



RESERVE BANK OF INDIA
ESTATE DEPARTMENT
Jammu

e-Tender No: RBI/Jammu Regional office/Estate/16/25-26/ET/1069

Tender For

**Appointment of structural consultant for conditional
assessment and design check of Bank's Properties, Jammu**

Part I (Techno-Commercial Bid)

Last date and time for submission of e-tender: April 13, 2026 up to 02:00 PM

Date of opening of Part- I the e-tender: April 13, 2026 up to 02:30 PM

Venue: Reserve Bank of India, Estate Department, Jammu

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
JAMMU**

NOTICE INVITING e-TENDER (NIT)

(Only through e-procurement)

SCHEDULE OF TENDER (SOT)

NOTE: THIS IS A LIMITED TENDER ENQUIRY. ONLY THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RESERVE BANK OF INDIA, JAMMU FOR SUCH WORKS GIVEN BELOW UNDER RESPECTIVE CATEGORY ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI, JAMMU REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.

a. Name of Work:	Appointment of structural consultant for conditional assessment and design check of Bank's Properties, Jammu
b. Tender Specification No	RBI/Jammu Regional office/Estate/16/25-26/ET/1069
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eproc n/ of MSTC Ltd.
d. E-Tender No	RBI/Jammu Regional office/Estate/16/25-26/ET/1069
e. Date of NIT available to parties to download	March 03, 2026, 02:00 PM onwards
i) Estimated Cost of Work ii) Earnest Money Deposit (EMD) iii) Transaction Fee Important Note: Please note that vendors will have the access to online e-tender only after receipt of Transaction fee by NEFT in favour of MSTC Limited, Kolkata.	₹12.28 Lakh ₹24,560/- (Rupees Twenty Four Thousand Five Hundred Sixty only) will be collected from bidders at the time of submission of bid through NEFT in RBI Jammu, Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero) Applicable Transaction fee to be paid at MSTC portal. Transaction fee is required to be paid using e-payment gateway available in your login at https://www.mstcecommerce.com/eproc n/ It can be paid either through NEFT/RTGS using challan or by online payment using credit card/debit card/net banking. Authorization of payment made through NEFT/RTGS takes time of 2 hours to 2 days depending on your bank. However online payment gets authorized immediately in most of the cases. Further transaction fee payments are authorized by the system itself and there is no manual intervention. Bidders are advised to make

	payment of transaction fee well in advance to avoid last minute hassle. Further please note that the transaction fee mentioned in the tender document may vary slightly by ₹1 or 2 in case of payment. made through challan due to approximation error. Whereas in case of online payment, internet handling charges shall be added in the basic amount. Above may please be noted and taken care of while making the payment.
f. Last date of submission of Transaction fee through NEFT in favour of MSTC Limited	April 13, 2026 up to 02:00 PM
g. Pre-bid meeting	Yes, on March 31, 2026 (1100 Hrs.)
h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbind	March 03, 2026 (1400 Hrs.)
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	April 13, 2026 (1400 Hrs.)
j. Date & time of opening of Part-I (i.e., Techno-Commercial Bid) & Part-II Price Bid.	April 13, 2026 (1430 Hrs.)

2. Intending tenderers shall pay earnest money through **NEFT** to Reserve Bank of India, Jammu.
3. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. E-tenders without EMD will not be accepted under any circumstances.
4. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

DISCLAIMER

Reserve Bank of India, Estate Department, Jammu, has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this e-tender are required to make their own inquiries and they should not rely solely on the information contained in the blank e-tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

Section I
Important Instructions Regarding e-tender

This is an e-procurement event of Reserve Bank of India, Jammu. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1 **Process of e-tender:**

Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, JAMMU is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <https://www.mstcecommerce.com/eprocn/>

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/ Govt. Depts → RBI Register as Vendor Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.

In case of any clarification, please contact MSTC/RBI, JAMMU, (before the scheduled time of the e- tender).

MSTC Central Helpdesk Numbers-033-23400020/23400021/23400022

Email id-helpdesk@mstcindia.co.in

Contact person (MSTC):

Mr. Nitin Anand

Shri Pankaj Kumar

Manager (NRO)

Assistant Manager (NRO)

Mobile no: 9769760074

Mobile no- 7229068247

Email: bmcdgmstc@mstcindia.co.in

Email-pankajkumar@mstcindia.co.in

Contact person (RBI Jammu):

Smt. Gurdeep Kaur, Assistant General Manager, Estate Department

PHONE: 0191-2472481

B) System Requirement:

B) System Requirement:

i) Windows XP-SP3 & above/Windows 7 Operating System

ii) IE-7 and above Internet browser.

iii) Signing type digital signature

iv) JRE 8 (x86 Offline) and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level

For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at <https://www.mstcecommerce.com/eprocn/>

1) Log on to our mstcecommerce website <https://www.mstcecommerce.com>. Click on Tools -> Compatibility View Settings->Add the mstcecommerce website. (Address of the website will come automatically. Just click on “Add button”)

2) Click Tools◇Internet Options ◇General tab◇Settings and select option “Every time I visit the webpage” and also delete the history by going to the link “Delete” (Click Tools◇ Internet Options◇ General tab◇Delete)

