



The Reserve Bank of India proposes to call physical tenders for Appointment of structural consultant for design check, proof checking/peer review from reputed institutions, seismic analysis and repair, rehabilitation & retrofitting works of Bank's Main Office Building and its Annexe building, Ahmedabad and issuing certificate of structural safety and soundness of the buildings. Interested/desirous consultants, **who strictly meet the pre-qualification criteria may respond**. Schedule of tender is follows:

### SCHEDULE OF TENDER (SOT)

Tender	Physical Mode (Offline) Part I - Techno-Commercial Bid Part II - Price Bid 3rd cover containing EMD 4 <sup>th</sup> cover containing Pre-qualification documents as mentioned in tender document (PQ)
Tender document available for Downloading from Bank's Website	January 31, 2025 from 11.30 AM onwards
Date of Pre-bid Meeting	Offline 11.30 AM on February 27, 2025 at Estate department, MOB, RBI Ahmedabad
Date from which bidding starts	February 27, 2025, 12.30 PM onwards
Last date for submission of Bids (Part-I, Part-II and Pre-qualification documents) together with Earnest Money Deposit (EMD) @ 2% of the Bid Amount <sup>#</sup> in form of Demand Draft or in the form of irrevocable Bank Guarantee issued by any scheduled Bank drawn in favour of Reserve Bank of India, Ahmedabad.	March 10, 2025 upto 03:00 PM
Date and time of opening Part-I & PQ (Techno-commercial Bids) <sup>#</sup>	March 10, 2025 at 4.00 PM
Address for submission of Bids	Estate Department, 4th floor, Main Office Building, Reserve Bank of India, Near Gandhi Bridge, Ashram Road, Ahmedabad-380014.
Contact for communication	1. Shri Lavkesh Meena, Manager Tech-civil, Mob-7053756073

	2. Shri Balram Panchal, Assistant Manager Tech-civil, Mob-7020369948
Date and time of opening of Part-II (Price Bids) of tender#	Will be intimated to the Eligible bidders
Validity period of the bid	90 days, From the date of opening of Price Bid.

\* If any of the above dates is declared as a holiday for Reserve Bank of India, the next working date will be considered. Reserve Bank of India reserves the right to change the dates mentioned in this document.

#The consultant should submit three separate envelopes duly sealed with clearly super scribing content of envelope, name of work and name of participant as mentioned below:

1. Part – I (Techno Commercial Bid)
2. Part - II (Price Bid)
3. EMD
4. Pre-qualification documents as mentioned in tender document.

It is also advised to not to mention tendered amount/quoted amount and EMD amount in Part-I of the Tender Document or on any envelope.



## निविदा आमंत्रण सूचना

**बैंक के मुख्य कार्यालय भवन और इसके एनेक्सी भवन, अहमदाबाद के डिजाइन जांच, प्रूफ चेकिंग/प्रतिष्ठित संस्थानों से समकक्ष विशेषज्ञ समीक्षा, भूकंपीय विश्लेषण और मरम्मत, पुनर्वास और रेट्रोफिटिंग कार्यों के पर्यवेक्षण के लिए संरचनात्मक परामर्शदाता की नियुक्ति।**

भारतीय रिज़र्व बैंक ने डिजाइन जांच, प्रतिष्ठित संस्थानों से प्रूफ जांच/समकक्ष विशेषज्ञ समीक्षा, भूकंपीय विश्लेषण और मरम्मत, बैंक के मुख्य कार्यालय भवन और उसके एनेक्सी भवन, अहमदाबाद के पुनर्वास और रेट्रोफिटिंग कार्यों के लिए संरचनात्मक परामर्शदाता की नियुक्ति और इमारतों की संरचनात्मक सुरक्षा और सुदृढ़ता प्रमाण पत्र जारी करने के लिए निविदाएं आमंत्रित करने के प्रस्ताव करता है। इच्छुक परामर्शदाता, जो पूर्व-योग्यता मानदंडों को पूरी तरह से पूरा करते हैं, निविदा प्रस्तुत कर सकते हैं।

2. पूर्व योग्यता मानदंड और अन्य विवरण के साथ-साथ बुनियादी जानकारी जमा करने का प्रारूप आरबीआई की वेबसाइट ([www.rbi.org.in](http://www.rbi.org.in)) से 'निविदाएं' खंड से डाउनलोड किया जा सकता है।

3. निविदाएं प्रस्तुत करने की अंतिम तिथि: 10 मार्च 2025 के दोपहर 03 बजे तक

4. आरबीआई के पास बिना कोई कारण बताए किसी भी आवेदन को स्वीकार करने या किसी आवेदन को अस्वीकार करने का अधिकार सुरक्षित है और इस संबंध में किसी भी पत्राचार पर विचार नहीं किया जाएगा।

पता

क्षेत्रीय निदेशक

भारतीय रिज़र्व बैंक

गांधी ब्रिज के पास, आश्रम रोड,

अहमदाबाद-380014.



## Notice Inviting Tender

### Appointment of Structural Consultant For Design Check, Proof Checking/Peer review from Reputed Institutions, Seismic Analysis And Supervising Repair, Rehabilitation & Retrofitting Works of Bank's Main Office Building and its Annexe building, Ahmedabad.

The Reserve Bank of India proposes to call tenders for Appointment of structural consultant for design check, proof checking/peer review from reputed institutions, seismic analysis and repair, rehabilitation & retrofitting works of Bank's Main Office Building and its Annexe building, Ahmedabad and issuing certificate of structural safety and soundness of the buildings. Interested/desirous consultants, **who strictly meet the pre-qualification criteria may respond.**

2. The prequalification criteria and other details as well as format for submission of basic information can be downloaded from the RBI's website ([www.rbi.org.in](http://www.rbi.org.in)) under the section 'Tenders'.
3. Last date for Submission of Tenders: Up to 03:00 PM of March 10, 2025
4. RBI reserves the right to accept any or reject all the applications without assigning any reasons and no correspondence will be entertained in this regard.

Address

The Regional Director

Reserve Bank of India

Near Gandhi Bridge, Ashram Road,

Ahmedabad-380014.



**Part-I**

भारतीय रिज़र्व बैंक **RESERVE BANK OF INDIA**

संपदा विभाग **ESTATE DEPARTMENT**

के लिए निविदा **Tender For`**

बैंक के मुख्य कार्यालय भवन और इसके एनेक्सी भवन, अहमदाबाद की डिज़ाइन जांच, प्रतिष्ठित संस्थानों प्रूफ जांच / समकक्ष विशेषज्ञ समीक्षा, भूकंपीय विश्लेषण और भवन की मरम्मत, पुनर्वास और रेट्रोफिटिंग कार्यों का पर्यवेक्षण करने के लिए संरचनात्मक परामर्शदाता की नियुक्ति।

Appointment of structural consultant for design check, Proof Checking/Peer review from Reputed Institutions, seismic analysis and supervising repair, rehabilitation & retrofitting works of Bank's Main Office Building and its Annexe building, Ahmedabad.

भाग I (तकनीकी-वाणिज्यिक बोली)

**Part I (Techno-Commercial Bid)**

(Containing Section I to Section v)

परामर्शदाता का नाम **Name of Consultant:** \_\_\_\_\_

पता **Address:**

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

निविदा प्रस्तुत करने अंतिम तारीख <b>Last Date of Submission of Tender</b>	10 मार्च 2025 को अपराह्न <b>3</b> बजे तक March 10, 2025 <b>up to 3.00 P.M.</b>
भाग- I खोलने की तारीख <b>Date of opening of Part – I</b>	10 मार्च 2025 अपराह्न <b>4</b> बजे March 10, 2025 <b>At 4.00 P. M.</b>

## बोली की अनुसूची

कार्य	भौतिक मोड (ऑफ़लाइन) निविदा भाग I - तकनीकी-वाणिज्यिक बोली भाग II - मूल्य बोली तीसरा कवर जिसमें ईएमडी है चौथा कवर जिसमें निविदा दस्तावेज़ (पीक्यू) में उल्लिखित पूर्व-योग्यता दस्तावेज़ शामिल हैं
निविदा दस्तावेज़ जारी करना	31 जनवरी 2025 प्रातः 11.30 बजे से
प्री-बिड मीटिंग की तारीख	संपदा विभाग, एमओबी, आरबीआई अहमदाबाद में ऑफ़लाइन प्रक्रिया के तहत 27 फरवरी, 2025 को पूर्वाह्न 11.30 बजे
बोली शुरू होने की तारीख	27 फरवरी 2025, दोपहर 12.30 बजे से
बोली राशि के 2% पर बयाना राशि जमा (ईएमडी) के साथ बोलियां जमा करने की अंतिम तिथि	10 मार्च 2025 अपराह्न 03:00 बजे तक  (डिमांड ड्राफ्ट के रूप में या भारतीय रिज़र्व बैंक, अहमदाबाद के पक्ष में किसी भी अनुसूचित बैंक द्वारा जारी अपरिवर्तनीय बैंक गारंटी के रूप में।)
भाग- I (तकनीकी-वाणिज्यिक बोलियाँ) खोलने की तिथि और समय	10 मार्च 2025, शाम 4.00 बजे
बोली जमा करने का पता	संपदा विभाग, चौथी मंजिल, मुख्य कार्यालय भवन और इसका एनेक्सी भवन, अहमदाबाद, भारतीय रिज़र्व बैंक, अहमदाबाद।
संचार के लिए संपर्क करें	1. श्री लवकेश मीना, मैनेजर टेक-सिविल, मोबा- 7053756073  2. श्री बलराम पांचाल, सहायक प्रबंधक टेक-सिविल, मोब- 7020369948
मूल्य बोलियाँ खोलने के लिए चयनित-सूचीबद्ध बोलीदाताओं की घोषणा	योग्य बोलीदाताओं को सूचित किया जाएगा
निविदा के भाग-II (मूल्य बोली) खोलने की तिथि और समय	योग्य बोलीदाताओं को सूचित किया जाएगा
बोली की वैधता अवधि	मूल्य बोली खुलने की तारीख से 90 दिन।

\* यदि उपरोक्त में से किसी भी तारीख को भारतीय रिज़र्व बैंक द्वारा अवकाश घोषित किया जाता है, तो अगली कार्य तिथि पर विचार किया जाएगा। भारतीय रिज़र्व बैंक को इस दस्तावेज़ में उल्लिखित तारीखें बदलने का अधिकार सुरक्षित है।

### Schedule of Bid

Event	Physical Mode (Offline) tender Part I - Techno-Commercial Bid Part II - Price Bid 3rd cover containing EMD 4th cover containing Pre-qualification documents as mentioned in tender document (PQ)
<b>Issue</b> of tender document	January 31, 2025 from 11.30 AM onwards
Date of Pre-bid Meeting	Offline 11.30 AM on February 27, 2025 at Estate department, MOB, RBI Ahmedabad
Date from which bidding starts	February 27, 2025, 12.30 PM onwards
Last date for submission of Bids together with Earnest Money Deposit (EMD) @ 2% of the Bid Amount	March 10, 2025 upto 03:00 PM  (In the form of Demand Draft or in the form of irrevocable Bank Guarantee issued by any scheduled Bank drawn in favour of Reserve Bank of India, Ahmedabad.)
Date and time of opening Part-I (Techno-commercial Bids)	March 10, 2025 at 4.00 PM
Address for submission of Bids	Estate Department, 4th floor, Main Office Building and its Annexe building, Ahmedabad, reserve Bank of India, Ahmedabad.
Contact for communication	3. Shri Lavkesh Meena, Manager Tech-civil, Mob-7053756073 4. Shri Balram Panchal, Assistant Manager Tech-civil, Mob-7020369948
Declaration of short-listed bidders for opening of Price Bids	Will be intimated to the Eligible bidders
Date and time of opening of Part-II (Price Bids) of tender	Will be intimated to the Eligible bidders
Validity period of the bid	90 days, From the date of opening of Price Bid.

