in a sealed envelope by the date and time stipulated as in this document.

Technical Bid’ will contain the exhaustive and comprehensive technical details. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.

The ‘Technical Bids’ will be opened on the date mentioned in this document. And subsequently evaluated on certain pre-determined criteria and a technical score would be arrived at. It is mandatory to score a minimum cut-off marks, which will be determined by the Committee. Bidders who do not achieve the cut-off on any of the

parameters as determined by Committee will be disqualified from the bidding process further. However, the Committee reserves the right to relax any of the parameters if the need arises.

Technical Bid Evaluation Criteria are as follows:

S #	Technical Bid Evaluation Criteria	Score	Remarks
1	Government/PSU Empanelment Experience	15	01-03 Assignments: Score 3 04-06 Assignments: Score 6 07-09 Assignments: Score 9 10-12 Assignments: Score 12 12+ Assignments: Score 15 The order of priority (in case of tie or ambiguity) will be as follows: Project Management Consultancy, Real Estate Advisory and FMS.
2	Solution Approach	20	Scoring based on detailed Project Plan and Risk Register including sound mitigation strategies.
3	Staff Experience	10	Scoring based on Experience in Years, Relevant Certifications, Licenses etc. This is considered only for the staff allocated to the ReBIT Project.
4	Client Feedback	15	Reference calls with Clients (Minimum one per focus area across the three comprising of Project Management Consultancy, Real Estate Advisory and FMS).
5	Value Adds/ Differentiators	10	Reusable Templates and Tools.

The Bidder scoring the highest technical score will be ranked as **T_{HIGH}**.

In the third stage of evaluation, the commercial bid submitted by the bidders who have qualified in the Technical evaluation process will be opened and thereafter, the Bidder with the lowest commercial bid will be ranked as **C_{LOW}**.

During the 'Techno-Commercial' evaluation, the 'Technical Bid' score carries a weight of 70 percent, the 'Commercial Bid' score carries a weight of 30 percent. The 'Techno-Commercial' scores (70:30) will be arrived at for each qualified Bidder. The technical-commercial score shall be calculated (with appropriate rounding off to a whole number in case of decimals) as follows:

$$\text{Total Score} = (T / T_{\text{HIGH}}) * 0.7 + (C_{\text{LOW}} / C) * 0.3$$

Here, T and C are the technical and commercial scores of the respective bidders.

The Bidder with the highest total score will be selected as the successful Bidder. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder. In case of non-acceptance of the offer, it will be given to next successful Bidder and so on.

Post selection of the Bidder, ReBIT shall return the Earnest Money Deposit (EMD) to the unsuccessful bidders within 30 days of formal declaration of results.

ReBIT may call for any clarifications / additional particulars required, if any, on the minimum eligibility criteria / technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within 2 working days. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- If there is a discrepancy between words and figures, the amount in words shall prevail,
- If there is discrepancy between unit price and total price, the unit price shall prevail,
- If there is a discrepancy in the total, the correct total shall be arrived at by ReBIT.

In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

ReBIT reserves the right to renegotiate any terms (Price / Technical) further with the successful Bidder.

Contract Award, Performance Bank Guarantee and Execution

1. ReBIT reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favourable terms the bidders can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to ReBIT
2. The general conditions and specifications of the RFP and the successful Bidder's response, as amended by agreement between ReBIT and the Bidder, will become part of the contract documents. Additionally, ReBIT will verify Bidder representations that appear in the proposal. Failure of the Bidder to

- meet the mandatory requirements or criteria may result in elimination of the Bidder from competition or in contract cancellation or termination
3. The successful Bidder shall at his own expense deposit with ReBIT within ten (10) working days of the date of notice of award of the contract, a **Performance Bank Guarantee from a scheduled commercial bank**, payable on demand in terms of [Annexure 1](#), for an amount equivalent to ten percent (10%) of the **total contract price (TCO)** for the due performance and fulfilment of the contract by the Bidder
 4. Without prejudice to the other rights of ReBIT under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to ReBIT as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. ReBIT shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default
 5. The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid for thirty (30) days after the end or completion of the contract
 6. Failure of the successful Bidder to comply with the above requirement, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the contract
 7. The Bidder selected as the apparently successful Bidder will be expected to enter into a contract with ReBIT. If the selected Bidder fails to sign and return the contract within ten (10) business days of delivery of the final contract, ReBIT may elect to cancel the award and award the contract to the next-highest-ranked Bidder
 8. No cost chargeable to the proposed contract may be incurred before the Bidder has received a fully executed contract
 9. ReBIT will not reimburse the Bidder for non-business hour work (weekends and evenings), travel, lodging, meals or other business costs. Bidder needs to ensure that these costs are included in their RFP response.