3) Click on Tools->Internet options◇Security◇Internet icon a) Uncheck the option “Enable protected mode” b) On the same page, click on “Custom Level” and enable all the options under “ActiveX controls and plugins” except option “Allow ActiveX Filtering” which is to be disabled. c) In the same window, enable “Access data source across domain” under “Miscellaneous” and disable “use Pop-up blocker” and then click ok

4) Click on Tools-> “Internet options◇Security◇Trusted sites icon a) Repeat steps 3 a), b) and c) as above. b) On the same page, click on link “Sites” and add website <https://www.mstcecommerce.com> and then click “Add”

5) Click on Tools-> “Internet options◇Security◇Advanced a) Come to the end of the window and tick “Use TLS 1.0”, “Use TLS 1.1” and “Use TLS 1.2” b) Click apply and ok After changing the above settings the message might appear on your screen “Your current security settings put your computer at risk. Click here to change your security settings” as shown in subsequent screenshots. This should not be fixed under any circumstances. Initially it might appear with a blue question mark.

Java Related settings:

Your system should have a latest version of Windows X 86 offline- 32-bit JAVA. If it is available, proceed with the below steps1) Go to control panel and search “Java” and then click on “Configure Java” a) Click on tab “Java” and then click on “View” to check whether java version is appropriate and is of 32 bit or not. If x86 is mentioned without 64 in it, it is the correct version. However, if you still face issue while running the applet on the “Auc Floor Mgr.” Page, it is better to install the correct version of Java from the link <https://www.oracle.com/java/technologies/javase-jre8-downloads.html> and then download “Windows x86 Offline”. b) You may have to login on this page for downloading the JAVA (user name-mstc.afzal@gmail.com and Password-mstc@12345). Alternatively, java can be downloaded from “<https://www.java.com/en/download/manual.jsp>” c) Click on the security tab and select the minimum-security level (high, very high or whichever is lowest) and add <https://www.mstcecommerce.com> in the exception site and click add button. d) In the advanced tab, tick “Show console” available under Java console”, tick “Use TLS 1.0”, “Use TLS 1.1” and “Use TLS 1.2” and also tick “Place java icon in the system tray” available under “Miscellaneous” tab. e) Click “Apply” and ok Points to be noted at the time of login At the time of first login with DSC after changing the browser settings and Java, a blue question mark sign indicates that the website wants to run certain add-on/s. That should be done by right clicking on the icon and running the add-ons as shown in subsequent screenshots. Right Click on the message and run the add-on/s as they appear.

For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at <https://www.mstcecommerce.com/eprocn/>.

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(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.

	<p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, JAMMU. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>Special Note towards Transaction fee: Transaction fee is required to be paid using e-payment gateway available in your login at https://www.mstcecommerce.com/eprocn/.</p> <p>It can be paid either through NEFT/RTGS using challan or by online payment using credit card/debit card/net banking. Authorization of payment made through NEFT/RTGS takes time of 2 hours to 2 days depending on your bank. However online payment gets authorized immediately in most of the cases.</p> <p>Further transaction fee payments are authorized by the system itself and there is no manual intervention. Bidders are advised to make payment of transaction fee well in advance to avoid last minute hassle. After making the payment for transaction fee, the vendor should enter the transaction fee details by using the “Transaction Fee entry” Link under “My Menu” in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Contact Details: Fax No.: 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in, umesh@mstcindia.co.in .</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5	Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, JAMMU as advised in the NIT.

	<p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI JAMMU and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, JAMMU as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e., Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7	<p>Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAMMU immediately after award of work.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <u>www.mstcecommerce.com</u> → e-procurement → PSU /Govt. Depts. →RBI Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (For details refer vendor guide & FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p>NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor</p>

	<p>wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAMMU has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down on the website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Section II
Form of e-tender

Place:
Date:

Shri. Chandra Shekhar Azad
Regional Director,
Estate Department,
Reserve Bank of India,
Jammu

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 with 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 conditional assessment and design check of Bank's Properties, Jammu
(b)	Estimated cost of work	₹ 12.28 Lakh
(c)	Date of Commencement	14 th date of written order to commence the services.
(d)	Time for completion of the work	21 Weeks
(e)	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'.
(f)	EMD	₹24,560/- from bidders at the time of submission of bid in the form of NEFT (details under para "bidding in e-tender").
(g)	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
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I / We agree to

1. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
2. We also agree that our tender will remain valid for acceptance by the Bank for **90 days from the date of opening of Part- II** tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards Security Deposit, valid for the entire period of validity of tender.
3. I/We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason there for.
4. The Tender is in two parts, Part I contains all commercial terms and conditions, technical particulars and Part II contains only the price bid in the Bank's Performa.
5. Our Bankers are: (Full Address)

(i)	
(ii)	
(iii)	

6. Names of Partners of our firm are:

(i)	
(ii)	
(iii)	
Name of the Partner of the firm Authorized to sign	
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:

01. _____

02. _____

Section III
Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, having its Central Office at Mumbai 400001 (hereinafter called “the Employer”) of the one part and _____

(hereinafter called “the Consultant”) of the other part.