\* If any of the above dates is declared as a holiday for Reserve Bank of India, the next working date will be considered. Reserve Bank of India reserves the right to change the dates mentioned in this document

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## खंड I

### संरचनात्मक परामर्शदाता की नियुक्ति के लिए आवेदन पत्र

स्थान:

तारीख:

श्री. राजेश कुमार  
क्षेत्रीय निदेशक,  
संपदा विभाग,  
भारतीय रिजर्व बैंक,  
अहमदाबाद

प्रिय महोदय,

निविदा आमंत्रण सूचना, कार्य का दायरा, बोलीदाताओं को निर्देश और ज्ञापन में निर्दिष्ट नियम और शर्तों को पढ़ने और जांचने के बाद, उक्त ज्ञापन में निर्दिष्ट कार्यों की साइट का दौरा और जांच करने और अपेक्षित जानकारी प्राप्त करने जो निविदा दस्तावेज में मरम्मत और रेट्रोफिटिंग के लिए स्ट्रक्चरल कंसल्टेंट के लिए कोटेशन और अन्य सभी प्रकार की विषयवस्तु सहित आवेदन को प्रभावित कर सकता है, मैं/हम इसके द्वारा उक्त ज्ञापन में निर्दिष्ट कार्यों को निर्दिष्ट समय के भीतर और संलग्न 'दरों की अनुसूची' में उल्लिखित दरों पर और सभी मामलों में सामान्य नियम और शर्तों, संदर्भ की शर्तों और करार में लिखित अनुदेशों के अनुसार निष्पादित करने की पेशकश करते हैं।

### ज्ञापन

(a)	कार्य का नाम	बैंक के मुख्य कार्यालय भवन और इसके एनेक्सी भवन, अहमदाबाद की डिजाइन जांच, प्रतिष्ठित संस्थानों से प्रूफ जांच / समकक्ष विशेषज्ञ समीक्षा, भूकंपीय विश्लेषण और भवन की मरम्मत, पुनर्वास और रेट्रोफिटिंग कार्यों के पर्यवेक्षण के लिए संरचनात्मक परामर्शदाता की नियुक्ति।
(b)	कार्य शुरू करने की तारीख	सेवाएं शुरू करने के लिखित आदेश की 14वीं तारीख।
(c)	काम पूरा होने का समय	i) भाग-II के खंड ए के तहत कार्य के लिए: - कार्य के दायरों में क्र.सं. II-6 में उल्लिखित समय सीमा के अनुसार ii) भाग-II के खंड बी के तहत काम के लिए: परामर्शदाता, समकक्ष विशेषज्ञ समीक्षा एजेंसी और बैंक के बीच चर्चा के बाद पारस्परिक रूप से तय की गई समयसीमा (मरम्मत/रेट्रोफिटिंग आदि कार्यों की मात्रा के आधार पर)।

(d)	सेवाएँ प्रदान करने में देरी के लिए परिसमापन हर्जाना	'अनुबंध राशि' के 10% की सीमा तक काम पूरा होने के अधीन प्रति सप्ताह 'अनुबंध राशि' का 0.25% ।
(e)	ईएमडी	उद्धृत राशि का 2% जो डिमांड ड्राफ्ट के रूप में या भारतीय रिज़र्व बैंक, अहमदाबाद के पक्ष में किसी भी अनुसूचित बैंक द्वारा जारी अपरिवर्तनीय बैंक गारंटी के रूप में जमा किया जाना चाहिए।
(f)	प्रतिधारण धन	अनुबंध राशि का 5%
(g)	निष्पादन बैंक गारंटी	अनुबंध राशि के 5% के बराबर राशि के लिए किसी भी अनुसूचित बैंक से बैंक गारंटी

मैं/हम सहमत हैं कि

1. यदि कोटेशन स्वीकार किया जाता है तो, मैं/हम यहां संलग्न अनुबंध की यथालागू उक्त शर्तों के नियमों और प्रावधानों का पालन करने और उन्हें पूरा करने के लिए सहमत हैं।

2. हमारे बैंकर हैं: (पूरा पता)

(i)	
(ii)	

3. हमारी फर्म के भागीदारों के नाम हैं:

(i)	
(ii)	

हस्ताक्षर करने के लिए अधिकृत फर्म के भागीदार का नाम	
अथवा	
अनुबंध पर हस्ताक्षर करने के लिए पावर ऑफ अटॉर्नी रखने वाले व्यक्ति का नाम (पावर ऑफ अटॉर्नी की प्रमाणित प्रति संलग्न की जानी चाहिए)।	

भवदीय,

परामर्शदाता के हस्ताक्षर:

गवाहों के हस्ताक्षर, नाम और पता:

01. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

02. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Section I

### Form of application for Appointment of Structural Consultant

Place:

Date:

Shri. Rajesh Kumar  
Regional Director,  
Estate Department,  
Reserve Bank of India,  
Ahmedabad

Dear Sir,

Having read and examined the Notice Inviting tender, scope of work, instructions to bidders and the terms and conditions, specified in memorandum, hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the application including quotation for Structural Consultant towards repairs and retrofitting and all other contents in the tender document. I / We hereby offer to execute the works specified in the said memorandum within the time specified and at the rates mentioned in the attached 'Schedule of Rates' and in accordance in all respects with the General Terms and Conditions, Terms of Reference and instructions in writing referred to in Articles of Agreement.

#### MEMORANDUM

(a)	Name of the work	Appointment of structural consultant for design check, Proof checking/peer review from reputed institutions, seismic analysis and supervising repair, rehabilitation & retrofitting works of Bank's Main Office Building and its Annexe building, Ahmedabad.
(b)	Date of Commencement	14 <sup>th</sup> date of written order to commence the services.
(c)	Time for completion of the work	<p>iii) For work under section A of part-II : - As per time frame mentioned vide Sr. No.II-6) in Scope of work</p> <p>iv) For work under section B of Part-II :- Mutually decided timeline ( based on quantum of repairs/retrofitting etc. works ) after discussion</p>

		between consultant, Peer review agency and the Bank.
(d)	Liquidated Damages for delay in providing the services	0.25 % of the 'Contract Amount' per week subject completion of the work to a ceiling of 10% of the 'Contract Amount'.
(e)	EMD	2% of the quoted amount submitted as Demand Draft or In the form of irrevocable Bank Guarantee issued by any scheduled Bank drawn in favour of Reserve Bank of India, Ahmedabad.
(f)	Retention Money	5% of contract amount
(g)	Performance Bank Guarantee	Bank Guarantee from any Scheduled Bank for an amount equal to 5% of the contract amount from successful bidder.

I / We agree to

1. Should the quotation be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here so far as they may be applicable.
2. Our Bankers are: (Full Address)

(i)	
(ii)	

3. Names of Partners of our firm are:

(i)	
(ii)	

Name of the Partner of the firm Authorized to sign	
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Or	
Name of person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).	

Yours faithfully,

Signature of Consultant:

Signature, Name and Addresses of Witnesses:

03. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

04. \_\_\_\_\_  
 \_\_\_\_\_  
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## Section II

### **I. General Information: Property details**

#### **Main Office Building and its Annexe Building:**

Name and address of the Property:	Main Office Building, Reserve Bank of India, Near Gandhi Bridge, Ahmedabad-380014.
Nature of structure:	Framed RCC
Year of construction:	February, 1982
Age in years:	42 Years
No. of buildings in the campus:	Two (2 nos.) Buildings, Main Building & Annexe Building connected with Bridge
No. of storeys in each building:	<u>MOB:</u> Basement + Ground floor + Mezzanine floor +Skip floor + 5 floors <u>Annexe Building:</u> Ground (part stilt) + 3 floors
Built-up area	10770 m <sup>2</sup>
Building plinth area	3012 m <sup>2</sup>
Occupancy status	The buildings are occupied.

**II. Scope of work and Services to be rendered by Structural Consultant for Bank's Main Office Building with its Annexe Building are mentioned hereunder in detail**

1. Structural Consultant should visit the site and carry out a visual inspection of the structure. Previous NDT reports and original design/construction drawings (if available or to the extent available) and occupancy pattern – original and revised, Visual inspection and Maintenance report, etc. will be made available by the bank for his reference. He may review the available data, drawings, etc. to analyze whether any major change in type of occupancy and/or loading has taken place / is expected to take place. He should study previous NDT reports for its sufficiency and suggest additional tests if required. Inspection of the site before submission of offer and inclusion of any other point which may be considered relevant is allowed. On basis of above, inferences from tests carried out, evaluation of strength of materials as per NDT report, Consultant should carry out a Design Verification check and Seismic Analysis as encapsulated below under Sr. No. 2 a) and 2 b).

**2a) Design verification of Main Office Building with its Annexe Building**

Structural Consultant should carry out a theoretical design check to verify member adequacy considering the existing level of loading from wherever a major change in occupancy is observed such as where records are stored, safety vaults or heavy equipment is/are located, intermediate partition walls are added, all as a departure from the original planning. In this regard, Consultant while carrying out design check of buildings should note following points:

- i. Codes to be referred for evaluation should be the latest authorized issues.
- ii. Responsibility of providing all original design/construction drawings (if available or to the extent available) and occupancy pattern – original and revised; rests with the Bank.
- iii. The Consultant should conduct core test from reputed centrally funded institutes wherever necessary.
- iv. Consultant should conduct Half Cell Potential (HPC) test as per IS 516 (part 5/ Section 2) :2021 and relevant ASTM standard wherever necessary



- v. The Consultant should take cognizance of the provisions of IS 15988 (latest revision) for evaluation of residential buildings and Annex buildings of Offices (Category 1). For Office buildings the Consultant should take cognizance of provisions of IS 15988 (latest revision) and IS 1893 (latest revision).
- vi. Any deficiency in beam-column joint quality and detailing as well as foundation system (including piles) need elaborate treatment and the Consultant should address these in his design checks and remedial measures.
- vii. Preferably standard structural analysis software's such as STAAD, STRAP, SAP, ETABS etc. should be used to analyze and check adequacy of existing members' sizes and reinforcement detailing. This should be done for all possible load conditions including earthquake load.
- viii. While undertaking such an analysis, special attention should be given to ascertain effect of localized heavy loading from equipment and other static loads being present only in a few bays. The results of such an analysis could indicate deficiencies in reinforcement detailing.
- ix. If damping pads are not provided under vibratory equipment then a dynamic analysis should be undertaken.
- x. Results of analysis to be presented in tabular form showing design forces and moments for all slabs, beams and columns of the building where there is an increase in the design forces and moments by more than 10% compared to the forces and moments that would prevail if there were no change in usage pattern.