Terms of Payment

1. Selected Bidder would raise invoice as per the milestones defined below:
 - a. Completion of Real Estate Advisory Services (Agreement Registration) – 90 % of the TCO for the Real Estate Advisory Services
 - b. Completion of Project Management Consultancy(Ready for move-in) – 90 % of the TCO for the Project Management Consultancy
 - i. A maximum of three interim milestones, with each milestone not exceeding 30% of the TCO for the Project Management Consultancy can be mutually arrived at, with inputs from the Project Plan Baseline

- c. Completion of FMS Advisory – 90 % of the TCO for the FMS Advisory
 - d. One month post completion of the entire Project/Engagement – 10% of the Remaining Total Project Cost.
2. The Bidder recognizes that their Market Analysis and subsequent inputs to ReBIT during the Real Estate Advisory exercise to opt for a Business Centre setup might reduce scope or even may eliminate the subsequent phases related to Project Management Consultancy and/or FMS Advisory. Invoices will need to be tailored and raised as per the “executed” scope.
 3. The Bidder additionally recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful implementation and acceptance of all milestones/ deliverables/ activities set out in the Project Plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of payment.
 4. After ReBIT has received a valid invoice, ReBIT agrees to remit payment within thirty (30) days from the date the invoice was received unless valid reasons for withholding are in effect. Penalties if applicable will be adjusted accordingly during payments.

Taxes and Duties

Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, service taxes, GST etc. Octroi, if any, shall be reimbursed to supplier by ReBIT at actual on production of original receipt. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to ReBIT.

Subcontracting

The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of ReBIT.

Penalties and Liquidated Damages

The selected Bidder will need to meet the commitments and requirements as stated in the contract and RFP. Penalties will be levied in the following scenarios:

Schedule Deviation from the baselines Project Plan: A sum equivalent to 0.25% of the total contract value per calendar week of delay is levied as the penalty. ReBIT may reserve the right to terminate the contract with/ without any prior notice if there is a delay greater than 4 calendar weeks as per the schedule/ baselines Project Plan.

Incomplete Risk Register: For every unforeseen Risk/Surprise that is not captured/identified in the Risk Register by the selected Bidder, a sum equivalent to 0.25% of the total contract value is levied as the penalty. ReBIT may reserve the right

to terminate the contract with/ without any prior notice if there are greater than 32 unforeseen Risk/Surprise that is not captured/identified in the Risk Register by the selected Bidder.

Substitution of Project Team Members: During the Project, the substitution of key staff identified for the Project will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of ReBIT by providing other staff of same level of qualifications and expertise. If ReBIT is not satisfied with the substitution, ReBIT reserves the right to terminate the contract and recover payments made by ReBIT, if any to the Bidder during the course of this Project besides claiming an amount, equal to the contract value as liquidated damages. However, ReBIT reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by ReBIT) during the Project.

The liquidated damages is an estimate of the loss or damage that ReBIT may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the contract), of the solution by the Bidder and the Bidder shall be liable to pay ReBIT a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which will be specified in the contract. Without any prejudice to ReBIT's other rights under the law, ReBIT shall recover the liquidated damages, if any, accruing to ReBIT, as above, from any amount payable to the Bidder either as per the contract, executed between the parties or under any other agreement/ contract, ReBIT may have executed / shall be executing with the Bidder.

Liquidated Damages is not applicable for reasons attributable to ReBIT and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to ReBIT and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and ReBIT's official that the delay is attributed to ReBIT and Force Majeure along with the bills requesting payment.