WHEREAS the Employer is desirous of “**Appointment of structural consultant for conditional assessment and design check of Bank’s Properties, Jammu**” and has the specifications describing the works/ services to be done and prepared by departmentally.

AND WHEREAS the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Consultant has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at 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 considerations 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 execute and complete the work as described in the said Specifications and the Schedule of Quantities.
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 term ‘Architect’ in the said conditions shall mean ‘M/s-----
-----’ for the purpose of architectural planning & designing etc. of the buildings / structures to be constructed under this contract. In the event of their ceasing to be Architects for the work mentioned in the contract for whatever reason such other person or persons as shall be nominated by the Employer for that purpose will function as Architect.
3(a) The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract. (Except for the scope of work as defined under clause 3 above). For this purpose, the term Architect in the said condition regarding escalation of work, quality of construction, quality of materials, progress & completion of the project etc. shall mean the **Assistant General Manager (Tech.) / Manager (Tech.) / Asst. Manager (Tech.)** or any other person designated for the purpose by the Competent Authority, Reserve Bank of India. As far as the operation of the provision under respective clauses of the Contract viz. Clause relating to settlement of disputes through arbitration, the term ‘Architect’ shall be read as **Deputy General Manager, Estate Department, Reserve Bank of India, Jammu.**
4. The Competent Authority has the power to designate Engineer-in-Charge for this work. In case the department does not have AGM with technical background in that case Engineer-in-Charge for this work can be a Manager (Tech.). Further, in case of non-availability of Manager (Tech.), Assistant Manager (Tech.) will act as Engineer-in-Charge with due approval of Competent Authority.

The said conditions and Appendix 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 plans, agreement and documents mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but a Contract to carry out the work in respect of the entire of the “**Appointment of structural consultant for conditional assessment and design check of Bank’s Properties, Jammu**” to be paid for according to **actual measured quantities** at the rate contained in the schedule of rates and probable quantities or as provided in the said Conditions.
7. The Consultant shall afford every reasonable facility for the carrying out of all works/ providing services relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, lifts, telephone, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the drawings & nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as vital part of this Contract and the Consultant hereby agrees to commence the work soon after the site is handed over to him or from fourteenth day after the date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within **21 Weeks** subject nevertheless to the provisions for extension of time
10. All payments by the Employer under this Contract will be made only at Jammu.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jammu and only Courts in Jammu shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Consultant and fully understood by the Consultant. The Consultant shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank’s competent authority.
13. 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 the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times 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 particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Consultant shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Consultant and the Employer shall be entitled to claim damages and pursue legal remedies.
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 are fully satisfied.
The Consultant's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.”

14. 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.
- 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 workplace 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.

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

(Name and designation)

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

If the Consultant is a partnership or an individual.

If the Consultant is a company.

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

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)

(2)

SIGNED AND DELIVERED BY the Contractor by the _____ hand of Shri _____ and duly constituted attorney.

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

If the Consultant is signing by hand of power of Attorney, whether a company or individual

Section IV

I. General Information: Property details

Main Office Building:

Name and address of the Property:	Main Office Building, Reserve Bank of India, Rail Head Complex, Jammu-180012.
Nature of structure:	Framed RCC
Year of construction:	June 1994
Age in years:	31 Years
No. of buildings in the campus:	Two (2 nos.) Buildings, Main Building & Annexe Building
No. of storeys:	<u>MOB</u> : Basement + Ground floor + Two (02 nos.) floors
Built-up area	9320 m ²
Building plinth area	2811 m ²
Occupancy status	The building is occupied.

Annexe Building:

Name and address of the Property:	Main Office Building Premises, Reserve Bank of India, Rail Head Complex, Jammu-180012.
Nature of structure:	Framed RCC
Year of construction:	June 1994
Age in years:	31 Years
No. of buildings in the campus:	Two (2 nos.) Buildings, Main Building & Annexe Building
No. of storeys:	<u>Annexe Building</u> : Basement + Ground (part stilt) + 2 floors
Built-up area	2000 m ²
Building plinth area	690 m ²
Occupancy status	The building is occupied.

RBI Staff Quarters:

Name and address of the Property:	RBI Staff Quarters, Sector-9, Trikuta Nagar, Jammu-180012.
Nature of structure:	Framed RCC
Year of construction:	September, 1988
Age in years:	37 Years
No. of buildings in the campus:	Three (3 nos.) Class-III Buildings One (1 no.) Class-IV Building
No. of storeys:	Ground + 3 floors
Built-up area	Class III – 8686.37 m ² Class IV – 607.72 m ²
Building plinth area	Class III – 269.11 m ² Class IV – 189.72 m ²
Occupancy status	The buildings are occupied.

II. Scope of work and Services to be rendered by Structural Consultant 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, circulars, 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 carry out such tests as mentioned in Part-II of this document.

Inspection of the site before submission of offer; for inclusion of any other relevant points or tests for conditional assessment and Evaluation/ Design verification of all buildings, may be considered and 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 to verify member adequacy as encapsulated below under Sr. No. 2 a) & 2 b).