#### **2 b) Seismic Analysis of Annexe Building of Main Office Building**

Development of analytical/numerical model for the seismic analysis of Annexe Building based on the visual observation and drawings (if available or to the extent available), taking cognizance of the provisions of various relevant IS codes (latest revision) i.e. IS 1893, IS 456, IS 875, etc. as applicable and applying Dead Loads, Live Loads and

Imposed Loads, Wind or Earthquake load with various load combinations, for the detailed seismic assessment of various structural elements of the building. Annex Building consists of part Stilt and upper 3 floors. Stilt floor building/ soft storey building are more vulnerable to earthquake due to stiffness discontinuity in the building where one storey is more flexible than the adjacent storeys. According to IS1893:2002, a soft storey has lateral stiffness less than 70% of that of the storey immediately above, or less than 80% of average stiffness of the three storeys above. Such building behaves like an inverted pendulum in earthquake excitation and moves single degree freedom system. Hence, due consideration must be taken in seismic analysis and suitable measures may be suggested to increase both stiffness and strength. Further, detailed results of the seismic analysis before and after introducing any proposed seismic retrofitting scheme at global and local level along with justification for adopting the seismic retrofitting scheme should be duly incorporated.

**3 a)** Based on, visual observations by Consultant on his own, report of visual and maintenance inspection prepared by the bank, inferences from the NDT tests carried out, Design Verification carried out and Seismic Analysis, the Consultant should enlist the elements needing repairs, rehabilitation, retrofitting and suggest best possible scheme and furnish the bank with Measurement sheets for the work required to be carried out and Bill of Quantities ( BOQ) with workable market rates and specifications with sketches, drawings etc.

**3 b)** The defects observed should be classified as per CPWD handbook (Tables 3.2 and 3.3) on Repair and Rehabilitation of RCC buildings published by Director General (Works) CPWD.

**3 c)** Consultant should undertake a techno-economic study before arriving at a suitable retrofitting measure. For major repair/restoration work the Consultant needs to justify the costs of retrofitting/ restoration measures proposed duly considering the expected life after repairs and the cost of a new building.

**3 d)** preparing repair, rehabilitation and retrofitting scheme (including seismic retrofitting, if required) with cost estimate/BOQ and visual observation report and to be submitted to Peer Review Agency. Finalize the repair, rehabilitation and retrofitting scheme (including seismic retrofitting scheme, if required) incorporating the comments from Peer Review Consultant (to the extent mutually acceptable).

**3 e)** Please note:

- i. Measures required based on the condition assessment report and with respect to design check requirements have to be implemented.
- ii. Measures required for seismic retrofitting of the structures shall be given separately to facilitate the Bank with an option to carry out such works based on its feasibility.
- iii. Reasonableness aspects may be considered while quoting your rates.
- iv. Final report should contain, among other things
  - a) Detailed Visual observation report
  - b) Non-Destructive Testing Report, conducted if any.
  - c) Inferences from tests carried out
  - d) Evaluation of strength of materials in-situ.
  - e) Design checks and related calculations with summary
  - f) List of elements needing repairs, rehabilitation, retrofitting with categorization as mentioned above.
  - g) Seismic retrofitting scheme if necessary,
  - h) Repair, rehabilitation and retrofitting scheme for the entire list of structures in scope.
  - i) Measurement sheets for the required work of repairs/retrofitting, seismic retrofitting to be carried out, Bill of quantities with workable market rates, CPWD rate analysis and specifications with sketches, drawings , timeline for work execution etc.
  - j) Issue of Structural Stability Certificate (Section 12 Annex IV)
  - k) Proforma B on the Structural Audit as per the tests conducted.

**4. The design consultant submit the proof checking/ peer review report from reputed institutions like IIT Gandhinagar/IIT Bombay/NIT Surat or any equivalent institution of national repute for Bank's Main Office Building with its Annexe Building the scope of work is mentioned hereunder in detail**

- i. The Peer Review consultant shall study design verification, seismic analysis and repair rehabilitation scheme with cost estimate/BOQ submitted by the consultant according to their scope as mentioned vide Annexure "A". And they shall communicate to design consultant about their requirement of further data regarding analysis and retrofitting scheme .
- ii. Once, required additional data submitted by Design consultant, Peer Review Agency shall communicate their observations, comments, proposed modifications to the

Design consultant.

- iii. Peer Review Agency shall have final discussion with Design consultant and Bank's Officials and subsequently incorporate mutually acceptable changes and submission of final report.
- iv. Design Consultant submits their final report after considering observation of proof checking/peer review.

**5. a) Consultant shall note that Bank reserves the right to Peer Review the proposals/observations/recommendations made by the consultants through any competent agency for which documents shall be submitted by consultant to the agency undertaking peer review for Bank's Main Office building and its Annexe Building at Ahmedabad.**

Keeping in view of the above, the consultant will submit following documents to the Peer review Agency:

- i. Assumptions made such as grade of concrete, grade of steel, percentage (%) reinforcement in members where design drawings are not available or in cases where there is absence of clear data from design drawings.
- ii. Loading data used for Dead Loads, Live Loads and Imposed Loads; Wind and Earthquake zones as applicable; reference IS codes and complete set of design calculations with permissible stresses adopted under load combinations.
- iii. Name of the software along with its version which was used for analyzing the structure prior to as well as after its retrofitting.
- iv. Detailed results of the analysis before introducing any seismic retrofitting scheme e.g. before introducing shear walls.
- v. Method used for seismic retrofitting along with justification for adopting the method.
- vi. Detailed results of the structural analysis after introducing a seismic retrofitting scheme. This will be submitted in tabular and/or graphical form for condition prevailing before retrofitting and again after retrofitting. This will assist in ascertaining effect of retrofitting on member forces and moments of relevant members.
- vii. Proposed local retrofitting for members, which are found inadequate after global

seismic retrofitting.

- viii. Detailed results of the analysis after introducing seismic retrofitting scheme at local level.
- ix. Cost estimates for proposed repairs /retrofitting, seismic retrofitting with timeline estimation for work execution.
- x. Computer model files along with loading and analysis files of the software are also to be shared with Peer Review Consultants.

**6. Methodology of document flow and time frame:**

Moreover, for better coordination and execution of work, the set of documents mentioned under should be compiled by Structural consultant and sent to Peer Review Agency as per following timeline .

- i. Time frame for design verification, seismic analysis and submitting the repair, rehabilitation and retrofitting scheme with cost estimate /BOQ & timeline for work execution by Consultant to Peer review agency – **15 weeks** after appointment of a Consultant.
- ii. Time frame for Peer review agency to communicate to design consultant their requirement of further data regarding analysis and retrofitting scheme – **2 weeks**.
- iii. Time frame for completing submission by design consultant - **2 weeks**.
- iv. Time frame for Peer review consultant to communicate their observations, comments, proposed modifications – **2 weeks**.
- v. Time span for discussions between Consultant, Peer reviewer and Bank officials and subsequently incorporating the accepted changes - **2 weeks**

**Place**

**Signature of Consultant**

**Date: -**

**with their Seal**

## **Section- B)**

### **Site Supervision of Retrofitting Scheme and its Certification by Structural Consultant for Bank's Main Office building and its Annexe Building at Ahmedabad.**

It is necessary that the Consultant undertakes the responsibility for site supervision as work activities involved in retrofitting are of a specialized nature requiring the knowledge and experience of similar work. Being the consultant for the supervision for the repair and retrofitting works, following course of duties shall be undertaken by the Structural Consultant

1. Remedial measures such as repairs/retrofitting, seismic retrofitting with cost estimate/BOQ/timeline (as per scope of work under Section-A) suggested/submitted by the consultant and peer review agency will be considered by Bank by preparing tenders and obtaining competitive bid through empaneled/eligible firms. Necessary additions/alteration /modifications in BOQ /draft tender if any, may be incorporated by the consultant in this regard.

2. The consultant may carry out periodic site supervision of such remedial/retrofitting measure as detailed and subsequent certification as per standard format of structural stability certificate as per Annexure –I.

#### 3) Quality plan

Before placing of work order to the contractor, the consultant shall submit an exhaustive Quality Plan to the Bank's Engineer covering all the details required for the efficient and smooth supervision of the work to be carried out. It shall be covering following responsibilities (but not restricted to) to be undertaken by the consultant.

- a) Roles and responsibilities.
- b) Proforma of the Check list on material inspection
- c) Consumption monitoring
- d) Proforma of Checklist on work procedures
- e) Testing of materials plan.

4) Minimum scope of work to be undertaken by the consultant during the supervision. The consultant shall undertake following responsibilities, but not limited to, during the course of repair and retrofitting works for ensuring achievement of the target as envisaged under the scope of the work.

Minimum Dedicated Technical Staff	a	<p>The Consultant shall nominate dedicated technical staff, who are required to be committed for the consultancy work. Minimum number of dedicated staffs required and their qualification required are as follows.</p> <p>Engineer with Structural Engineering (Masters) and 10 years' experience with 5 years in rehabilitation work) : 1nos</p> <p>Engineer with Degree /Diploma in Civil Engineering and 5 years' experience in rehabilitation : 1nos</p>	
		(i)	<p>Frequency of the visit, Roles and responsibility of the dedicated staffs can be indicated in the Quality Plan, in a mutually acceptable manner, enabling the efficient discharge of contractual responsibility of the consultant encapsulated under this contract.</p>
Check list on material inspection	b	<p>Proper record of materials, especially the construction chemicals, received on site for retrofitting work needs to be maintained by the Contractor and checked by the Consultant with reference to the specifications prepared for the work. Necessary formats shall be got approved by the Bank's Engineer</p>	
		(i)	<p>Following aspects need to be checked/covered by the consultant:</p> <ul style="list-style-type: none"> <li>i. Compliance to brand specified/ accepted as equivalent.</li> <li>ii. Quantities,</li> <li>iii. Batch numbers,</li> <li>iv. Manufacturing dates shelf life etc.</li> </ul>
Consumption monitoring:	c	<p>The consumption of various materials used for retrofitting needs to be maintained by contractor and checked by the Consultant with reference to the specifications prepared for the work. The desired consumptions of materials per unit of measurement of work should be established before starting the work. This shall be</p>	

		based on the specifications (such as mix proportion for repair mortars or number of coats for protective coating etc.) and manufacturer's data sheets
	(i)	<p>Following aspects need to be recorded.</p> <ul style="list-style-type: none"> <li>i. Material inward,</li> <li>ii. Consumption,</li> <li>iii. Balance materials</li> <li>iv. Daily turnout of various activities in terms of unit of payment as per BOQ,</li> <li>v. Correlating consumption and turnout.</li> </ul>
Checklist on work procedures:	d	The specification laid down for the work states various steps, which are required to be undertaken for each of the retrofitting item. It is necessary to check at every stage whether all previous steps, which are prerequisite to the step under consideration, are properly carried out. A checklist is therefore necessary to be maintained by contractor and checked by the Consultant.
	(i)	<p>Various aspects in the checklist are as follows:</p> <ul style="list-style-type: none"> <li>i. Surface preparation quality check.</li> <li>ii. Intermediate inspection after every step in repair rehabilitation.</li> <li>iii. Reinforcement checking in case of jacketing or new concrete.</li> </ul>
Site tests:	e	As a part of quality control, tests are required to be carried out on repair mortars, micro- concrete etc. These would be required as per guidelines given in the specifications (type of test, frequency of test and required values of test results). The tests can be conducted at site if the facilities are available. Alternately, the samples should be cast and cured at site as per specifications and then samples should be sent to test laboratories.