Force Majeure

The Bidder or ReBIT shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

If a Force Majeure situation arises, the Bidder shall promptly notify ReBIT in writing of such conditions and any change thereof. Unless otherwise directed by ReBIT in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

Arbitration

- In the event of any dispute or differences between the parties relating to the “Contract or LOI (Letter of Invitation) whichever is issued later” the same shall be referred to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Mumbai, India.
- In the event of failure to resolve the differences through arbitration, either of the parties shall be free to undertake necessary further legal course with the Courts of Law in Mumbai who shall have jurisdiction for preventive, interlocutory and other incidental relief applied for by any party under or in relation to Agreement.

Limitation of Liability

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect. Special, punitive, exemplary, speculative or consequential damages, including, but not limited to any loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability, of selected Bidder (vendor) and purchaser (ReBIT) shall be, regardless of the form of claim, restricted to the total of bill of material received by vendor from ReBIT for the event that gave rise to such liability, as of the date such liability arose, during contract period.

Other Terms and Conditions

1. All the proposals / declarations / assertions made by Bidder should be on their letter head.
2. The successful Bidder will have to bear all the legal charges like cost of Stamp duty etc. at the time of signing Agreement(s) etc.
3. Bidder should be willing to accept payment through Electronic Payment System (RTGS or NEFT).
4. ReBIT reserves the right to accept or reject any bid or scrap the RFP/Tender without assigning any reason thereof and ReBIT’s decision in this regard will be treated as final.
5. Ownership of this RFP: The content of this RFP is a copyright material of ReBIT. No part or material of this RFP document should be published in paper or electronic media without prior written permission from ReBIT.
6. Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder without advance written consent of ReBIT and any such sale, lease, assignment or transfer otherwise made by the Bidder shall be void and of no effect.

Confidentiality

1. The Bidder shall treat all documents, information, data and communication of and with ReBIT as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, if applicable. The Bidder shall sign and execute this Non-Disclosure Agreement before the execution of this Contract
2. The Bidder shall not, without ReBIT's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or

information or data or drawings / designs furnished by or on behalf of ReBIT in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement (if applicable)

3. The Bidder shall not, without ReBIT's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract
4. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of ReBIT and shall be returned (in all copies) to ReBIT on completion of the Bidder's performance under and in accordance with the Contract, if so required by ReBIT.

Ownership of Documents and Data

1. ReBIT shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract
2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by ReBIT, the Bidder shall deliver to ReBIT all documents provided by or originating from ReBIT and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by ReBIT at no additional cost
3. The Bidder shall not, without the prior written consent of ReBIT, store, copy, distribute or retain any such documents.

Contact

Recipients are required to direct all communications related to this RFP, through the below nominated point of contact only:

Email: procurement@rebit.org.in

Annexure 1: Performance Bank Guarantee

Strictly Private and Confidential

Chief Executive Officer,
Reserve Bank Information Technology Pvt Ltd (ReBIT),
18th Floor, AWFIS, Cyber One, Opp. to CIDCO Exhibition Center,
Sector 30A, Vashi, Navi Mumbai - 400703

Dear Sir,

PERFORMANCE BANK GUARANTEE – Services for Real Estate Advisory, Project Management Consultancy and Facility Management Services Advisory for ReBIT

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated (Hereinafter, referred to as “the said Agreement”) with you (ReBIT) for Real Estate Advisory, Project Management Consultancy and Facility Management Services as detailed in the scope given in the RFP document, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), being 10% of the Contract Price (TCO) of Rs. ... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

- 1 In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.

- 2 Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
- 3 This Performance Bank Guarantee shall continue and hold good for thirty (30) days after the completion of the contract period i.e. (date), subject to the terms and conditions in the said Agreement.
- 4 We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until thirty (30) days after the completion of the contract period for the Total Solution as per said Agreement.
- 5 We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honor the same without demur.
- 6 In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- 7 We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.
- 8 Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

9 If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (ReBIT).

10 This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

11 Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.

12 We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

- Our liability under this Performance Bank Guarantee shall not exceed Rs. (in words and figure) ;
- This Performance Bank Guarantee shall be valid only up to (date, i.e., thirty (30) days after completion of the contract period) ; and
- We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (date i.e. thirty (30) days after completion of the contract period).

- This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated this day 2017.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.