2a) Conditional Assessment including Evaluation/ Design verification of Main Office Building, Annex Building and RBI Staff Quarters

Structural Consultant should carry out a Conditional Assessment including 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. List of tests to be performed is as indicated below:

RBI Main Office Building and Annex Building

S. No.	Description	Qty
1	Rebound hammer test	20 Nos.
2	Ultrasonic Pulse Velocity Test	25 Nos.
3	Cover Meter Test	35 Nos.
4	Half Cell Potential Difference Test	20 Nos.
5	Core sampling	03 Nos.
6	Carbonation Test	10 Nos.
7	Determination of Chloride, sulphate test and level of pH in randomly selected RCC members or required by the site condition.	20 Nos.

RBI Staff Quarters

S. No.	Description	Qty
1	Rebound hammer test	20 Nos.
2	Ultrasonic Pulse Velocity Test	20 Nos.
3	Cover Meter Test	30 Nos.
4	Half Cell Potential Difference Test	15 Nos.
5	Core sampling	02 Nos.
6	Carbonation Test	15 Nos.
7	Determination of Chloride, sulphate test and level of pH in randomly selected RCC members or required by the site condition.	10 Nos.

For Conditional Assessment the scope of work will include following:

- a. To visit the site and carry out a visual inspection of the structure. Previous reports, to the extent available, on Visual inspection and Maintenance inspection carried out by Bank will be made available for reference.
- b. Review whether any major change in type of occupancy and/or loading has taken place/ is expected to take place.
- c. Decide on suitable tests to be carried out on various structural/ non-structural components of the structure and prepare the list with frequency, type and locations where such tests are to be carried out.
- d. Carry out such tests. The Consultant should ensure that the prequalification requirements of the Testing Agency specified as given in relevant section of these tender are met.
- e. The tests generally are to be conducted as per technical specification of this tender.
- f. Carry out a design check as per guidelines given in this tender document.

For design check of buildings Consultant 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 take cognizance of the provisions of IS 15988 (latest revision) for evaluation of residential buildings and Annex buildings of Offices. For Office buildings the Consultant should take cognizance of provisions of IS 15988 (latest revision) and IS 1893 (latest revision).
- iv. 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.
- v. 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.
- vi. 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.
- vii. If damping pads are not provided under vibratory equipment, then a dynamic analysis should be undertaken.
- viii. 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.

2b) Verification of Structural adequacy of Main Office Building for additional floor

The Existing Main Office Building (Basement + Ground Floor + 2) was designed for construction of one additional floor. The necessary vital infrastructure/ structure (such as staircase, head rooms, Lift duct, machine rooms, overhead water storage tanks, plumbing lines, common toilet blocks, etc. have already been constructed keeping in view of the construction of one additional floor.

Structural Consultant should carry out a theoretical design check to verify member adequacy of current existing Main Office Building structure for construction of additional floor considering the proposed level of loading. In this regard, Consultant while carrying out design check of buildings should note above points 2 a) i. to 2 a) viii.

3a) Based on, visual observations by Consultant of his own, report of visual and maintenance inspection prepared by the Bank, inferences from the NDT tests carried out, Design Verification carried out and Structural sufficiency checked, 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. **for two scenarios i.e. for maintaining original building and for constructing additional floor.**

3b) The consultant should prepare schematic diagram of structural space frame for each building with grids and levels, members, etc. with clear representation, listing of members. 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.

3c) 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.

3d) 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. Decision regarding measures to be implemented will be taken by the Bank based on its feasibility and administrative assessment.
- ii. Reasonableness aspects may be considered while quoting your rates.
- iii. Final report should contain, among other things
 - a) Detailed Visual observation report
 - b) Non-Destructive Testing Report.
 - 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

- j) Bill of quantities with workable market rates, CPWD rate analysis and specifications with sketches, drawings, timeline for work execution etc.
- k) Issue of Structural Stability Certificate (Section 12 Annex IV) (Additionally, with respect to work at 2b) above, if feasibility of additional floor is ascertained, **the consultant shall issue required certification for onward submission to municipal corporation/ statutory bodies for obtaining construction permission for additional floor.**)

4 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 properties at Jammu.

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.
- v. Detailed results of the analysis before introducing any seismic retrofitting scheme e.g., before introducing shear walls.
- vi. Method used for seismic retrofitting along with justification for adopting the method.
- vii. 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.
- viii. Proposed local retrofitting for members, which are found inadequate after global seismic retrofitting.
- ix. Detailed results of the analysis after introducing seismic retrofitting scheme at local level.
- x. Cost estimates for proposed repairs /retrofitting, seismic retrofitting with timeline estimation for work execution.
- xi. Computer model files along with loading and analysis files of the software are also to be shared with Peer Review Consultants.

5. 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 appointed by the Bank 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 – **12 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 – **3 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**

6. 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) 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. It is quite possible that one consultancy firm may not have capability of undertaking all aspects of consultancy assignment on its own. Bank may allow the main Consultant to associate themselves with their associate Consultant(s) duly supported by explicit irrevocable consent of engagement in writing.