Maintaining documentary records and visual records:	f	Documentary records and visual records of all activities are required to be maintained at site by the Consultant. For which necessary temporary storage facility has to be arranged by the consultant.	
		(i)	<p>These shall include</p> <ul style="list-style-type: none"> <li>i. Photographs before, during repair and after completion of retrofitting. These should be taken at every step for all major retrofit members and areas.</li> <li>ii. Areas taken up for repairs, average depth of repairs for section make up.</li> <li>iii. Updated and checklists maintained at site.</li> <li>iv. Registers shall be updated by the consultant and kept under custody of the consultant. Necessary initials required from Banks Engineer shall be obtained.</li> </ul>
Certification of work executed:	g	Consultant should issue Structural Stability Certificate for site supervision of work. The certification of work executed is to be done by the Consultant ensuring that:	
			<ul style="list-style-type: none"> <li>i. The work has been done as per original specification in contract documents for the work and approved additions, alterations etc. in it during the course of work</li> <li>ii. Specified materials have been used in requisite quantities as per specifications</li> </ul>

			<p>iii. Testing has been done and results of test for materials and final products (such as PMM and Micro concrete etc.) are as per laid down specifications.</p> <p>iv. Quantities executed are as per daily registers maintained and jointly signed.</p>
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Note:-

- i) The consultant should go through all the above points, understand the scope of work thoroughly and while quoting the price bid should consider scale of fees for consultation and periodic supervision of retrofitting work separately.
- ii) Remedial measures (as per cost estimate/BOQ/timeline) suggested by the consultant and peer review agency will be taken through Bank's empanelled firm by obtaining competitive bid. The consultant may carry out periodic site supervision of such remedial/retrofitting measure as detailed and subsequent certification as per standard format of structural stability certificate as per Annexure –I.

**Place**

**Signature of Consultant**

**Date: -**

**with their Seal**

### Section III

#### **General Rules and Instructions to the bidders**

##### **1) Pre-qualification**

1. The Consultant/ Consulting Firm shall have minimum prior experience of **10 years** in condition assessment, evaluation, repair, rehabilitation and retrofitting consultancy.
2. The Consultant / Consulting firm shall have **at least 2 with Structural Engineers (Masters)** and **with minimum experience of 10 years (out of which minimum 5 years should be in rehabilitation/ retrofitting work)**.
3. In addition, the consulting firm should have **minimum 2** personnel with **Degree/ diploma in civil engineering** and **minimum 5 years of experience in rehabilitation work**. They should also have the experience in devising the repair scheme, estimating costs, drafting specifications, preparation of necessary documents and drawings, supervising the work being executed including certification.
4. The consulting firm should have prior experience and capability of undertaking seismic retrofitting of RC buildings with reanalysis of as built structures (using necessary software) using the guidelines of IITGSDMA and/ or IS 15988 and any other relevant codes.
5. The selected Consultant should have adequate number of qualified engineers, supervisors, technicians. Minimum number of dedicated technical staff required to be committed for the consultancy project under consideration should be as follows: -  
Bidder shall submit to the employer, list and details of qualified personnel nominated for the supervision of the work. Necessary approval from the Bank's Engineer shall be obtained in prior in this regard.
6. Consultant shall update the details sought in para 1,2,3 in form 1A,1B and 1C

<b>2</b>	<b>Bids in Two bid system</b>
	For the appointment of Consultant for the project, a two-stage bidding process will be followed. The response to the present tender should be submitted in two parts, i.e., the Techno-commercial bid and Price-bid (in hard copies). The bidder will have to submit the "Techno-commercial bid " and the "Price Bid" separately but within the stipulated date and time. The "Techno-commercial Bid" will contain the exhaustive and comprehensive technical details, whereas the "Price Bid" will contain the pricing information. The Techno-commercial Bid shall NOT contain any pricing information

	at all and if the Techno-commercial Bid contains any price related information, then that Techno-commercial Bid would be disqualified and would not be processed further.												
	In the first stage, only the " Techno-commercial Bids" will be opened and evaluated for suitability. Those bidders who qualify PQ, the Price Bids of only those bidders,( which have been short-listed /qualified by technical evaluation) will only be opened.												
3	<p><b>Documents Comprising Tender/ Bid</b></p> <p><b>Part I: (Techno-Commercial Bid)</b></p> <table border="1"> <tr> <td>i)</td> <td>Form of Tender/Bid</td> </tr> <tr> <td>ii)</td> <td>Earnest Money Deposit (EMD/Bid Security)</td> </tr> <tr> <td>iii)</td> <td>Duly Filled-in and signed tender document consisting of:</td> </tr> <tr> <td></td> <td>a) Entire Tender Document</td> </tr> <tr> <td></td> <td>b) All formats towards pre-qualification/eligibility criteria etc annexed hereto duly filled in along with relevant documents.</td> </tr> <tr> <td></td> <td>c) Schedule of quantities</td> </tr> </table> <p><b>Part II: (Price Bid)</b></p> <p>Bill of Quantities, duly filled-in.</p>	i)	Form of Tender/Bid	ii)	Earnest Money Deposit (EMD/Bid Security)	iii)	Duly Filled-in and signed tender document consisting of:		a) Entire Tender Document		b) All formats towards pre-qualification/eligibility criteria etc annexed hereto duly filled in along with relevant documents.		c) Schedule of quantities
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	c) Schedule of quantities												
4	<p><b>Late Bids</b></p> <p>No bid will be received after the due date/last date and time specified for submission of bids in schedule or after the extended Bid due date, If any.</p>												
5	<p><b>Opening of Bids</b></p> <p>Duly filled tender Part I, accompanied by EMD, prequalification criteria, technical details, literature etc., called Part I of the tender, will be opened on physical tender mode on the time and date, as specified in Schedule, at his office, by the tender inviting authority, as specified in Schedule or his authorized representative in the presence of authorized representatives of the bidders who choose to be present.</p> <p>Duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents and prequalification criteria, only will be opened on the</p>												

	time and date, as specified in Schedule, at his office, by the tender inviting authority, as specified in Schedule in presence of the authorized representatives of the qualified bidders.												
6	<p><b>Bid Validity</b></p> <p>Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule from the date of opening of the Part-I of the tender which period may be extended by agreement and the bidder shall not cancel or withdraw the tender during this period.</p>												
7	<p><b>Clarification &amp; Evaluation of Bids</b></p> <p>RBI would subsequently examine and evaluate bids as below:</p> <table border="1"> <tr> <td>i)</td> <td>Only those tenders, which meet the minimum prequalification criteria set out in this tender, shall be processed further. After verification of the correctness/legality and adequacy of the information and supporting documents furnished and considering firms financial standing, business integrity, record of timely completion of works, quality of work executed, etc. and Price Bids of only those Bidders who are technically qualified as per part I of tender shall be opened.</td> </tr> <tr> <td>ii)</td> <td>The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.</td> </tr> <tr> <td>iii)</td> <td>Rates quoted for each item shall be considered during verification/ scrutiny.</td> </tr> <tr> <td>iv)</td> <td>If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.</td> </tr> <tr> <td>v)</td> <td>Where the rates quoted by the consultant in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.</td> </tr> <tr> <td>vi)</td> <td>To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.</td> </tr> </table>	i)	Only those tenders, which meet the minimum prequalification criteria set out in this tender, shall be processed further. After verification of the correctness/legality and adequacy of the information and supporting documents furnished and considering firms financial standing, business integrity, record of timely completion of works, quality of work executed, etc. and Price Bids of only those Bidders who are technically qualified as per part I of tender shall be opened.	ii)	The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.	iii)	Rates quoted for each item shall be considered during verification/ scrutiny.	iv)	If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.	v)	Where the rates quoted by the consultant in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.	vi)	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
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	vii)	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
	viii)	In case the lowest tendered amount (worked out based on quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount. The lowest tender shall be decided based on revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
	ix)	If the revised tendered amount (worked out based on quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.
8	<b>Acceptance of Tender and Award of Work</b>	
	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently.	
9	<b>Earnest Money Deposit.</b>	
	The Consultant shall furnish EMD equivalent to 2% (Two Percent) of the tendered amount/quoted amount along with the Bid and/or as per the schedule in sealed envelope. EMD shall be submitted as Demand Draft or In the form of irrevocable Bank Guarantee issued by any scheduled Bank drawn in favour of Reserve Bank of India, Ahmedabad. EMD of unsuccessful bidders shall be returned by Bank in due course.	
10	<b>Performance Bank Guarantee</b>	

	<p>The Consultant whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule. This guarantee shall be from any Scheduled Bank as per the approved proforma. If no period has been mentioned, then minimum period shall be 14 days from the date of award of the work.</p>	
11	<p><b>Retention Money/ Security Deposit</b></p>	
	i)	<p>In addition to the Earnest Money Deposit under para 9 above, as further security for the due fulfillment of the contract, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the consultant towards Retention Money. This total amount (<b>EMD + Retention Money</b>) will be termed as <b>Security Deposit</b>. On completion of the works and final certification as per format ( Annexure form 1), the consultant would be paid the amount equal to (<b>EMD + Retention Money</b>).</p>
	ii)	<p>All compensation or other sums of money payable by the consultant to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the consultant shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.</p>
	iii)	<p>The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.</p>
12	<p><b>Taxes/ Duties/ Levies</b></p>	
	i)	<p>Goods and service tax (GST), Excise duty or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.</p>
13	<p><b>Time for Completion of Work</b></p>	
	<p>Time allowed for carrying out the work as mentioned in the para 5 of the scope of the work, shall be strictly observed by the Contractor and it shall be reckoned from the 14<sup>th</sup> day from the date of the written work order.</p>	
14	<p><b>Employer's right to accept or reject any or all the bids</b></p>	