6. Consultant shall update the details sought in para 1,2,3 in Form 1A,1B and 1C

Pre-qualification of testing agency

The Agency to be entrusted with the work of testing shall meet the following minimum criteria:

- Minimum Technical Requirements

- * Agency should have at least 2 structural engineers (Masters) with 10 years' experience.

Supporting documents shall be furnished.

- * Agency should have National Accreditation Board of Laboratories (NABL) certification (min. 5yrs) for all the tests specified under the scope of work. Copy of the NABL certificate shall be furnished.

- * Agency should have all the specified NDT & SDT testing equipment's on their own with valid calibration from NABL or an equivalent laboratory calibration. Copies of all the relevant documents shall be furnished.

- * Agency should have their own material testing and chemical laboratory with NABL certification. Relevant documents shall be furnished.

- * Agency should have 2 NDT Level-1 technicians and 1 NDT Level-2 technician on their permanent role with min. five years of experience.

- * Agency should have at least 7 qualified personnel assigned to the work. Of these at least 3 should be at least BE graduate engineers, 2 Diploma holders and 2 ITI holders. Relevant documents shall be furnished

- Minimum Experience Requirements

- * Agency should have carried out at least 20 assignments of a similar nature within the last 5 years, of which at least 5 should be from the Government sector. Relevant documents shall be furnished.

Place

Signature of Consultant

Date: -

with their Seal

Section V

General Rules and Instructions to the bidders

1. Issue and Submission of Tender:

Participation in this tender will be allowed to Consultant in respective category & who have experience in related trades like Civil works including plumbing and carpentry etc. electrical works and cleaning and maintenance works. Tender for “**Appointment of structural consultant for conditional assessment and design check of Bank’s Properties, Jammu**” as the case shall be uploaded through MSTC website strictly in accordance with the procedures prescribed in **Section-I** of this document & will be remain open to the tenderer for participation before **14:00 Hrs. on April 13, 2026** under any circumstances whatsoever.

2. Part I – Technical & Commercial:

- a. Part-I shall contain the unpriced tender consisting of scope of works as specified, specifications of an item of works, documents and commercial terms and conditions etc. Earnest Money shall be submitted through NEFT only.
- b. Part-I of the tender as submitted shall contain the following and to be deposited in the RBI, Estate Department, Jammu Office unless otherwise stated separately in this document:
 - (i) Earnest Money Deposit (EMD) shall be deposited through only NEFT in favour of Reserve Bank of India, Jammu in the Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero).
 - (ii) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.
 - (iii) List of deviations, if any, in commercial terms and conditions.
 - (iv) List of deviation, if any, in technical specification.
 - (v) Any other technical information the tenderer wishes to furnish.
- c. The Tenderers are advised to visit the site and get acquaint themselves of the site conditions before tendering.
- d. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.
- e. All information, correspondence letters shall be submitted in duplicate and addressed to **Shri Chandra Shekhar Azad, Regional Director, Estate Department, Reserve Bank of India, Jammu.**

3. Part II – Price:

- a. This part shall contain prices in Indian Rupees only and shall be opened through online after due fulfilment of condition as per Part-I tender. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- b. Rates should be quoted in Indian Rupees only. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- c. The rates quoted shall be based on the Part-II of tender and shall be firm and binding **without any Escalation** whatsoever till the entire Contract period.
- d. For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in the original and duplicate, the lower of the two rates will be considered for arriving at the total amount for that item.

4. Pre-Bid Meeting: Yes, March 31, 2026 (11:00 Hrs.) at Estate Department, Reserve Bank of India, Rail Head Complex, Jammu-180012

5. Opening of Tender:

As per the procedures laid down in Section-I hereto for opening of e-tender.

6. Broad Scope of Work:

The scope of work shall include the following:

The consultant is advised to visit the site before quoting their rates to assess the quantum of work as per the detailed scope of work as stated in this contract. The entire work shall be carried out as per the specification as mentioned in the tender scope of work and as directed by the Engineer in-Charge of the Bank's. **The specifications mentioned in this Contract are final & binding to the Consultant to perform the work under this contract. However, unless otherwise stated, the specifications, methodology for execution of any items of work etc. as given by relevant IS will form the guide & shall be binding on the Consultant to execute the work accordingly under this contract.**

7. Payment to the Consultant & Performance Bank Guarantee (PBG)

The Consultant whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the contract 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.

Payment to the consultant shall be made as terms of payment stipulated in this tender document against the work done at site only after raising the demand by the Consultant.

If the consultant fails to perform the work as specified in the Contract, the Bank, at his discretion will encash the Performance Bank Guarantee specified in the appendix hereto, if any, indicated in the tender and terminate the contract without assigning any reason and any further reference to the consultant. Bank's decision in this regard will be final and binding on the consultant and the consultant will not have any claim in this regard whatsoever it may be.

Successful bidder shall ensure submission of Performance Bank Guarantee as stipulated in the tender. In case of delays in submission of unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the consultant at Bank rate.

Release of PBG: On settlement of final bill of consultant.

8. Validity of Tender:

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

9. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

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. 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.

iv. 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.

v. 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.

10. Earnest Money Deposit (EMD) during contract period:

All bidders shall deposit EMD amount to the Bank in following terms & conditions:

a) Earnest Money Deposit for a sum of ₹24,560/- shall be remitted to Bank Account of Reserve Bank of India before at the time of submission of bids and details of NEFT (scan copy) shall be sent through email at estate@rbi.org.in. The account details for NEFT/RTGS transactions are as follows.

b) Under no circumstances Earnest money deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or Cheque/DD etc.

c) The Earnest Money Deposit (EMD) ₹24,560/- deposited through NEFT in RBI Jammu, Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero) as Security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.

Release of EMD: i. The Earnest Money Deposit (EMD) deposited by the successful bidder will be returned to him after submission of Performance Bank Guarantee (PBG) for due fulfilment of the contractual obligations by the Consultant.

ii. The Earnest Money Deposit (EMD) deposited of unsuccessful bidder will be returned to them after award of work.

Forfeiture of EMD: The EMD will be forfeited in the following situation:

a) If the vendor / Consultant withdraws bid after opening of the commercial bid/ Part-II

b) If the vendor / Consultant fails to commence the work awarded to her/him within the prescribed time limit.

11. Signing of Contract Agreement:

a. The General instructions to the tenderers and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer, and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

b. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. The Consultant shall be acquainted himself/themselves to each page of the tender documents and having acquainted in the general conditions of contract, technical specifications, etc.

c. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within Seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

d. **Professional Indemnity Bond:** The Consultant appointed by the Bank shall furnish a Professional Indemnity Bond for compliance to extant codal provisions.

12. Retention Money/ Security Deposit

i. The Bank will deduct 5% of the value of the work done from each payment to be made to the consultant towards Retention Money as security for the due fulfilment of the contract.

This total amount (PBG + Retention Money) will be termed as Security Deposit. On completion of the works, the consultant would be paid the amount equal to (PBG + Retention Money). The amounts retained by the RBI shall not bear any interest.

ii. 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.

iii. The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.

iv. 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** specified in the appendix hereto, 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.

13. The Consultant shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may cause the **General Manager/Deputy General Manager, Estate Department** of the Bank **or any other representatives nominated by the Employer**, to serve a notice in writing on the Consultant, rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer without prejudice to his other remedies against the Consultant.

14. The Consultant shall carry out all the work strictly in accordance with the details of the tender documents and instructions of the Bank's Engineer. The Tenderer shall have to use **materials of the makes/manufacturers specified in the list of material of approved brand and /or manufacturer contained in this tender form.**

15. A Schedule of Probable Quantities in respect of each work and Specification accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.

16. The rates quoted in the tender shall include all charges like for clearing of site before commencement as well as after completion, meters, scaffolding (single or double as the case may be), centring, staging, and pumping out water including fencing, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary plumbing and electric supply, protection of the publics and adjacent properties, safety of adjacent roads, streets, pavements, walls, houses, buildings and all other erections, matters or things and the Consultant shall take down and remove any or all such centring, scaffolding & staging etc. as occasion shall require or when ordered so to do and fully reinstate and make good all matters and things disturbed during the execution of work and to the

satisfaction of the Bank. The rates shall not include water charges and electricity consumption charges for the work as the same shall be supplied by the Bank at free of cost.

17. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. **Tenderers must quote their rates inclusive of Goods & services Tax (GST), if applicable. No claim in respect of Goods & services Tax (GST) or any other tax, duty or levy whether existing or future shall be entertained by the Employer/RBI.**

18. The Consultant should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. However, during actual execution of work, **if the quantities of any of the items of work exceeds by more than 25% of the tender quantities**, the quantities of such items executed, by the Bank and with the concurrence of the employer, in excess of **25% of the tender quantity** shall be considered **as an extra item of work for which the Consultants shall submit fresh rates supported by rate analysis with original purchase bill / vouchers etc. & worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit.** The rates for all such items of work, being current ones, **will not be eligible for price adjustment** due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the Consultant shall not be entitled to any claim on this account.

19. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Consultant and it shall be reckoned from the **14th day after written order to commence the work** is issued.

20. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Consultant fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the Conditions of Contract.

21. The Consultant shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not appear liability for any sum besides the tender amount, subject to such variations as are provided for herein.

22. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer with the prior consent in writing of the Employer.

23. The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

24. The Consultant must bear in mind that all the work shall be carried out strictly in accordance with the Specifications made by the Employer/Bank and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.

25. The successful tenderer should make his /her own arrangement to obtain all materials required for the execution of work.

26. The Consultant shall strictly comply with the provision of safety code contained in the tender form.

27. The security deposit of the successful tenderer will be forfeited, if he/she fails to comply with any of the conditions of the Contact.

28. The Consultant shall be deemed to have carefully examined the work and sited conditions including labour, the general and special conditions, the specifications, schedules and drainage 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 department but without any guarantee about its accuracy.