	<p>Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.</p>
15	<p>The consultant shall ensure that the Contractor shall take all actions required to comply with Contract Labour (Regulation and Abolition) Act 1970 and the rule under the Act including the latest amendments to the Act particularly with the appropriate authority, obtaining license, maintaining registers and records, payment of wages to the workmen, welfare measures as stipulated under the Act etc. The consultant shall be liable for any penalty by the appropriate authority if there is any contravention of the Act. The consultant shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>
16	<p>The Consultant shall ensure that the contractor be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.</p>
17	<p>a) The Consultant shall be solely responsible for full compliance with the provisions of 'the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013'. In case of any complaint of sexual harassment against her / his / their employee within the premises of the Bank, the complaint will be filed before the 'Internal Complaints Committee' constituted by the Consultant and the Consultant shall ensure appropriate action under the said Act in respect of the complaint.</p> <p>b) Any complaint of sexual harassment from any aggrieved employee of the Consultant against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.</p> <p>c) The Consultant shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Consultant, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the consultant is proved.</p> <p>d) The Consultant shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</p>



	e) The Consultant shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
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## Section IV

### General Terms and conditions

#### 1) General Conditions

##### 1.1 The Bank's Administration

a) Employer: - **Employer** shall mean The Reserve Bank of India and shall include its assignees and successors

b) **The Bank's Engineer** - means the Engineer Officer employed and paid by the Employer and acting under the orders of the Employer who shall supervise and be in-charge of the work. Officers of AGM(Tech)/Manager(Tech)/AM(Tech)) who will discharge the duty under relevant clauses of this contract, nominated by the Employer.

c) The Consultant: - shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

##### 1.2 Ownership of designs, reports, documents etc.

All rights pertaining to any intellectual property generated / created / invented, design considerations, methodologies proposed, designs, drawings, documents, reports prepared, in the due course of the project, shall be the property of the Bank and Bank shall have exclusive Intellectual Property Rights for them

##### 1.3 Errors, Omission, ambiguities

The consultant shall effort to avoid any errors in all their errors. However, if any errors, omission, ambiguities, inconsistencies, inadequacies or other defects are observed, they shall suitably correct and any works executed (which requires rectifications) shall be executed at no extra cost to the Bank.

**1.4 . Site Data**-The Bank shall make available to the Consultant for his information, all relevant data in the Bank's possession. The Consultant shall be responsible for verifying and interpreting all such data. The Banks shall have no responsibility for the accuracy, sufficiency or completeness of such data.

##### 1.5 Right to modify the design

The Bank shall have the right to modify the design prepared by the consultant by mutual discussion. The Consultant shall comply with any such instructions by the Bank

and suitably modify the design and forward the same to the Bank for approval. Bank's decision on the design shall be final & binding.

#### **1.6 Persons in the Service of Others –**

The Consultant/Consultant shall not recruit or attempt to recruit staff from amongst the Bank's Personnel, Engineer and those retired Employees of the Bank at any stage in the Contract.

#### **1.7 Change of Address:**

Both the parties inform the other within 7 days in case of any change of their addresses.

### **2. Performance Bank Guarantee**

2.1 The consultant shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Contract amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Bank Guarantee issued by any Scheduled Bank in the approved proforma.

2.2 The Performance Guarantee shall be initially valid up to the date of completion plus 1 year and further extended to the stipulated time of completion of repair and retrofitting works, for which consultant shall supervise.

2.3 The Bank's Engineer shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Bank's Engineer may claim the full amount of the Performance Guarantee.

b) Failure to supervise the repair and retrofitting work as per the scope of work.

2.4 In the event of failure of any event as aforesaid and, or termination of agreement pursuant to Clause no 3, the Employer shall forfeit the Performance Security in full and shall be absolutely at the disposal of the Employer.

### **3. Termination of Contract/ Agreement**

a) The Agreement herein may be terminated at any time by either party by giving a written notice of one month to the other party. Even after the termination of their employment, the Consultant shall remain liable and be responsible for the design

work/ drawings and specifications, estimate, cost control, certification/ approval of any bills submitted by the contractors, in respect of all the works executed before the termination of the Consultant's appointment but shall not be entitled to additional remuneration thereof.

- b) If the Consultant shall close their business or become incapacitated from acting as such Consultant, then the agreement shall stand automatically terminated.
- c) (i) If the Consultant fails to adhere to the time schedule stipulated in the schedule mentioned or the extended time which may be granted by the Bank at its sole discretion, or  
(ii) In case there is any change in the constitution of the company of the Consultant for any reason whatsoever and such change, for whatsoever reason, is not acceptable to the Bank, the Bank shall be entitled to terminate this agreement and entrust the work to some other Consultant.  
(iii) If the Consultant fails to adhere to the written instructions of the Bank's Engineer/ Bank's any other authorized officials, the Bank shall be entitled to terminate this agreement and entrust the work to some other Consultant.
- d) In case of termination under sub-clause (a), (b) or (c) above, the Consultant shall not be entitled to any fees or compensation except the fees payable to them for the work actually done by them. In such cases, the decision of the Bank as to what is the work actually done and what is the amount of the fees due to the Consultant on the basis of actual work done shall be final and binding on the Consultant and shall not be open for arbitration.
- e) In case of termination under the sub-clause (a), (b) or (c) above, the Bank may make use of all or any drawings, estimates or other documents prepared by the Consultant after payment for the services of the Consultant for preparation of the same in full as provided herein.
- f) Notice to Correct- If the Consultant fails to carry out any obligation under the Contract, the Bank may, by notice, require the Consultant to make good the failure and to remedy it within time specified in the said notice. If the Consultant fails to rectify and or perform the obligations under this contract within the specified period in the notice then the Bank shall, at the expiry of the period, terminate the Contract at its sole discretion.
- g) Termination due to the Bank's Convenience -A "No Objection Certificate" shall be granted by the Consultant to the Bank prior to awarding contract by the Bank that the Bank shall be entitled to terminate the Contract, at any time for the Bank's convenience, by giving notice of such termination to the Consultant. In the sole discretion of the Bank, the entire work may be audited by an independent agency

and based on the audit reports, if the Bank is convinced that there are enough reasons for termination of the contract for the Bank's convenience, the contract shall be terminated and appropriate legal/ punitive action shall be taken against the Consultant.

- h) Valuation at Date of Termination- As soon as practicable, after a notice of termination has taken effect, the Bank's Engineer shall determine the value of the Works, Goods and Consultant's Documents, all works executed at site and any other sums due to the Consultant for the services rendered in accordance with the Contract as considered reasonable by the Bank's Engineer and will ensure payment thereof.

#### 4. Transfer of Interest

Neither the Bank nor the Consultant shall assign, sublet or transfer their interest in this agreement without the written consent of the other.

#### 5. Mode of payment and scale of payment

The fees shall become payable to the Consultant by the Bank in stages as below:

<b>Section- A – Till Finalization of design requirement</b>		
<b>Stage</b>	<b>Stages of services to be rendered</b>	<b>Scale (cumulative)</b>
<b>i)</b>	Acknowledgement of award of work and Execution of agreement	10% of total fees payable as per section A
<b>ii)</b>	Submission of detailed reports of design check and seismic analysis	50% of total fees payable as per section A
<b>iii)</b>	Submitting the repair, rehabilitation and retrofitting scheme with its Cost estimate , BOQ, timeline schedule for work execution, detailed drawing and specifications.	75 % of total fees payable as per section A
<b>iv)</b>	Compliance of Peer Review Agency requirement after meeting with Bank's Officials and	100 % of total fees payable as per section A

	Representatives of Peer review Agency.	
Section – B – During supervision of the repair and rehabilitation works		
<b>Stage</b>	<b>Stages of services to be rendered</b>	<b>Scale (cumulative)</b>
i.	On finalization draft tender by Bank with necessary incorporations suggested by consultant, if any.	20% of the Total fees payable as per Section B.
ii.	After award of work to a retrofitting contractor and execution of contract documents for various works	40% of the Total fees payable as per Section B less payment made under various clauses
iii.	On completion of 20% work	50% of the Total fees payable as per Section B
iv.	On completion of 40% work	60% of the Total fees payable as per Section B
v.	On completion of 60% work	70% of the Total fees payable as per Section B
vi.	On completion of 80% work	80% of the Total fees payable as per Section B
vii.	On completion of 100% work or On issuing of Virtual completion certificate.	85% of the Total fees payable as per Section B
viii.	On submission of structural stability certificate in approved format	100% of the Total fees payable as per Section B
<p>Note: -</p> <ol style="list-style-type: none"> <li>1) As soon as any of the stage is reached, the consultant shall submit their bills to that extent possible to enable the Bank to make payment in due course.</li> <li>2) Bill shall only be raised on achievement of any of the stages as mentioned above. Any bill raised without achievement of specified stages shall not be entertained.</li> </ol>		

- 3) In case of the agreement is terminated in pursuance of clause 2 above, fees shall be paid to the consultant for the actual services rendered by them as per the stages referred to in this clause.
- 4) Application for interim payment: - Consultant shall submit a statement to the Bank with 7 days of the scheduled time of payment stated in contract (if not stated after end of each month), showing in the details of the amount assessed as per the above stage wise payments.
- 5) Each interim bill value shall be assessed from the cumulative scale of payment as per the achieved stage less cumulative scale of payment previously made.
- 6) Discharge: - When submitting the final statement for payment, the consultant shall also submit the Structural Stability Certificate as per the approved proforma certifying the Economic Life as designed as per the Repair/rehabilitation process. Final statement shall represent full and final settlement of all the moneys due to the Consultants, testing agencies engaged under or in connection with the contract.
- 7) No payment shall be considered towards journey fees/TA/HA/any other allowance except for the price quoted by the consultant. Price Bid is deemed to be included of necessary consideration towards travelling and halting as necessitated under the scope of the work.
- 8) The consultant shall deposit 2% on accepted quoted amount as Earnest Money Deposit (EMD) shall be submitted as Demand Draft or In the form of irrevocable Bank Guarantee issued by any scheduled Bank drawn in favour of Reserve Bank of India, Ahmedabad. Apart from this, 5% as Retention Money Deposit (RMD) will be deducted from each running bill of the consultant. The entire security deposit (i.e. EMD & RMD) will be released on successfully completion of the work and final certification from the consultant as per format of structural stability certificate vide Annexure-I

**6. Liquidated Damages / Liability** In the event of nonfulfillment of any of the terms and conditions the consultant shall be liable to make penalty payment at the following rate: -

- a) Any delay in completion of the work as provided in the Cl 5 of the Section A of this agreement, the consultant shall be liable make a penalty payment at the rate of 0.25% of the Contract Amount limited to 10% of the Contract amount/Consultant fees) to the Bank as. This amount shall be withheld/adjusted at the time of settlement of any interim bills/final bill claimed at a subsequent date to delay.

## **7. Dispute To Be Referred To And Settled By Bank's Engineer At The First Place-**

Should any dispute or difference of any kind whatsoever arise between the Bank and the Consultant, in connection with, or arising out of the Contract, or subject matter thereof, or the execution of Works, whether during the progress of Works or after their completion and whether before or after termination, abandonment or breach of Contract, except the excepted matters referred herein above or elsewhere in the agreement, it should, in the first place, be referred to the Chief General Manager, Premises Department of the Bank within 14 (Fourteen) days of such occurrence. The Chief General Manager, Premises Department of the Bank shall, within a period of 14 (Fourteen) days after being requested in writing by the Consultant to do so, give written notice of his decision. The Chief General Manager, Premises Department of the Bank while considering the matters of dispute referred to him shall be competent to call for any records, vouchers, information and enforce the attendance of the parties either in person or through authorized representatives, to sort out or clarify any issue, resolve the differences and to assist him to decide the matters referred to him. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Bank and the Consultant and shall forthwith be given effect to by the Bank and by the Consultant, who shall proceed with the execution of Works with all due diligence irrespective of whether any of the parties goes in or desires to go in for arbitration. If the Chief General Manager, Premises Department of the Bank has given written notice of his decision to the Bank's Engineer and the Consultant and no intimation of reference of any claim to arbitration has been sent to him by the Consultant within a period of Fourteen days from receipt of such notice, the said decision of the Chief General Manager, Premises Department of the Bank shall remain final and binding upon the Bank and the Consultant and the same shall be deemed to have been accepted by them. The Bank or the Consultant shall not seek any arbitration thereafter. In case of any dispute regarding any extra item/variation rate, the Chief General Manager, Premises Department of the Bank's decision shall be final and binding on the Consultant without open for arbitration or dispute resolution.

## **8. Referring of Dispute for Arbitration**

If the Chief General Manager, Premises Department of the Bank shall fail to give notice of his decision, as aforesaid, within a period of 14 days after being requested or if either the Bank or the Consultant be dissatisfied with any such decision of the Chief General Manager, Premises Department of the Bank, then the matter in dispute shall be referred to arbitration as herein provided.

## **9. Arbitration**



If any dispute, difference or question shall remain unacceptable to either of the parties at any time within 14 days from the date of decision by the Chief General Manager, Premises Department of the Bank as to the construction of this agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding except the matters referred to in Para 3(d)/ 7 herein before, the same shall be referred to the arbitration under the provisions of Arbitration and Conciliation Act 1996 or any statutory modification thereof and the decisions of the arbitrator/panel of arbitrators shall be final and binding on both the parties. It is hereby provided that the Arbitrators so appointed shall make his/ their award within six months from the date of the Arbitrators entering upon the references.

#### **10. Limitation of Time**

No dispute shall be referred to Arbitration after expiry of 14 days from the date of receipt of decision by the Chief General Manager, Premises Department of the Bank, if notified, or from the date when the Chief General Manager, Premises Department of the Bank ought to have given his decision in case of failure on the part of the Chief General Manager, Premises Department of the Bank to give notice of decision.

#### **11. No Suspension of Work**

Notwithstanding the reference to arbitration, the obligations of the Bank; the Engineer- and the successful bidder/the consultant shall not be altered by reasons of arbitration, being conducted during the progress of Works.

Neither party shall be entitled to suspend the work to which the dispute relates because of arbitration and payments to the Consultant shall continue to be made in terms of the Contract.

#### **12. Agreement to be executed**

Agreement shall be executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. Stamp Duty shall be paid by the successful bidder for both copies of the agreement.

## Section V

### Schedule referred contract

Event	Physical Mode (Offline) Part I - Techno-Commercial Bid Part II - Price Bid 3rd cover containing EMD 4 <sup>th</sup> cover containing Pre-qualification documents as mentioned in tender document (PQ)
Release of tender document	January 31, 2025 from 11.30 AM onwards
Date from which bidding starts	February 27, 2025, 12.30 PM onwards
Last date for submission of Bids (Part-I, Part-II and Pre-qualification documents) together with Earnest Money Deposit (EMD) @ 2% of the Bid Amount <sup>#</sup> in form of Demand Draft or in the form of irrevocable Bank Guarantee issued by any scheduled Bank drawn in favour of Reserve Bank of India, Ahmedabad.	March 10, 2025 upto 03:00 PM
Date and time of opening Techno-commercial Bids	March 10, 2025 at 4.00 PM
Place of submission of Bids	Estate Department, 4th floor, Main Office Building, Reserve Bank of India, Near Gandhi Bridge, Ashram Road, Ahmedabad-380014.
Contact for communication	1 Shri Lavkesh Meena, Manager Tech-civil, Mob-7053756073  2. Shri Balram Panchal, Assistant Manager Tech-civil, Mob-7020369948
Declaration of short-listed Bidders for opening of Price Bids	Will be intimated to the Eligible bidders
Date and time of opening of Price Bids	Will be intimated to the Eligible bidders
Validity of the bid	90 days, From the date of opening of Price Bid.

## प्रारूप करार

(उचित मूल्य के स्टॉप पेपर में निष्पादित किया जाना है)

यह करार.....को एक पक्ष के रूप में भारतीय रिज़र्व बैंक, \_\_\_\_\_ जिसका केंद्रीय कार्यालय मुंबई 400 001 (इसके बाद "बैंक" कहा जाएगा) में स्थित है और दूसरे पक्ष के रूप में \_\_\_\_\_ (इसके बाद "परामर्शदाता" कहा जाएगा) के मध्य किया गया।

जबकि बैंक 'प्रदान की जाने वाली सेवाओं के संदर्भ की शर्तों' जिसमें बैंक के इंजीनियर के निदेशाधीन प्रदान की जाने वाली सेवाओं का वर्णन किया गया है, के अनुसार \_\_\_\_\_ (कार्य का नाम) \_\_\_\_\_ का लाभ उठाने का इच्छुक है।

और जबकि नियम और शर्तें, प्रदान की जाने वाली सेवाओं का दायरा आदि पर पार्टियों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।

और जबकि परामर्शदाता अनुबंध में निर्धारित नियमों और शर्तों, प्रदान की जाने वाली सेवाओं के दायरे, सभी अनुलग्नों और आवश्यकताओं (जिनमें से सभी को सामूहिक रूप से इसके बाद 'उक्त शर्तों' के रूप में संदर्भित किया गया है) के अधीन सेवाएं प्रदान करने के लिए सहमत हो गया है। उक्त अनुबंध में दिखाए गए/वर्णित कार्य का दायरा उसमें निर्धारित दरों पर निर्धारित राशि के अनुसार या ऐसी अन्य राशि के रूप में देय होगा जो इसके तहत देय होगी (इसके बाद 'अनुबंध राशि' के रूप में संदर्भित किया जाएगा)।

अब इस प्रकार सहमति बनी है:

1. उक्त शर्तों में निर्धारित समय और तरीके से भुगतान की जाने वाली उक्त 'अनुबंध राशि' पर विचार करते हुए, परामर्शदाता उक्त शर्तों के अधीन उक्त 'कार्य के दायरे' में वर्णित सेवाएं प्रदान करेगा।
2. नियोक्ता परामर्शदाता को उक्त 'अनुबंध राशि' या ऐसी अन्य राशि का भुगतान करेगा जो उक्त शर्तों में निर्दिष्ट समय पर और तरीके से देय होगी।
3. भारतीय रिज़र्व बैंक निविदाओं को आमंत्रित करने, कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान करने और कार्य अनुबंध के लिए विभिन्न नियमों, शर्तों और शर्तों के कार्यान्वयन का प्रशासन और सीधे व्यवस्था करेगा, जिसके लिए परामर्शदाता प्रदान किया जाना है।
4. उक्त शर्तों को इस करार के भाग के रूप में पढ़ा और समझा जाएगा, और संबंधित पक्ष क्रमशः उक्त शर्तों का पालन करेंगे, खुद को उक्त शर्तों के प्रति समर्पित करेंगे और अपनी ओर से उल्लिखित शर्तों में क्रमशः करार का पालन करेंगे।
5. नियम और शर्तें, प्रदान की जाने वाली सेवाओं का दायरा और यहां उल्लिखित दरों की अनुसूची इस अनुबंध का आधार बनेगी और परामर्शदाता बिना किसी संशोधन, किसी भी तरीके से सुझाव के उक्त शर्तों का पालन करने के लिए सहमत है।
6. इस अनुबंध में समय को महत्वपूर्ण माना जाएगा और आर्किटेक्ट/परामर्शदाता उक्त शर्तों के अनुसार लिखित आदेश जारी होने के 14वें दिन से सेवाएं प्रदान करना शुरू करने और प्रासंगिक खंड में उल्लिखित समयसीमा के अंदर, समय में विस्तार किए जाने के प्रावधानों के अधीन, परामर्शदाता द्वारा उपलब्ध कराए जाने वाले कार्यों के दायरे में निर्धारित सभी सेवाएं प्रदान करने के लिए सहमत हो गया है। इसमें निर्धारित सभी सेवाएं प्रदान करने के

लिए सहमत है। यदि परामर्शदाता निर्धारित समय के भीतर सभी प्रकार की सेवाएं देने में विफल रहता है, तो उस अवधि के लिए, जिसके लिए सेवाएं कार्य समाप्त होने के लिए निर्धारित अवधि से अधिक समय तक पूरी नहीं होती हैं, तो प्रति सप्ताह 'अनुबंध राशि' का 0.25%, जो कि 'अनुबंध राशि' के अधिकतम 10% के अधीन है, परिसमापन हर्जाना वसूला जाएगा।

7. इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल \_\_\_\_\_ पर किए जाएंगे।

8. इस करार से उत्पन्न होने वाले या किसी भी तरह से जुड़े सभी विवादों को \_\_\_\_\_ पर उत्पन्न माना जाएगा और केवल \_\_\_\_\_ के न्यायालयों के पास ही इसे निर्धारित करने का अधिकार क्षेत्र होगा।

9. परामर्शदाता प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक की अवसंरचना/प्रणालियों/उपकरणों आदि की ऐसी किसी भी सूचना, सामग्री और विवरण का खुलासा नहीं करेगा, जो इस करार के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या जानकारी में आ सकती है और हर समय उसे गोपनीय रखेगा। परामर्शदाता अनुबंध के विवरण को निजी और गोपनीय मानेगा, सिवाय उस सीमा तक जो इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक हो। परामर्शदाता नियोक्ता की पूर्व लिखित सहमति के बिना किसी व्यापार या तकनीकी पत्र या कहीं और कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या खुलासा नहीं करेगा। परामर्शदाता किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुए किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन नहीं करने पर परामर्शदाता की ओर से अनुबंध के उल्लंघन के रूप में माना जाएगा और नियोक्ता क्षतिपूर्ति का दावा करने और कानूनी समाधान करने का हकदार होगा।

10. परामर्शदाता यह सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा कि इस करार के तहत गोपनीय जानकारी के गैर-प्रकटीकरण के दायित्व पूरी तरह से पूरे कर लिए गए हैं।

11. गैर-प्रकटीकरण और गोपनीयता के संबंध में परामर्शदाता के दायित्व किसी भी कारण से इस करार की समाप्ति या इसे समाप्त किए जाने के बाद भी बने रहेंगे।

12. ए) परामर्शदाता 'कार्यस्थल पर महिलाओं का लैंगिक उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013' के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगा। बैंक परिसर के भीतर उसके कर्मचारी के खिलाफ लैंगिक उत्पीड़न की किसी भी शिकायत के मामले में, शिकायत परामर्शदाता द्वारा गठित 'आंतरिक शिकायत समिति' के समक्ष दायर की जाएगी और परामर्शदाता उक्त अधिनियम के तहत इस शिकायत पर उचित कार्रवाई सुनिश्चित करेगा।

बी) परामर्शदाता के किसी भी पीड़ित कर्मचारी द्वारा बैंक के किसी भी कर्मचारी के खिलाफ लैंगिक उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।

ग) परामर्शदाता किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा जिसे भुगतान करने की आवश्यकता हो सकती है यदि घटना में परामर्शदाता के कर्मचारी शामिल हैं, उदाहरण के लिए बैंक के कर्मचारी को कोई मौद्रिक राहत, यदि परामर्शदाता के कर्मचारी द्वारा लैंगिक हिंसा साबित हो जाती है।

घ) परामर्शदाता अपने कर्मचारियों को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में शिक्षित करने के लिए जिम्मेदार होगा।

ई) परामर्शदाता बैंक के परिसर में तैनात अपने कर्मचारियों की पूरी और अद्यतन सूची प्रदान करेगा।

इसके साक्ष्य में नियोक्ता और परामर्शदाता ने उपर्युक्त दिन दिन और वर्ष को यदि परामर्शदाता एक साझेदार दो प्रतियों में इस पर हस्ताक्षर किए हैं। फर्म या एक व्यक्ति है

इसके साक्ष्य में, नियोक्ता ने अपने विधिवत अधिकृत अधिकारियों के माध्यम से अपना हस्ताक्षर किया है और परामर्शदाता ने अपनी सामान्य मुहर यहां लगाई है और उक्त दोनों ने उपर्युक्त दिन और वर्ष में इसे निष्पादित करने के लिए हस्ताक्षर किए हैं। यदि परामर्शदाता एक कंपनी है

हस्ताक्षर खंड:

निम्नलिखित की उपस्थिति में भारतीय रिज़र्व बैंक द्वारा  
निम्नलिखित के माध्यम से हस्ताक्षरित एवं वितरित

श्री/श्रीमती. \_\_\_\_\_  
\_\_\_\_\_

(नाम एवं पदनाम)

1) \_\_\_\_\_

(गवाह 1)

पता: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_

(गवाह 2)

पता: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

निम्नलिखित की उपस्थिति में परामर्शदाता द्वारा श्री /  
श्रीमती

के माध्यम से हस्ताक्षरित एवं सुपुर्द

1) \_\_\_\_\_

(गवाह 1)

पता: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_

(गवाह 2)

पता: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

निम्नलिखित की उपस्थिति में \_\_\_\_\_ को  
आयोजित बैठक में निदेशक मंडल द्वारा पारित संकल्पों

यदि परामर्शदाता एक साझेदार फर्म है या व्यक्ति है  
तो सभी या सभी साझेदारों की तरफ से हस्ताक्षर  
किए जाने चाहिए।

के अनुसरण में.....सामान्य मुहर  
लगाई गई है।

1) \_\_\_\_\_

2) \_\_\_\_\_

निदेशक, जिन्होंने निम्नलिखित की उपस्थिति में इन पर  
हस्ताक्षर किए हैं

1) \_\_\_\_\_।

\_\_\_\_\_

यदि परामर्शदाता कॉमन सील के तहत हस्ताक्षर  
करता है तो हस्ताक्षर खंड आर्टिकल ऑफ  
एसोसिएशन से मिलना चाहिए।

## Draft articles of Agreement

(To be executed in stamp paper of appropriate value)

ARTICLES OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, between the **Reserve Bank of India, \_\_\_\_\_, having its Central Office at Mumbai 400 001** (hereinafter called "the Bank") of the one part and \_\_\_\_\_ (hereinafter called "the Consultant") of the other part.

WHEREAS the Bank is desirous of availing the \_\_\_\_\_  
\_\_\_\_\_(Name of the Work) \_\_\_\_\_  
\_\_\_\_\_

as per the 'Terms of Reference of Services to be provided' describing the services to be rendered under the direction of Bank's Engineer.

AND WHEREAS Terms and Conditions, Scope of services to be provided etc have been signed by or on behalf of the parties hereto.

AND WHEREAS the Consultant has agreed to provide the services upon and subject to the terms and conditions set forth herein the contract, Scope of Services to be provided, all annexures and requirements (all of which are collectively hereinafter referred to as 'the said Conditions') the Scope of work shown upon / described in the said contract at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as the said 'Contract Amount').

### NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said 'Contract Amount' to be paid at the times and in the manner set forth in the said Conditions, the Consultant shall upon and subject to the said conditions provide the services described in the said 'Scope of work'.
2. The Employer shall pay the Consultant, the said 'Contract Amount' or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The Reserve Bank of India will administer and directly arrange for invitation of tenders, supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations for the Work Contract for which the Consultant are to be provided.



4. The said conditions thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

5. The Terms and Conditions, Scope of Services to be provided and Schedule of Rates mentioned herein shall form the basis of this Contract and the Consultant agrees to comply with the said conditions without any modification, suggestions in what so ever manner.

6. Time shall be considered as the essence of this contract and the Architect / Consultant hereby agrees to commence providing the services **from the 14<sup>th</sup> day of issue of written order** as provided for in the said conditions and to provide the all the services stipulated in the 'Scope of Works" to be provided by the Consultant' within the time frame mentioned under the relevant clause, subject nevertheless to the provisions for extension of time. If the Consultant fail to the services in all respects within the stipulated time, **Liquidated Damages @ 0.25% of the 'Contract Amount', per week subject to a maximum of 10% of the 'Contract Amount'**, for the period for which the service remains incomplete beyond the stipulated period of completion, will be levied by the Bank.

7. All payments by the Employer under this Contract will be made only at \_\_\_\_\_.

8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at \_\_\_\_\_ and only Courts in \_\_\_\_\_ shall have jurisdiction to determine the same.

9. The Consultant shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment etc., which may come to the possession or knowledge of the Consultant during discharging its contractual obligations in connection with this agreement, to any third party and shall always hold the same in strictest confidence. The Consultant shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Consultant shall not publish, permit to be published or disclose any of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Consultant shall indemnify the Bank for any loss suffered by the Bank because of disclosure of ay confidential information. Failure to observe the above shall be treated as breach of contract on the part of Consultant and the Bank shall be entitled to claim damages and pursue legal remedies.

10. The Consultant shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this Agreement is fully satisfied.

11. The Consultant's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

12. a) The Consultant shall be solely responsible for full compliance with the provisions of 'the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013'. In case of any complaint of sexual harassment against her / his / their employee within the premises of the Bank, the complaint will be filed before the 'Internal Complaints Committee' constituted by the Consultant and the Consultant shall ensure appropriate action under the said Act in respect of the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the Consultant against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

c) The Consultant shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Consultant, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the consultant is proved.

d) The Consultant shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

e) The Consultant shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

IN WITNESS WHEREOF the Employer and the Consultant have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written

If the Consultant is a partnership or an individual

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Consultant has caused its common seal to be affixed hereunto and the said two has

If the Consultant is a Company

caused these presents and the said two hereof to be executed on its behalf, the day and year first hereinabove written

**Signature Clause:**

SIGNED AND DELIVERED by the  
Reserve Bank of India by the hand of  
Shri / Smt. \_\_\_\_\_  
\_\_\_\_\_

(Name & Designation)

In the presence of:

1) \_\_\_\_\_ (Witness 1)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_ (Witness 2)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED AND DELIVERED the consultant by the hand of Shri. /

Smt. \_\_\_\_\_

If the Consultant is a partnership firm or an individual should be signed by all or on behalf of all the partners

In the presence of:

1) \_\_\_\_\_ (Witness 1)

Address: \_\_\_\_\_

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

2) \_\_\_\_\_ (Witness 2)

Address: \_\_\_\_\_

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

The COMMON SEAL OF \_\_\_\_\_

Was hereunto affixed pursuant to the Resolutions passed by  
Its Board of Directors at the meeting held on

In the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

Directors, who have signed these presents in  
token thereof in the presence of:

1) \_\_\_\_\_

\_\_\_\_\_

If the Consultant signs under  
common seal, the signature  
clause should tally with the  
sealing clause in the Articles of  
Association.

Annexure

Form -1

FORMAT OF STRUCTURAL STABILITY CERTIFICATE

Owner of Premises: The Reserve Bank of India

Name of the Premises:

Location:

**Brief building description:**

I/We hereby certify that I/We have conducted a visual inspection and carried out a condition assessment and thereafter evaluated the above-referred building with a view to ascertain its Structural Stability.

The structural elements inspected included foundations, columns, beams & slabs at each floor. I/We have gone through the structural drawings, wherever available, for this building and have also carried out our own design checks to evaluate the stability of the structures. The observations and a summary of the evaluation have been recorded as per the Structural Audit Report enclosed.

I/We have also carried out several Non-Destructive Tests (NDT) to estimate the present strength of concrete, reinforcing steel, structural steel and masonry. Based on this, I/We have worked out a system for repair, rehabilitation and retrofitting the distressed portion of the structural elements to strengthen them. While doing so, I/We have taken cognizance of the Bank's Guidelines for repair, rehabilitation and retrofitting. The building has undergone repair, rehabilitation and retrofitting according to the methodology and specifications given by me/us and its execution in the field has been supervised by me/us through periodic visits. I/We hereby certify that the repair, rehabilitation and retrofitting has been done as per my/our specifications and to my/our satisfaction. This entire exercise was carried out from \_\_\_ to \_\_\_\_.