29. If the Consultant shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he/she shall in good time, before submitting his/her tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted, the matter will be decided according to tender conditions, in the absence of such authentic pre-clarification

30. The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more tenders at its own discretion and Consultant will have to execute orders for part of the items placed with them at the quoted rate for various item. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Consultant shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self-supporting and relevant.

31. Errors, Omission and Descriptions:

In case of errors, omissions and/or disagreement between written & scaled dimensions on the drawings or between the drawings & specifications etc., the following order of preferences shall apply:

- a. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the later shall be taken as correct.
- b. Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the later shall be adopted.
- c. In case of difference between the rates written in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.
- d. Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.

32. In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the **Dy. General Manager, Estate Department / Officer-In-Charge**, Reserve Bank of India, Jammu, whose elucidation, elaboration or decision shall be considered as authentic.

33. The Consultant shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

34. Prevention of Sexual Harassment of women at workplace:

The Contractor / Agency shall be solely responsible for full compliance with the provision of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the

Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

35. Labour License from CLC:

The consultant shall ensure that 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.

36. Consultants are advised to understand the scope of work and make availability of sufficient materials in advance to achieve the target within stipulated/scheduled time.

37. i. The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws. It is obligatory for the agency or contractor to obtain various registrations / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This has to be strictly carried out by agency or contractor. The agency or contractor shall ensure payments of Employees' State Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract labors employed by him/her/ them and submit documentary evidence (i.e. payment receipt obtained from Employees' Provident Fund Organization (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment) in respect of the same to the Bank, failing which the Bank shall deposit the same directly and adjust/deduct the amount from the dues payable to the agency or contractor along with levying penalty as per the terms and conditions of the contract. No extra payment over & above quoted rates shall be made to the agency or contractor on this account. The agency or contractor shall be responsible to comply with all statutory provisions including for ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non-compliance of labour laws including that of EPF and ESI."

ii. The successful tenderer shall comply to BOCW Act and BOCW Act, 1996, if applicable. The applicable cess will be deducted by the Bank from total payables to contractor / paid by the successful tenderer. The Security deposit will be released after ensuring payment of this cess amount.

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

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

a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

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

- c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract.
- i. failed to disclose conflict of interest
- j. failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

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

3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

39. The Consultant/ Contractor 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/ Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Consultant/ Contractor 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/ Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Consultant/ Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Consultant/ Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The Consultant/ Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

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

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 DGM (Tech)/ 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 corrected 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/Consultants 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 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 60 days and further extended to the stipulated time of tender.
- 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 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.
- 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 Consultants, 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 consultant shall raise separate bills for Bank's Office building property and Staff Quarters and as per stages mentioned below:

RA Bill no.	Stages of services to be rendered	Amount
1	Up to Sr No. A.4. of Bill of Quantity – For Office buildings Up to Sr No. B.4. of Bill of Quantity – For Staff Quarter buildings	Total amount quoted for Sr no. A.1. to A.4. in Part-II of this tender Total amount quoted for Sr no. B.1. to B.4. in Part-II of this tender
2	Up to Sr No. A.6. of Bill of Quantity – For Office buildings Up to Sr No. B.6. of Bill of Quantity – For Staff Quarter buildings	Total amount quoted for Sr no. A.5. to A.6. in Part-II of this tender Total amount quoted for Sr no. B.5. to B.6. in Part-II of this tender
3 rd and Final Bill	Up to Sr No. A.7. of Bill of Quantity – For Office buildings Up to Sr No. B.7. of Bill of Quantity – For Staff Quarter buildings	Total amount quoted for Sr no. A.7. in Part-II of this tender Total amount quoted for Sr no. B.7. in Part-II of this tender

4. 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 to 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. This amount shall be withheld/adjusted at the time of settlement of any interim bills/final bill claimed at a subsequent date to delay.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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

Sr. No.	Reference to Clauses in Conditions hereinbefore referred to Bank's Terms		
1.	Section-V, Para 10	EMD	₹24,560/- deposited through NEFT in RBI Jammu, Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero)
		Release of EMD after submission of PBG.	Entire EMD amount
2.	Section-V, Para 7	Release of Performance Bank Guarantee.	On Virtual Completion of work
3.	Section - V, Cl.12	Retention Percentage	5% from Each Bill
		Security Deposit	PBG + Retention Money
		Total Retention Money	5% of the contract value
		Period of honouring Certificates of Payments	One month for interim bills & three months for final bill.
		Interest for delayed payments	Three percent per annum subject to fulfilment of contract clauses.
4.	Section - V, Cl. 19	Date of Commencement	14 th day from date of work order.
		Period for Completion	21 weeks from the date of Commencement of work.

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

Signature of the Consultant

Date

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

APPLICATION FOR Appointment of structural consultant for conditional assessment and design check of Bank's Properties, Jammu

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 1B</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 1C</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)

*Attach a separate sheet, if require

E Mail & Contact No:-

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
		Master in Structural Engineer			
		Master in Structural Engineer			
		Master in Structural Engineer			

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)

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

Signature of the Applicant
(With Seal)

*Attach a separate sheet, if required.