**I/We therefore certify that the building under reference is structurally capable of resisting all the loads as per the latest Indian Standards and is safe and serviceable during its economic life span.**

Place

Date

Signature of the Consultant

(Name of Consultant or Name of Authorized Consultant, his designation and Name of Organization)

**APPLICATION FOR APPOINTMENT OF STRUCTURAL CONSULTANT FOR REPAIR, REHABILITATION & RETROFITTING WORKS OF -- Main Office Building and its Annexe building, Ahmedabad.**

**Part I**  
**Basic Information**

a)	Name of the Organization/applicant	
b)	Address of the Organization/applicant	
c)	Type of organization (whether Proprietorship, Partnership/Pvt. Ltd/Ltd or Body Corporate etc.)	
d)	Name of Proprietor/Partners/Directors in the Organization	i)  ii)  iii)
e)	Details of Registration (Firm, Company etc.)  Registering Authority, Date, Number etc.	
f)	Whether registered as a fellow or a member of any of the institutions like Institution of Engineers or Interior Designers.	
g)	Experience as practising condition assessment, evaluation, repair, rehabilitation and retrofitting consultant (Give number of years).	_____Years
h)	Projects executed during last 10 years by the firm together with approximate cost of the individual project. The full postal address of the clients for whom the works have been executed shall also be given.	<i>Statement to be filled as per Form 1A</i>

i)	Year Wise Turnover of the organization for last 5 years. (Kindly, enclose Audited Final Accounts in support)	1) 20..-.... 2) 20..-.... 3) 20..-.... 4) 20..-.... 5) 20..-....
j)	a) Registered office address, Telephone/Mobile No & Email id  b) Office address through which the work will be handled  c) Details of the Contact Person (All fields are Mandatory) 1.Name 2.Designation 3.Mobile / Landline 4.Email	
k)	Whether working with any of the Government/Semi-Government Undertaking/s as approved consultant and if so, furnish details.	
l)	Organizational set up of the firm including names, qualifications and experience of partners/ associates and staff. The list shall invariably mention the educational qualifications of the staffs.	<i>Statement to be filled as per Form 1B</i>
m)	Indicate if involved in any litigation, or any civil suits pending in any of the works executed during last 10 years/being executed. If yes, please furnish the name of the project, employer, and nature of work, contract value, work order and date and brief details of litigation.  It may please be indicated that the consultant was blacklisted  Attach a separate sheet if required.	
n)	List of analysis and design software (with license) useful in rehabilitation works, available with the agency.	1)..... 2)..... 3)..... 4).....

		5)..... <i>Please furnish the list of all details.</i>
o)	Number of supplementary sheets attached for Part-I.  <i>Attached sheet shall be with signature and seal.</i>	

\_\_\_\_\_

**Signature and seal of the Applicant**

**Place: -** \_\_\_\_\_

**Date :-** \_\_\_\_\_



**Form 1B**  
**Previous Experience**

**1. (a) List of Works Executed by the Firm during the last 10 Years**

Applicant shall furnish necessary work orders or proof of work done, Completion Certificate (for completed works) etc. needs to furnished.

Sr No.	Name of the Work & Location	Name, address & telephone No. of the owner.(Govt ./Semi Govt./Pvt.B ody)	Whether the role of consultant was of condition assessment, evaluation, repair, rehabilitation and retrofitting consultancy.  (Yes/No)	Name, Full Address & Telephone No.of the officer under whom the work was carried out	Contract Amount	Completion Period		Whether the work was left incomplete or contract was terminated from either side. Give full details.	Any other relevant details
						Stipulated	Actual		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

\_\_\_\_\_  
**Signature of the Applicant (With Seal)**

**E Mail & Contact No:-**

\*Attach a separate sheet, if require

**Form 1C**

**a) List of Technical Personnel, Giving Details about their Technical Qualifications, Experience, etc.**

Sr No.	Name	Age	Qualification	Year of qualification	Experience	Nature of works handled	Date from which employed in your organization	Any other remarks
1	2	3	4	5	6	7	8	9

**b) Consolidated list of personnel who possess Masters in Structural Engineering, minimum relevant experience as per the requirement of Part -1**

**(List shall be accompanied with updated resumes of the persons)**

Sl.No	Name	Minimum Education Qualifications	Total Experience	Specific experience in rehabilitation/ retrofitting work	Reference to main list
		<b>Master in Structural Engineer</b>			
		<b>Master in Structural Engineer</b>			
		<b>Master in Structural Engineer</b>			

c) **Consolidated list of personnel who possess Degree/Diploma in Civil Engineering with minimum relevant experience as per the requirement of Part -1**

**(List shall be accompanied with updated resumes of the persons)**

<b>SI.No</b>	<b>Name</b>	<b>Minimum Education Qualifications</b>	<b>Total Experience</b>	<b>Specific experience in rehabilitation works</b>	<b>Reference to main list</b>
		<b>Degree/Diploma in Civil Engineering</b>			
		<b>Degree/Diploma in Civil Engineering</b>			
		<b>Degree/Diploma in Civil Engineering</b>			

\_\_\_\_\_  
**Signature of the Applicant  
 (With Seal)**

\*Attach a separate sheet, if required.

E Mail-

Contact No: -

भारतीय रिज़र्व बैंक  
सम्पदा विभाग  
अहमदाबाद

Schedule of Quantities

Sr. No.	Description	Quantity
	<b>Section A</b>	
1	<p><u>Design verification of Bank's Main Office Building and its Annexe Building</u></p> <p>Carrying out design verification of <u>Bank's Main Office Building and its Annexe Building</u> including site visits, Submission of structure wise detailed reports of design check, submitting the repair, rehabilitation and retrofitting scheme with its Cost estimate/BOQ, timeline estimation for work execution, Compliance with Peer Review Agency requirement after meeting with Bank's Officials and Representatives of Peer review Agency as per detailed/General information, terms/conditions mentioned under Part-I and scope of works as detailed under Section A ( Under section-II) of part-I.</p>	1 Job
2	<p><u>Proof Checking/Peer Review of Bank's Main Office Building and Annexe Building from Reputed Institutions like IIT Gandhinagar/IIT Bombay/NIT Surat or any equivalent institution of national repute.</u></p> <p>The design consultant submit the proof checking/ peer review report from reputed institutions like <b>IIT Gandhinagar/IIT Bombay/NIT Surat or any equivalent institution of national repute</b> for Bank's Main Office Building with its Annexe Building as detailed scope of works and terms mentioned under part-I</p>	1 Job
3	<p><u>Seismic Analysis of Annexe Building of Bank's Main Office Building</u></p> <p>Carrying out Seismic Analysis of <u>Annexe Building of Bank's Main Office Building</u> including site visits, Submission of structure wise detailed reports of design check and seismic analysis, submitting the repair, rehabilitation and retrofitting scheme with its Cost estimate/BOQ, timeline estimation for work execution, Compliance with Peer Review Agency requirement after meeting with Bank's Officials and Representatives of Peer review Agency as per detailed/General information, terms/conditions mentioned under</p>	1 Job

	Part-I and scope of works as detailed under Section A ( of section-II) of part-I.	
	<b>Total Amount of Section – A</b>	
<b>Sr. No.</b>	<b>Description</b>	<b>Quantity</b>
	<b><u>Section B</u></b>	
3	Site Supervision of Retrofitting Scheme for <u>Bank's Main Office Building and its Annexe Building</u> and its Certification by Consultant as per detailed/General information, terms/conditions mentioned under Part-I and scope of works as detailed under Section B ( under section-II) of part-I.	1 Job
	<b>Total Amount of Section – B</b>	
<b>Total Quoted amount for scope of work as per Section A &amp; section B ( Inclusive of GST)</b>		

**Place**

**Signature of Consultant (With Seal)**

**Date: -**

**E Mail-**

**Contact No:**



भाग **Part-II**

भारतीय रिज़र्व बैंक **RESERVE BANK OF INDIA**

संपदा विभाग **ESTATE DEPARTMENT**

के लिए निविदा **Tender For**

बैंक के मुख्य कार्यालय भवन और इसके एनेक्सी भवन, अहमदाबाद की डिजाइन जांच, प्रतिष्ठित संस्थानों से प्रूफ जांच, भूकंपीय विश्लेषण और भवनों की मरम्मत, पुनर्वास और रेट्रोफिटिंग कार्यों की निगरानी के लिए संरचनात्मक परामर्शदाता की नियुक्ति।

Appointment of structural consultant for design check, Proof Checking from Reputed Institutions, seismic analysis and supervising repair, rehabilitation & retrofitting works of Bank's Main Office Building and its Annexe building, Ahmedabad.

(मूल्य बोली **Price- Bid**)

परामर्शदाता का नाम **Name of Consultant:** \_\_\_\_\_

पता **Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



भारतीय रिज़र्व बैंक / Reserve Bank of India  
संपदा विभाग/ Estate Department



भारतीय रिज़र्व बैंक, अहमदाबाद  
सम्पदा विभाग

**Bill of Quantities**

Appointment of structural consultant for design check, Proof Checking/Peer review from reputed institutions, seismic analysis and supervising repair, rehabilitation & retrofitting works of Bank's Main Office Building and its Annexe building, Ahmedabad.

Sr. No.	Description	Quantity	Rate	Amount
	<b>Section A</b>			
1	<u>Design verification of Bank's Main Office Building and its Annexe Building</u>  Carrying out design verification of <u>Bank's Main Office Building and its Annexe Building</u> including site visits, Submission of structure wise detailed reports of design check, submitting the repair, rehabilitation and retrofitting scheme with its Cost estimate/BOQ, timeline estimation for work execution, Compliance with Peer Review Agency requirement after meeting with Bank's Officials and Representatives of Peer review Agency as per detailed/General information, terms/conditions mentioned under Part-I and scope of works as detailed under Section A ( Under section-II) of part-I.	1 Job		
2	<u>Proof Checking/Peer Review of Bank's Main Office Building and Annexe Building from Reputed Institutions like IIT Gandhinagar/IIT Bombay/NIT Surat or any equivalent institution of national repute.</u>  The design consultant submit the proof checking/ peer review report from reputed institutions like IIT Gandhinagar/IIT	1 Job		

	Bombay/NIT Surat or any equivalent institution of national repute for Bank's Main Office Building with its Annexe Building as detailed scope of works and terms mentioned under part-I			
3	<u>Seismic Analysis of Annexe Building of Bank's Main Office Building</u>  Carrying out Seismic Analysis of <u>Annexe Building of Bank's Main Office Building</u> including site visits, Submission of structure wise detailed reports of design check and seismic analysis, submitting the repair, rehabilitation and retrofitting scheme with its Cost estimate/BOQ, timeline estimation for work execution, Compliance of Peer Review Agency requirement after meeting with Bank's Officials and Representatives of Peer review Agency as per detailed/General information, terms/conditions mentioned under Part-I and scope of works as detailed under Section A ( of section-II) of part-I.	1 Job		
	<b>Total Amount of Section – A</b>			
<b>Sr. No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	<b><u>Section B</u></b>			
3	Site Supervision of Retrofitting Scheme for <u>Bank's Main Office Building and its Annexe Building</u> and its Certification by Consultant_as per detailed/General information, terms/conditions mentioned under Part-I and scope of works as detailed under Section B ( under section-II) of part-I.	1 Job		
	<b>Total Amount of Section – B</b>			
<b>Total Quoted amount for scope of work as per Section A &amp; section B ( Inclusive of GST)</b>				



**Place**

**Date: -**

**Signature of Consultant (With Seal)**

**E Mail-**

**Contact No**