E Mail-

Contact No: -



Part-II
RESERVE BANK OF INDIA
ESTATE DEPARTMENT
Jammu

Tender For

Appointment of structural consultant for conditional
assessment and design check of Bank's Properties, Jammu

(Price- Bid)

Name of Consultant: _____

Address: _____

Bill of Quantities

Appointment of structural consultant for conditional assessment and design check of Bank's Properties, Jammu

Sr No	Description	Qty	Unit	Rate (incl. of GST)	Amount
A	RBI Main Office Building & Annex Building				
1	Carrying out study and assessment of Structural system of the existing Main Office Building & Annex Building, relevant drawings, circulars, etc. available with the Department.	1	LS		
2	Carrying out detailed inspection of the Main Office Building & Annex Building including Visual Inspection to identify the location of likely defects in a structure.	1	LS		
3	Carrying out following NDTs on RCC members at desired locations, to determine quality/ strength/ other parameters, of the RCC members as per latest IS codes for respective tests:				
	a. Rebound hammer test	20	Each		
	b. Ultrasonic Pulse Velocity Test	25	Each		
	c. Cover Meter Test	35	Each		
	d. Half Cell Potential Difference Test	20	Each		
	e. Concrete Core Sampling	3	Each		
	f. Carbonation Test for Concrete	10	Each		
	g. Determination of Chloride, sulphate test and level of pH in randomly selected RCC members or as required by the site conditions.	20	Each		
4	Carrying out theoretical analysis and design verification of Main Office building & Annex Building for establishing structural soundness. The Consultant should take cognizance of the provisions of IS 15988 (latest revision) for evaluation of residential buildings and Annex buildings of Offices. For Office buildings the Consultant should take cognizance of provisions of IS 15988 (latest revision) and IS 1893 (latest revision).	1	Job		

Sr No	Description	Qty	Unit	Rate (incl. of GST)	Amount
5	Report and Interpretation: Preparation and submission of comprehensive report consisting of findings from visual inspection, test data, interpretation of results, conclusions and final recommendations; Recommending appropriate remedial measures for restrengthening of de-stressed members, if any. Two separate reports for Main Office Building shall be submitted, first for maintaining original building structure and second report considering necessary re-strengthening of existing structure for construction of an additional floor.	1	Job		
6	Preparation of Bill of Quantities for proposed restoration/ re-strengthening measures for existing building along with material specifications, drawings (if any) for specialised items. Two separate reports for Main Office Building shall be submitted, first for maintaining original building structure and second report considering necessary re-strengthening of existing structure for construction of an additional floor.	1	Job		
7	Submission of required data to Peer review agency, incorporating suggestions made by peer review agency in final BOQ & repair schemes. The Bank may appoint Peer review agency (nationally recognized technical institute) to confirm appropriateness of repair, rehabilitation, retrofitting measures as well as seismic retrofitting of structures	1	Job		
B	RBI Staff Quarters				
1	Carrying out study and assessment of Structural system of the existing Staff Quarter buildings, relevant drawings, circulars, etc. available with the Department.	1	LS		
2	Carrying out detailed inspection of the Staff Quarter buildings including Visual Inspection to identify the location of likely defects in a structure.	1	LS		

Sr No	Description	Qty	Unit	Rate (incl. of GST)	Amount
3	Carrying out following NDTs on RCC members at desired locations, to determine quality/ strength/ other parameters, of the RCC members as per latest IS codes for respective tests:				
	a. Rebound hammer test	20	Each		
	b. Ultrasonic Pulse Velocity Test	20	Each		
	c. Cover Meter Test	30	Each		
	d. Half Cell Potential Difference Test	15	Each		
	e. Concrete Core Sampling	2	Each		
	f. Carbonation Test for Concrete	15	Each		
	g. Determination of Chloride, sulphate test and level of pH in randomly selected RCC members or as required by the site conditions.	10	Each		
4	Carrying out theoretical analysis and design verification of Staff Quarter buildings for establishing structural soundness. The Consultant should take cognizance of the provisions of IS 15988 (latest revision) for evaluation of residential buildings and Annex buildings of Offices. For Office buildings the Consultant should take cognizance of provisions of IS 15988 (latest revision) and IS 1893 (latest revision).	1	Job		
5	Report and Interpretation: Preparation and submission of comprehensive report consisting of findings from visual inspection, test data, interpretation of results, conclusions and final recommendations; Recommending appropriate remedial measures for restrengthening of de-stressed members, if any.	1	Job		
6	Preparation of Bill of Quantities for proposed restoration/ re-strengthening measures for existing building along with material specifications, drawings (if any) for specialised items.	1	Job		

Sr No	Description	Qty	Unit	Rate (incl. of GST)	Amount
7	Submission of required data to Peer review agency, incorporating suggestions made by peer review agency in final BOQ & repair schemes. The Bank may appoint Peer review agency (nationally recognized technical institute) to confirm appropriateness of repair, rehabilitation, retrofitting measures as well as seismic retrofitting of structures	1	Job		
Total of items at A.1 to A.7 & B.1 to B.7 (Inclusive of GST)					

Place:

Signature of Consultant (With Seal)

Date:

E Mail:

Contact No.: