



भारतीय रिजर्व बैंक Reserve Bank of India
संपदा विभाग Estate Department
बेंगलूरु Bengaluru

निविदा आमंत्रण सूचना

भारतीय रिजर्व बैंक, बेंगलूरु ने भारतीय रिजर्व बैंक के अधिकारियों के क्वार्टर, कपिला ब्लॉक, केएचबी गेम्स विलेज, कोरमंगला, बेंगलूरु के चार टावरों की संरचनात्मक स्थिति का आकलन और मरम्मत/पुनर्वास योजना (चरणवार) के लिए पात्र विक्रेताओं से एमएसटीसी वेबसाइट के माध्यम से ई-टेंडर आमंत्रित करता है। विस्तृत निविदा सूचना के साथ ई-टेंडर एमएसटीसी वेबसाइट <https://www.mstcecommerce.com/eprocn> और आरबीआई की वेबसाइट <https://www.rbi.org.in> पर "टेंडर" मेनू के अंतर्गत उपलब्ध है।

2. सभी सूचीबद्ध बोलीदाताओं को ई-निविदा प्रक्रिया में भाग लेने के लिए एमएसटीसी वेबसाइट पर स्वयं को पंजीकृत करना होगा।
3. कार्य की अनुमानित लागत **₹40.24 लाख (चालीस लाख चौबीस हजार रुपये मात्र)** है, हालांकि वास्तविक राशि भिन्न हो सकती है।
4. ई-निविदा प्रक्रिया का कार्यक्रम निम्नानुसार है:

क	ई-निविदा सं.	RBI/Bangalore Regional Office/Estate/51/25-26/ET/772
ख	निविदा का तरीका	ई-खरीद प्रणाली (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली के माध्यम से) (www.mstcecommerce.com/eprocn)
ग	वह तिथि जिससे निविदा दस्तावेज पार्टियों के लिए डाउनलोड हेतु उपलब्ध होगा	30 दिसंबर, 2025; दोपहर 12.00 बजे से
घ	बोली आरंभ तिथि	30 दिसंबर, 2025; दोपहर 12.00 बजे से
ङ	बोली-पूर्व बैठक	06 जनवरी, 2026 को सुबह 11.00 बजे
च	निविदा प्रस्तुत करने की अंतिम तिथि	20 जनवरी, 2026; सुबह 10.00 बजे तक
छ	निविदा के भाग I (तकनीकी बोली) के खुलने की तिथि	20 जनवरी, 2026; 11:00 सुबह
ज	ईमानदारी जमा राशि (EMD)	₹80,500/- (अस्सी हजार पाँचसौ रुपये मात्र) सभी बोलीदाताओं द्वारा जमा की जानी चाहिए।

5. भाग-I में निर्धारित सभी मानदंडों को पूरा करने वाले निविदाकारों/बोली लगाने वालों से ही संबंधित भाग-II अर्थात कीमत बोली को उसी दिन या बाद की तारीख में, बैंक द्वारा यथासूचित, खोला जाएगा। बैंक के पास बिना कोई कारण बताए किसी भी या सभी ई-निविदाओं को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है।



टिप्पणी: सभी निविदाकर्ता कृपया ध्यान दें कि ई-निविदा में कोई भी संशोधन / सुधार भविष्य में किए जाने पर, यदि कोई हों, उन्हें सिर्फ आरबीआई और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा और अखबार में प्रकाशित नहीं किया जाएगा।

महाप्रबंधक प्रभारी अधिकारी
भारतीय रिजर्व बैंक
बेंगलुरु



Request for Proposal (RFP)

for

Structural Condition Assessment and repairs/rehabilitation scheme (stage wise) of four towers of RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru

The Regional Director, Reserve Bank of India, Estate Department, Bengaluru invites request for proposal from the **eligible** structural consultant for stage I work: Structural condition assessment through non-destructive tests and

Stage II work: Detailed repairs scheme, etc. Periodical site supervision and certification in case of repairs, structural stability as per details specified in scope of work.

1. Date, time & venue of pre-bid meeting (offline): **January 06, 2026, at 11.00 AM** at 2nd Floor, Estate Department, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001.
2. Last date and time for submission of RFPs: Up to **January 20, 2026, 10.00 AM**.
3. RBI reserves the right to accept any or reject all the offers without assigning any reasons and no correspondence will be entertained in this regard.

Address

The Regional Director,
Estate Department, 2nd floor,
Main Office Building,
Reserve Bank of India,
10-38, Nrupathunga Road,
Bengaluru-560001



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BENGALURU**

**Request for Proposal (RFP)
for**

Structural Condition Assessment and repairs/ rehabilitation scheme (stage wise) of four towers of RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru

Part-I (Techno-Commercial Bid)

(Containing Section-I to Section-VII)

Name of Consultant: _____

Address: _____

Start Date of Submission of RFP	December 30, 2025; 12.00 PM onwards
Date of opening of Part-I	January 20, 2026 at 11.00 AM.

Schedule of Bid

RFP	online mode e-Procurement System (Online: Part I - Techno-Commercial Bid and Part II - Price Bid through (www.mstcecommerce.com/eprocn/rbi)
Event number	RBI/Bangalore Regional Office/Estate/51/25-26/ ET/772
Date and time from which bidding starts	December 30, 2025; 12.00 PM onwards
Last date for submission of Bids together with Earnest Money Deposit	January 20, 2026; till 10.00 AM
Date and time of opening RFP (Techno-commercial Bids & price Bids)	January 20, 2026 at 11:00 AM
Address for submission of Bids	Regional Director, Estate Department, 2 nd floor, Main Office Building, Reserve Bank of India, 10- 38, Nrupathunga Road, Bengaluru-560001
Address for Communication	Regional Director, Estate Department, 2 nd floor, Main Office Building, Reserve Bank of India, 10- 38, Nrupathunga Road, Bengaluru-560001
Validity period of the bid	90 days , from the date of opening of Price Bid.

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

Structural Condition Assessment and repairs/ rehabilitation scheme (stage wise) of four towers of RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru

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DISCLAIMER

Reserve Bank of India, Estate Department, Bengaluru, has prepared this document to give background information on the Project 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 in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries, and they do not rely only on the information provided by RBI in submitting the RFP. 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
FORM OF RFP

Place:

Date:

Regional Director
Estate Department
Reserve Bank of India
Bengaluru - 560001

Madam / Dear Sir,

Having read and examined the Notice Inviting RFP, 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 quotation for Structural Consultant towards the scope work mentioned in the RFP/RFP 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	<u>Structural Condition Assessment and repairs/ rehabilitation scheme (stage wise) of four towers of RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru</u>
(b)	Estimate cost of the work	₹40.24 lakh
(b)	Date of commencement	10 th date from the date of issue of work order to commence the services.
(c)	Time for completion of the work	Stage I works: 3 months. Stage II (a) works: 2 months Stage II(b) works: 18 visits (days) during the execution of works
(d)	Compensation for delay in providing the services	Compensation at the rate of 0.25 % of the contract amount per week, shall be recovered for delay in completing the activities subject to maximum 10% of the contract amount.

(e)	EMD	<p><u>₹80,500/- (Rupees Eighty thousand five hundred only)</u> <u>in the form of DD or Bank Guarantee (BG) issue by a</u> <u>Scheduled Bank (validity of BG at least up to validity</u> <u>of bid)</u>, drawn in favor of Reserve Bank of India, Bengaluru to be delivered in physical form at Estate Department., Reserve Bank of India, 10 - 38, Nrupathunga Road, Bengaluru - 560001</p> <p>OR</p> <p><u>NEFT- ₹80,500/- (Rupees Eighty thousand five hundred only) towards</u> Beneficiary Name: Reserve Bank of India, Bengaluru IFSC: RBIS0BGPA01 Account No: 8692299</p>
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I / We agree to

1. Should the quotation be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here so far as they may be applicable.

2. Our Bankers are: (Full Address)

(i)	
(ii)	

3. Names of Partners of our firm are:

(i)	
(ii)	

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

Yours faithfully,

Signature of Consultant:

Signature, Name and Addresses of Witnesses:

01. _____

02. _____

Section-II

General Rules and Instructions to the Bidders

1. Bank invites RFP in two parts (**Part I** comprising of EMD, technical bid/details, designs, literature, scheme of condition assessment, etc. and **Part II** comprising of price bid) should be submitted online as e-RFP using digital signature not later than the **date and time for submission** of the RFP/ bid (as specified in schedule 'E'). RFP inviting authority and name of work and office are specified in **schedule 'E'**. No RFP will be accepted after the specified date and time for submission of RFP under any circumstances whatsoever.

2. The price bid (Part II) of only those consultants who are found to be technically qualified in accordance with the pre-qualification criteria given in schedule 'E', will be opened.

3. Bids shall be submitted online e-RFP mode only and those received in physical form or by e-mail and those received late will not be entertained. The intending bidders are advised to follow the **important instructions of e-RFP** specified in **Schedule 'H'** and must have valid class III digital signature to submit the bid.

4. Documents comprising Request for Proposal / Bid on e-RFP mode

Part I: (Techno-Commercial Bid).

- (i) Form of RFP / Bid with all enclosures duly signed
- (ii) Pre-qualification details as specified in schedule E (in the formats provided in this document) along with substantiating documents mentioned therein
- (iii) Earnest Money Deposit (EMD) / Bid Security in approved format as specified in schedule 'E'.
- (iv) Power of Attorney (as per proforma annexed hereto) in favour of person signing the bid documents.
- (v) Duly filled-in and digitally signed RFP document consisting of:
 - (a) Entire RFP document - Section I to Section IX.
 - (b) All formats towards, annexed hereto duly filled-in along with relevant supporting documents.
 - (c) Complete design/scheme for taking up structural condition assessment of all towers including number of Non-destructive tests proposed, etc. accepted by the Bank as per **addendum issued after the Prebid meeting**.

Part II: (Price-Bid): Schedule of quantities, duly filled-in online.

5. Clarifications and pre-bid meeting

All the bidders should:

- (i) If they have any doubt as to the meaning of any portion of the general rules and instructions to bidders, general conditions, or the special conditions or the scope of the work or the specifications and drawings (if any) or any other matter concerning the work mentioned in the RFP document and

(ii) Inspect the site of work and indicate the proposed methodology of structural condition assessment (which shall be in line with scope of work specified in RFP) along with the **list of number and type of non-destructive tests to be conducted on RC members for complete assessment** all towers (Building block No I to IV) in line with the scope of work and specifications given in RFP in good time, before the scheduled date of pre-bid meeting put forth the particulars thereof and submit them to the Bank, in writing, addressed to the RFP inviting authority, specified in Schedule 'E' in order that such doubts, number of tests may be clarified authoritatively during pre-bid meeting and shall be conveyed to all the bidders in due course. Once a RFP is submitted, the matter will be decided according to the RFP conditions in the absence of such authentic pre-clarification.

(iii) In view of points mentioned above at (i) and (ii) and to explain the scope of work, other details and to clarify any issues / queries raised by the bidders, etc. a **pre-bid meeting** shall be arranged on **the date, time and venue specified in Schedule 'E'**. The bidders are advised to peruse the RFP documents and visit the site and **submit any matter requiring clarification and details on number and type of non-destructive tests at Para (ii) above** to the Bank latest by **17:00 hrs** on the previous working day of the pre-bid meeting. In case the bidder wishes to include any condition(s) while -submitting RFP for the work, he shall submit the same before the pre-bid meeting to enable the Bank to examine / consider the same. The bank's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the bids. All the bidders are advised to attend the pre-bid meeting in their own interest. Any bid received with any deviation / condition is liable for rejection.

6. Amendment to RFP documents:

(i) At any time prior to the deadline for the submission of RFP / bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by an intending bidder, modify any part of the RFP document by an amendment and will be uploaded on website.

(ii) The said amendment in the form of the addendum / corrigendum will be made available on the website of the Bank to all the intending bidders to whom the RFP documents were issued online and this communication will be in writing and same shall be binding on the bidders. The intending bidders should promptly acknowledge receipt of the addendum / corrigendum by fax / courier / e-mail to the Bank. Such addendum(s) / corrigendum(s), if any, issued by the Bank will form part of the contract document.

(iii) To afford the intending bidders reasonable time for preparing and submitting their bids after considering such amendments, the Bank may, at its discretion, extend the deadline for submission of bids.

7. Amount quoted and schedule of payment: The intending bidders should note that unless otherwise stated, the RFP is strictly on lump sum quoted amount basis and her / his / their attention is drawn to the fact that the amount quoted should be correct, workable and self-supporting based on payment for each stage of work specified in the time schedule/schedule of payment. Quoted amount shall remain firm for scope of services specified for the contract period.

8. Preparation of bid and cost of bidding:

(i) The intending bidders shall obtain for himself on his own liability and at his own expenses all the information which may be necessary for the purpose of making a RFP and for entering into a contract and must examine the drawings (if any) and must inspect the site of the work and acquaint himself

/ himself / themselves with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

(ii) The consultant shall be deemed to have carefully examined the RFP documents including pre-qualification criteria and site conditions including labor, the general and special conditions, the specifications, schedules and drawings (if any) 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 RFP. In this regard, she / he / they will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy.

9. Format to be used:

The bidder shall fill-up and submit only the RFP forms / formats issued (online) by the Bank, stating at what rate she / he / they is / are willing to undertake each item of the work. Bidders, who propose any alteration in the work specified in the said form of invitation to RFP, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.

10. Filling of rates

Amount should be quoted for item of work/s online as specified in the instructions to e-RFP in the Price Bid/Schedule of Quantity. No advice of any change in rate or conditions after the opening of the RFP will be entertained.

11. Earnest Money Deposit (EMD) / Bid security:

(i) The bidders are required to submit Earnest Money Deposit (EMD) / Bid Security for an amount and in the manner as specified in Schedule 'E'.

(ii) A tender which is not accompanied by EMD in the form Bank Guarantee, Demand Draft or proof of payment of the EMD amount vide NEFT/ RTGS will not be considered.

(iii) EMD of the unsuccessful bidders shall be refunded/returned without any interest. The Earnest Money Deposit (EMD) paid by the successful bidder will be released after the virtual completion of the work. No interest shall be paid on the said deposit.

12. Signing of bid, Power of Attorney:

(i) Each of the RFP documents should be digitally signed as per instruction of e-RFP specified in **Schedule 'H'** hereto by the person or persons submitting the RFP for having acquainted herself / himself / themselves with the General Rules and Instructions to bidders including prequalification criteria, General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc., as laid down.

(ii) The RFP submitted online on behalf of a firm must be digitally signed as per instructions of e-

RFP specified in **Schedule 'H'**, it must be digitally signed on her / his / their behalf by a person holding a power of attorney authorizing her / him to do so, such power of attorney to be uploaded along with the RFP, or it must be digitally signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly

registered under the Indian Partnership Act, 1952. Otherwise, the RFP may be rejected by the Bank.

(iii) Bidders shall submit online along with Part-I of the RFP, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favor of the person digitally signing the bid documents authorizing her / him to sign the bid documents, make corrections / modifications thereto and interacting with the Bank and act as the contact person. The proforma of the power of attorney is annexed hereto.

13. Modification / substitution / withdrawal of bids:

(i) No modification or substitution of the submitted bid shall be allowed after the due date and time of submission of the RFP.

(ii) A bidder may withdraw her / his / their submitted bid, provided that written notice of the withdrawal is received by Bank before the last date for submission of bids. In case a bidder wants to resubmit her / his / their bid, she / he / they shall submit within the due date a fresh bid following all the applicable conditions.

14. Bid due date:

(i) Bids should be submitted online as specified in the instructions to e-RFP on or before the stipulated time and date as specified in **Schedule 'E'**.

(ii) The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.

15. Late Bids:

No bid will be received after the due date / last date and time specified for submission of bids in **schedule 'E'** or after the extended due date if any.

16. Opening of bids:

Duly filled RFP Part I (**Techno-Commercial Bid**), accompanied by EMD, pre-qualification details filled in the formats specified hereinafter in Schedule E and substantiating documents mentioned therein, technical details, literature, design/scheme for taking up structural condition assessment of all listed structures, including number/type of Non-destructive tests proposed, scheme of condition assessment, etc., called Part I of the RFP, will be opened on **e-RFP mode** on the time and date, as specified in **Schedule 'E'**, by the RFP inviting authority at his office, as specified in **Schedule 'E'**. Duly filled-in RFP Part - II, of those bidders, who are found qualified after scrutiny of Part I of the RFP documents only will be opened on the time and date, as specified in **Schedule 'E'**, by the RFP inviting authority at his office, as specified in **Schedule**.

17. Bid validity:

RFPs shall remain open to acceptance by the Bank for a period as specified in **Schedule 'E'** from the date of opening of the Part-I of the RFP which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the RFP during this period.

18. Clarification & Evaluation of bids:

Bank after opening the bids would examine and evaluate the bids as below:

(i) Only those RFPs, which meet the criteria set out in this RFP shall be processed further. After verification of the correctness / legality and adequacy of the information and supporting documents furnished, etc. and price-bids of only those bidders who are technically qualified as per **Part I of RFP** shall be opened.

(ii) The price-bids of unqualified bidders will not be opened, and no communication will be sent in this regard.

(iii) Amount quoted for each item shall be considered during verification / scrutiny.

(iv) To assist in the examination, evaluation and comparison of the bid, the Bank may ask the 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 during the evaluation of bids in accordance with RFP clauses.

(v) In the case of any RFP where amount quoted/ unit rate of any item(s) appears unrealistic, such RFP will be considered as unbalanced and in case the Tenderer is unable to provide satisfactory explanation, such a RFP is liable to be disqualified and rejected.

(vi) In case the lowest tendered amount (worked out based on quoted rates 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 RFP amount which shall be applicable on all RFP items except buy-back amount. The lowest RFP shall be decided based on the 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.

(vii) 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 Bank shall decide future course of action which shall be final and binding on all the bidders.

19. Acceptance of RFP and award of work, Execution of Agreement:

On receipt of intimation from the Bank of the acceptance of her / his / their RFP, the successful bidder shall be bound to implement the contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement provided at Section VI. Further, the written acceptance by the Bank of a RFP will constitute a binding contract between the Bank and the person so tendering, whether such formal agreement is or is not executed subsequently.

20. Retention Money / Security Deposit:

(i) As security for the due fulfillment of the contract by the consultant, 5% of the value of the bill paid for services rendered will be deducted by the Bank from each payment towards Retention Money in addition to Earnest Money Deposit (EMD), this is termed as security deposit (Security Deposit = EMD + Retention Money).

(ii) The Earnest Money Deposit (EMD) paid by the successful bidder will be released after the virtual completion of the work. No interest shall be paid on the said deposit.

(iii) The Bank will release this Retention Money after successful completion of defect liability period of the contract for Repair and rehabilitation scheme for the entire list of structures or after the successful closure of the contract with consultant on completion of stage I (in case Bank decides for not to restore/ rehabilitate the structures), whichever is earlier. The amounts retained by the Bank shall not bear any interest.

(iv) Any compensation or other sums of money payable by the consultant to the Bank 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.

(v) The Security Deposit of the successful bidder will be forfeited if she / he / they fail(s) to comply with any of the conditions of the contract.

21. Taxes / duties/ levies:

Goods and Service Tax (GST), purchase tax, turnover tax, Excise duty or any other tax applicable in respect of this contract shall be payable by the consultant and the Bank will not entertain any claim whatsoever in respect of the same.

22. Time for completion of work:

Time allowed for carrying out the work in stages as mentioned in the **Schedule 'E'** shall be strictly observed by the Consultant and it shall be reckoned from the **10th day** from the date of the written order to commence the work. **Bank on the basis of outcome of stage I work, i.e., if the structural repair is not economical, Bank may close the contract with Stage I work or otherwise it may continue with stage II (a) or (b) works. Decision of the Bank in this regard is final and binding.**

23. Work Programme:

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 relevant clause of the General Conditions of Contract. The Consultant shall, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Engineer-in-charge.

24. Bank's right to accept or reject any or all the bids: Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any bid at any time prior to the award of contract without thereby incurring any liability to the affected bidder or bidders. The Bank shall not assign any reason for the rejection of any or all bids.

25. The Reserve Bank of India also reserves the right to sub-divide the work mentioned in the RFP, amongst two or more Consultants at its own discretion and the Consultant will have to execute orders for part of the items placed with them at the quoted rates. 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. In this context, the rates quoted for each additional item (if any) must be self-supporting and relevant.

26. Any amendments/ corrigendum to the RFP, if any, issued in future will only be notified on the RBI website and MSTC website / e-mail, if necessary, only.

I / We hereby declare that I / we have read and understood the above instructions.

Signature of the bidder with seal

Date

Section-III

General Conditions of Contract (GCC)

Definitions	1	The Contract means all the documents forming the RFP and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the competent authority on behalf of the Employer and the Consultant/Consultant , together with the documents referred to therein including the General Conditions, Special Conditions, General rules and instructions to bidders, the Technical specifications, designs, drawings, (if any) correspondences exchanged and instructions issued from time to time by the Engineer-in-Charge. All these documents taken together, shall be deemed to form one contract and shall be complementary to one another.	
	2	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.	
		i)	Employer shall mean The Reserve Bank of India and shall include its assignees and successors
		ii)	RBI shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai – 400001 and having its Regional Offices at various places.
		iii)	“Engineer” Shall means the person appointed by the Employer to act as Engineer for the purpose of the contract and named as such in the conditions.
		iv)	The Engineer-in-charge 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.
		v)	The Authorized representatives of Engineer-in-charge (General Manager (Tech) / Manager (Tech)/ JE(Civil)) means the Engineer officers employed and paid by the Employer and acting under the orders of the Employer who shall supervise day to day execution of work under the direction and guidance of Engineer-in-Charge.
		vi)	“Consultant” (a) In the case of a partnership firm; “Consultant” shall meanand..... partners in the name and style.....

			<p>.....and having a place of business at.....an</p> <p>d shall include the partners for the time being of the said firm the legal representatives of a deceased partner.</p> <p>(b) In the case of Individual “Consultant” shall mean Shri</p> <p>.....</p> <p>.....trading in the name and style of</p> <p>.....</p> <p>.....and shall include its heirs, successors and legal representatives.</p> <p>(c) In the case of company; “Consultant” shall mean</p> <p>.....</p> <p>..... a company incorporated under19/20.....and having its registered office at</p> <p>.....</p> <p>and shall include his successors and assigns.</p>
		vii)	<p>The expression works or work shall, unless there be something either in the subject or context repugnant to such renovation /construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional, as defined in herein.</p>
		viii)	<p>The Site shall mean the land/or other places on, into or through which work is to be executed under the contract including any building and erections thereon or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract, as defined herein.</p>
		ix)	<p>RFP document shall mean document named as such issued/ uploaded by the Employer to the bidders for inviting Bids for the structural consultancy work</p>

		x)	“RFP” Means The Consultant’s priced offer to the Employer for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
		xi)	“Letter of acceptance” Means the formal acceptance by the employer of the RFP
		xii)	Day shall mean Calendar Day of Gregorian calendar
		xiii)	Working day shall mean the days when Employer’s office is working i.e., Days excluding Public holidays, Saturdays and Sundays
		xiv)	Month shall mean the calendar month of Gregorian calendar.
		xv)	Year shall mean Calendar Year of Gregorian calendar.
		xvi)	Bidder (s) shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the RFP document.
		xvii)	Sub-Consultant means the person or persons, firm or company engaged by the Consultant for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Employer
		xviii)	“Specification” Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Consultant and approved by the Engineer.
		xix)	“Bill of Quantities” Means the priced and completed bill of quantities forming the part of RFP
		xx)	Contract Price or Contract Amount shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned in the Schedule of quantities (Price Bid) and as accepted by the Employer and indicated in the letter of award of work.
		xxi)	Contract Period shall mean the period specified in the RFP document for execution of the contract/ completion of the work, including any authorized extended period by the Employer
		xxii)	Contract Agreement shall mean the agreement signed between the Consultant and the Employer for the execution of the Project.
		xxiii)	Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or

			otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. <i>The communication delivered by any accepted electronic means such as e-mail shall also be deemed to be a written notice.</i>
		xxiv)	Act of Insolvency shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any latest Act amending such original.
		xxv)	Manufacturer refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
		xxvi)	Consultant's Works shall mean and include the land and other places which are used by the CONSULTANT or SUB-CONSULTANT for the manufacture of "Equipment" or performing the "Works".
		xxvii)	Market Rate shall be the rate as decided by the Engineer-in-Charge based on the cost of materials and Labor at the site where the work is to be executed plus the percentage mentioned in herein to cover all overheads and profits.
Sufficiency of RFP	3	The Consultant shall be deemed to have satisfied himself before RFPing as to the correctness and sufficiency of his RFP for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.	
Discrepancies and Adjustment of Errors (order of preference)	4	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings (if any) being followed in preference to small scale drawing (if any) and figured dimensions in preference to scale and special conditions in preference to General Conditions.	
	5.1	In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings (if any), the following order of preference shall be observed:	
		i)	Description of Schedule of Quantities.
		ii)	Particular Specification, if any
		iii)	Special Conditions of contract

		iv)	Drawings, if any
		v)	General Specifications.
		vi)	Indian Standard Specifications of B.I.S or other relevant standard codes
	5.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the herein shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Consultant.	
	5.3	If there is a discrepancy between actual scaled drawing (if any) and written dimension (or description) on a drawing (if any), the latter shall be followed.	
	5.4	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with standard method of measurement. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under clause 12 hereof shall be added to or deducted from the Contract amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the Consultant's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release the Consultant from the execution of the whole or any part of the works comprised therein according to drawings (if any) and specifications or from any of his obligations under the contract.	
Signing of Contract	6	The successful Tenderer/Consultant, on acceptance of his RFP by the Employer, shall, within 14 days from the stipulated date of start of the work, sign the contract consisting of: -	
		i)	Articles of agreement on non-judicial stamp paper/s of appropriate values (The cost of the stamp paper/s shall be borne by the Consultant. One Certified copy of the agreement will be handed over to the Consultant by the Employer)
		ii)	The notice inviting RFP, all the documents including drawings, (if any) forming the RFP as issued at the time of invitation of RFP and acceptance thereof together with any correspondence leading thereto.
		No payment for the work done will be made unless contract is signed by the Consultant.	

7. Access to works: The Employer, the Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Consultant shall give every facility to the Employer, the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Employer or the Bank's Engineer except the representatives of public authorities shall be allowed on the works at any time.

8. Certificate of Virtual Completion: The works shall not be considered as completed until the Bank's Engineer has certified in writing / e-mail that they have been virtually completed.

9. Schedule of Probable Quantities and Quoted Rates: A "Schedule of Probable Quantities" in respect of each work and specifications accompany these Conditions. The Schedule of Probable Quantities is liable to alteration, omissions, deductions or additions at the discretion of the Employer. Each RFP 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 totaled in order to show the aggregate value of the entire RFP. Not only shall the aggregate value of the entire RFP be reasonable, workable, and self-supporting but also the quoted rates for each and every item of work shall be reasonable, workable and self-supporting in order to cope up with the aforesaid alterations etc., (if any) to the schedule of probable quantities. The Bank may also at its discretion request for quoted rate of a particular item / items along with self-supporting documents for its scrutiny and the Tenderer shall submit the same.

10. The Consultant should note that unless otherwise stated, the RFP is strictly on amount quoted and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting.

11. Variations to be approved by the Employer:

If any variation is executed upon the directions of Engineer-in-Charge as per clause 11 hereof, the Consultant shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by Employer shall form a supplementary RFP. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

12. Prices for extras etc. ascertainment of:

The Consultant may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from or vary the works shown upon the drawings (if any), or described in the specifications, or included in the Schedule of quantities, but the Consultant shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause 11 hereof or by the authority of the Bank's Engineer with the concurrence of the employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

(i) The net rates or prices in the RFP shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.

a) The net prices of the original RFP shall determine the value of the items omitted if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (b) hereof.

b) Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate of price contained in the Priced Schedule of Quantities or RFP or for any item of the works involves loss or expense beyond that reasonably contemplated by the Consultant or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances it shall think reasonable and proper with the prior approval in writing of the Employer.

c) The measurement and valuation in respect of the contract shall be completed within the "Period of final measurements" stated in the SOT or if not stated then within three months of the completion of the Contract works.

d) It is further, clarified that for all such authorized extra items / variation where rates cannot be derived from RFP, the Consultant shall submit rates, supported by rate analysis worked on the "actual cost basis", plus 15% towards establishment charges, Consultant's overheads and profit. Such items will not be eligible for escalation, if any.

e) The Consultant should note that unless otherwise stated the RFP is strictly on item rate 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 the actual execution of the work if the quantities exceeds by more than 25% of the RFP quantities, the quantity of such items executed, by the authority of the Engineer of the project and with the concurrence of the employer, in excess of 25% of the RFP quantity shall be considered as extra item / variation of work for which Consultant shall submit fresh rates supported by rate analysis worked on actual cost basis plus 15% towards the establishment charges, Consultants overhead & 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 or materials and Labor rates as per escalation formula, if any, given in the RFP. If any of the items of work is omitted from the accepted RFP at the sole discretion of employer, the Consultant shall not be entitled to any claim on this account.

13. Assignment / Sub-letting the contract:

(i) The whole of the works / services included in the contract shall be executed by the consultant. 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 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.

(ii) The Consultant shall carry out all the work strictly in accordance with details and instructions of the Employer. If in the opinion of the Employer, changes have to be made in the design and they desire the Consultant to carry out the same, the Consultant shall carry out the same without any extra charge. The Employer's decision in such cases shall be final and shall not be open to arbitration.

(iii) The Tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a RFP and for entering into a contract and must examine the specifications and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

14. Settlement of disputes through arbitration:

(i) All disputes and difference of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months / 1 year from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Bank with respect to any of the exempted matter shall be final and without appeal. But if the Consultant be dissatisfied on any other matter, the Consultant may within 28 days after receiving notice of such decision upon, shall submit in writing for arbitration. Such written notice shall specify the matters, which are in dispute of difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

(ii) The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the exempted matters, referred to in the preceding Clause, and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

(iii) The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement of compromise.

(iv) Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between party and party and shall direct by whom and whom and in what matter the same shall be borne and paid.

(v) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Consultant shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Consultant of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Consultant hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

(vi) Competent Authority for referring the dispute shall be Regional Director / Chief General Manager-in-Charge, Reserve Bank of India, Bengaluru.

(vii) The venue of arbitration shall be Bengaluru, Karnataka, India.

(viii) Further, all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru and only Courts in Bengaluru shall have jurisdiction to determine the same.

15. Right of Technical Scrutiny of Final Bill:

The Employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the employer and the final bill of the Consultant including all supporting vouchers, abstracts, etc. If as a result of this examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recovery the sum from any payment due to the Consultant for this works or any other works being carried out by the Consultants elsewhere under the RESERVE BANK OF INDIA.

16. Other persons employed by Employer:

The Employer reserves the right with the concurrence of the Bank's Engineer to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Consultant shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Consultant shall not be responsible for any damage or delay which may happen to or occasioned by such work.

17. Stores and Test Equipment/ Materials, etc. at Site:

(i) Test Equipment/ materials required for the works are to be deposited by the Consultant only in places to be indicated by the Engineer-in-Charge. The Engineer-in-Charge shall have a right at any time to inspect and examine any stores and test **equipment/** materials intended to be used in or on the works either on the site or at any factory or workshops or laboratory or other places where such stores or test equipment materials are being constructed or manufactured or processed or any place from where they are being obtained and the Consultant shall give such facilities as required to be given for such inspection and examination.

(ii) Any stores and Test Equipment materials brought to site for use on the work shall not be removed off the site without prior written approval of the Engineer-in-Charge, but on final completion of the work, the Consultant shall at his own expenses remove from the site all surplus stores and materials originally brought by him.

18. Measurement of works:

i) The Bank's Engineer may from time to time intimate to the Consultant and the Employer that he requires the works to be measured and the Consultant shall forthwith attend or send a qualified agent to assist the Bank's Engineer or the Bank's Engineer's representative or the Asst Manager(Tech)/Manager (Tech)/ JE (Civil) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the Consultant not attend or neglect or omit to send such an agent, then the measurements taken by the Bank's Engineer or a persons approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

ii) The Consultant or his Agent may at the time of measurement take such notes and measurements as he may require.

iii) All authorized extra works, omissions and all variations made with the Bank's Engineer's knowledge, or subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

iv)Measurements for all hidden items once taken jointly and so accepted by the Tenderer in the bills, in writing shall be final and binding. No re-recording of measurements for hidden items of work will be permitted.

v) The Consultant shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of the work. All measuring tapes (of steel), scaffolding and ladders which may be required for taking measurements shall be supplied by the Consultant.

19. Insurance in respect to damages to persons and property

(i) The Consultant shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Consultant or any Sub-Consultant or any nominated Sub-Consultant or any of their employees. The liability under this clause shall cover also, inter-alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The Consultant shall also be responsible for any damage caused to the building and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The Consultant shall, indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

(ii) The Consultant shall, at his own expense, effect and maintain under this contract, with an insurance company approved by the Employer, an **All Risk Policy** for Insurance for the full amount of the contract in the joint names of the employer and the Consultant (the name of the former being placed first in the policy) against all risk policy for Consultants and deposit such policy or policies with the employer before commencing the works.

(iii) The Consultant shall reinstate all damage of every sort mentioned in this Clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property of third parties.

(iv) The Consultant shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the Consultant (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. **The minimum limit of the coverage under the policy shall be ₹2 lakh per person for any one accident or occurrence and ₹5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of ₹10 lakh.** The Consultant shall also indemnify the employer against all claim which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract at Common Law in respect of any employee of the Consultant or of Sub-Consultant and shall at his own expense effect or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

(v) In the default of the Consultant insuring as providing above, the employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the Consultant.

(vi) The Consultant shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

(vii) The Consultant shall also indemnify and keep Indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

(viii) Without prejudice to the other rights of the employer against consultant in respect of such default, the employer shall be entitled to deduct from any sums payable to the Consultant the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable to the Consultant under this clause.

(ix) The Consultant shall upon settlement by the insurer pursuant to a policy taken under this clause, proceed with due diligence to re-build or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Consultant and the Consultant shall not be entitled to any further payment in respect of the expenditure incurred for re-building or repairing of the materials or goods destroyed or damaged.

(x) The Consultant, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall, however, not be

entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

(xi) Without prejudice to his liability under this clause, the Consultant shall also cause all nominated sub-Consultants to effect, for their respective portions of the works, similar policies of insurance in

accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The Consultant shall not permit a nominated sub-Consultant to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-Consultant to take out such a policy of insurance before commencing the works at the site, the Consultant shall be responsible for any claim or damage attributable to the said sub-Consultant.

(xii) The rates quoted in the RFP shall include all costs of insurance premiums to be paid in respect of **CAR policy, Workmen compensation, and Third-party liabilities**. NO WORK SHALL START WITHOUT THE CONSULTANT SUBMITTING THE INSURANCE POLICIES AND THEY SHALL BE SUBMITTED WITHIN **TEN DAYS** OF ISSUE OF WORK ORDER BY THE BANK. The rates quoted in the RFP shall also include all costs of obtaining Labor licenses, police verifications for the workmen and supervisors who may be required to work inside the security area of the Bank's office building, obtaining bank guarantees.

(xiii) All policies shall be taken before the commencement of work and shall be maintained without any gap till the successful completion of the defect liability period of the contract or in case, Bank decides to foreclose the contract at any stage, up to the completion of the corresponding stage, whichever is earlier. The amount retained by the Bank shall not bear any interest.

20. Tendered Rates:

- (i) The rates shall be firm and shall not be subject to exchange variations, Labor conditions, transportation, fluctuations in railway freights or any conditions whatsoever during the entire period of execution of the work. Tenderer The rates for each item in Part II (Price bid) in MSTC portal shall be quoted excluding GST. Total amount including GST shall be automatically calculated by the MSTC Portal and the total amount for all the items including GST will be taken as the contract value. Each invoice/ bid shall indicate among other things, the contractor's PAN and GST registration number. Any change in GST on services contract will be adjusted. The contract value will also be subject to TDS/ without tax as per statute. While submitting the bill/ invoice for the work, the contractor shall clearly indicate the various components of GST involved in the work value. All applicable taxes/ duties/ levies payable by the consultant as per statutes shall be paid by the consultant.
- (ii) However, if any further tax or levy is imposed by Statute, after the last date of the receipt of RFP and the Consultant thereupon necessarily and properly pays such taxes / levies, the Consultant shall be reimbursed the amount so paid subject to submission of necessary proof/documentation. The Consultant shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary.

21. Completion Period and Extension of Time:

- (i) The time allowed for carrying out the services in stages as mentioned in the Memorandum / schedule of time shall be strictly observed by the consultant and it shall be reckoned from the 10th day after written order to commence the work is issued. The said 10th day will be the scheduled date of commencement of the work.
- (ii) The work shall throughout the stipulated period of the contract be proceeded with all due diligence and completed on the scheduled date of completion i.e., the date on which the time-period allowed for carrying out and completing the work as mentioned in the memorandum hereinbefore expires after scheduled date of commencement.

(iii) If the Consultant fails to complete the work within the specified period as mentioned in the RFP

/ or as per the extension of time granted by the Bank, he shall be liable to pay compensation to the Employer as defined in relevant clause above.

- (iv) The Consultant may note that majority of the site testing works shall be carried out in occupied residential building/quarters. Hence, if the works may need to be carried out by the Consultant with minimum disturbance and wherever the site work beyond working hours / night with

approval of the Bank's Engineer and on holidays (excluding national holidays) including Sundays, no additional claim over the quoted rates shall be entertained.

- (v) The work shall throughout the stipulated period of the contract be proceeded with all due diligence and completed on the scheduled date of completion i.e. the date on which the time-period allowed for carrying out and completing the work as mentioned in the memorandum hereinbefore expires after scheduled date of commencement.
- (vi) The Consultant shall keep a record of hindrances to the progress of work and get the same authenticated on day-to-day basis by the Engineer-in-Charge. Extension in completion time shall be granted for the delays due to genuine hindrances attributable to the Bank / extra variation items executed / Force Majeure conditions, by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Consultant's own default / by the works of delays of other Consultants or Tradesmen engaged or nominated by the Employer or the Bank's Engineer and not referred to in the Schedule of Quantities and / or Specification / by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades / in obtaining water and power connections for construction purposes / in consequences of the Consultant not having received in due time necessary instructions from the Bank's Engineer for which he specifically applied in writing / by reason of Bank's Engineer's instructions to execute variations / additional items. If the Consultant considers himself to be entitled to an extension of the Time for Completion, the Consultant shall give notice to the Engineer-in-Charge a fully detailed claim which includes full supporting particulars of the basis of the claim for the extension of time before the expiry of the contract period. **Regional Director / Officer-in-Charge** shall be the competent authority in deciding the Extension of Time. The Bank does not accept liability for any sum besides the RFP amount, subject to such variations as are provided for herein. Also, no claim towards idle time charges shall be entertained by the Employer for any reasons whatsoever.
- (vii) The successful Tenderer is bound to carry out any items of work/tests and design etc. necessary for the completion of the job even though such items / scope of work are not included explicitly mentioned.
- (viii) The successful tenderer must co-operate with the other consultants/peer review consultant appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- (ix) The Consultant must bear in mind that all the work shall be carried out strictly in accordance with Specifications provided by the Employer and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.
- (x) The successful tenderer shall have to use approved software, codes, materials of the makes / manufacturers specified in the list of materials of approved brand and / or manufacturer contained in this RFP form. Wherever items are not indicated in the list, ISI make material or make as approved by the Consultant/ Employer will be used. I.S. Code numbers wherever mentioned in the RFP shall be the latest revision of I.S. codes as on the date of opening of the RFP.

22. Failure by Consultant to comply with Bank's Engineer's instructions:

If the Consultant after receipt of written notice from the Bank's Engineer requiring compliance within ten days fails to comply with such further drawings (if any) and / or Bank's Engineer instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Consultant by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due to the Consultant.

23. Water and Electricity:

Electricity and water shall be provided free of cost for execution of the work at one point within the premises. Consultant shall make their own arrangements for conveying the same to the required locations at his own cost. The Consultant shall, however, take care to ensure that no undue wastage of electricity & water is caused. Necessary safety measures shall be taken by the Consultant to avoid any mishap and undue wastage. The Consultant shall be penalized by the Bank if any laxity on his part is observed in this matter. If no such facility is available at the site of work and if available and found inadequate, it shall be the responsibility of the Consultant to make his own arrangement for obtaining, supply of water and power at his cost. The rates quoted shall include such incidentals.

24. Safety code

The Consultant shall strictly comply with the provision of safety codes (As per Schedule C).

25. Termination of Contract by the Employer

(i) If the Consultant being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him (written or e-mail) requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfil the Contract and to give security therefore, if so required by the Bank's Engineer.

(ii) Or if the Consultant (whether an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Consultant.

(iii) Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Consultant.

(iv) Or shall assign or sublet this Contract without the consent in writing of the Employer first had and obtained.

(v) Or shall charge or encumber this Contract or any payments due of which may become due to the Consultant hereunder.

(vi) Or if the Bank's Engineer shall certify in writing that the Consultant,

(a) Has abandoned the Contract, or

- (b) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer notice (written or e-mail) to proceed or
- (c) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- (d) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving the Bank's Engineer written notice / e-mail that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions, or
- (e) Has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this Contract to be observed and performed by the Consultant for seven days after written notice shall have been given to the Consultant requiring the Consultant to observe or perform the same.

(vii) Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Consultant, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Consultant, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Consultant. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Consultant or other person or persons to complete the works, and the Consultant shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Consultant or other person or persons employed for completing and finishing of the work using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Consultant to remove his surplus materials and plant, and should the Consultant fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Consultant for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the work to be completed and the amount, if any, owing to the Consultant and the amount which shall be so certified shall thereupon be paid by the Employer to the Consultant or by the Consultant to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

26. Termination of Contracts by Consultant:

(i) If the payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Consultant to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Consultant, or if the works be stopped for three months under the order of the Bank's Engineer or by any

injunction or other order of any Court of Law, then and in any of the said cases the Consultant shall be at Liberty to determine the Contract by notice in writing to the Bank's Engineer, and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

(ii) In arriving at the amount of such payment the net rates contained in the Consultant's original RFP shall be followed or where the same may not apply valuation shall be made in accordance relevant clause is applicable, hereof.

27. Termination of contract in case of death of consultant:

Without prejudice to any of the rights or remedies under this contract, if the Consultant, being an individual, dies, the Employer shall have the option of terminating the contract without any liability for such termination and compensation to the Consultant.

28. Certificates and payments:

(i) The Consultant shall be paid by the Employer from time to time by instalments under Interim Certificates to be issued by the Bank's Engineer to the Consultant on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the SOT as 'Value of work for Interim Certificates' (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with this Contract. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Consultant have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer, and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

(ii) The Consultant has to submit along with his all running account bills and final bill, a statement showing the details as well as the quantities of cement, steel and other building materials procured by him up to the date of the bill for verification of the same before settlement of such bills by the Bank.

(iii) The Bank's Engineer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

(iv) The Bank's Engineer may make any correction in any previous Certificate which shall have been issued by him.

(v) No certificate of payment shall be issued by the Bank's Engineer if the Consultant fails to ensure the works and keep them insured till the issue of the Virtual Completion Certificate.

(vi) Payment upon the Bank's Engineer's Certificate shall be made within the periods named in the SOT as 'Period for honour of Certificates' after such Certificates have been delivered to the Employer.

(vii) All payments by the Employer under this Contract will be made only at Bengaluru and in Indian Rupees (INR) only.

29. Interest on delayed Payment:

Simple interest on delayed payment will be made by the Employer as mentioned in schedule. The period of delay will be counted for every bill after the normal period of honoring from the date of the related certificate/s as stipulated in the Schedule. The amount to be considered for calculation of simple interest will be the actual dues payable to the Consultant against the related bill/s.

30. Errors, Omission and Descriptions:

(i) In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings (if any) or between the drawings (if any) and specification etc. the following order of preferences shall apply.

(a) Between actual scaled and written dimension (or description) on a drawing the later shall be adopted.

(b) 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.

(c) 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.

(ii) 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 RFP form, shall be taken as correct. In all other cases the correct rate would be that which is lower.

(iii) Between the duplicate/subsequent copies of the RFP and original RFP, the original shall be taken as correct.

(iv) In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Assistant Manager (Tech), Estate Department, Reserve Bank of India, Bengaluru whose elucidation, elaboration or decision shall be considered as authentic. The Consultant shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

31. Prevention of Sexual Harassment of women at workplaces:

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

(ii) any complaint of sexual harassment from any aggrieved employee of the Consultant against any employee of the Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer.

(iii) the Consultant shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees /workmen of the Consultant, for instance any monetary relief to Employer's employee, if sexual violence by the employee /workmen of the Consultant is proved.

(iv) the Consultant shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

32. Labor Laws

(i) The Consultant shall abide by and fulfil all requirements laid down under the Contract Labor (Regulation and Abolition) Act, 1970 and the rules framed there-under. **The consultant shall obtain the license from the Regional Labour Commissioner as per prevailing norms, wherever applicable. The consultant should ensure the payment of minimum wages to all his labourers and workmen staff** He shall submit a certificate to the effect that, He has actually paid all the dues of all the Laborers of all designations / descriptions engaged by him for completion of the awarded job / work / project at the rate which is not less than that prescribed under Minimum Wages Act, 1948 and they have complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract Labor. Further, he may facilitate Bank's representative(s) to verify and certify the veracity of such certificate.

(ii) The office of the Regional Labor Commissioner (Central), Bengaluru will have the jurisdiction over the implementation of the Labor laws under this contract.

33. Employer entitled to recover compensation paid to workmen:

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Consultant in execution of the works, the Employer shall be entitled to recover from the Consultant the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Consultant under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Consultant and upon his giving to the Employer for all cost for which the Employer might become liable in consequence of contesting such claim.

34. Abandonment of works:

If at any time after the acceptance of the RFP, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Consultant who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works. In such cases, the consultant shall be paid based on the stage-wise or proportion wise completion of the services rendered by him and accepted by the Bank. Security deposit shall be refunded with the payment.

35. Non-Disclosure clause:

(i) The Consultant shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment etc. which may come to the possession or knowledge of the Consultant during discharging his 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 of the particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Consultant shall indemnify the bank for any loss suffered by the Bank because of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of Consultant and the Bank shall be entitled to claim damages and pursue legal remedies.

(ii) 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.

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

36. Authorities, notices, and patents:

(i) The Consultant shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and / or authorities with whose, systems the structure is proposed to be connected, and shall, before making any variations from the drawings (if any) or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Consultant shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause 11 herein.

(ii) The Consultant shall bring to the attention of the Bank's Engineer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank's Engineer.

(iii) The Consultant shall indemnify the Employer against all claims in respect of patent rights, and shall defend all action arising from such claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

37. Patents and Patent Rights Indemnification:

All specifications, drawings, patents and such other relevant information furnished to the Consultant by the Bank shall be the property of the Bank. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are affected by the Consultant, such changes shall not affect the title to the property of the Bank and all the information, specifications, drawings (if any) etc. including the improvement / modifications, effected by the Consultant shall continue to be the property of the Bank. The Bank shall also have the absolute right to assign, transfer, sublet, use and transmit all such information and details to the Bank's consultants, agents and collaborators and the Consultant shall not have any claim or rights whatsoever in respect of the Bank's drawings (if any), specifications, patents, prototypes etc. even where improvement, refinement, modifications etc. were affected by the Consultant. The Consultant's obligations with respect to the said clause will survive the expiry or termination of this agreement for whatever reason.

38. Consultant to inform himself fully:

The Consultant shall be deemed to have carefully examined the work and sited conditions including Labor, the general and special conditions, the specifications, schedules of quantities 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 RFP. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.

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 and drawings (if any) or any other matter concerning the contract he shall in good time, before submitting his RFP, 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 RFPing. Once a RFP is submitted the matter will be decided according to RFP conditions in the absence of such authentic pre-clarification.

39. Letter of Intent:

Within the validity period specified in this EOI, the Bank shall issue a letter of intent (LOI) to the selected Consultant by registered post at their address or through their registered email ID as given in the EOI documents to enter into an Agreement in the Bank's prescribed format for taking up the proposed work as Consultant. The Letter of Intent shall constitute a binding contract between the Bank and the Consultant. LOI to be accepted within a period of 5 working days.

40. Fraud & Corrupt Practices:

40.1 The Firm/Consultant and their respective employees, agents and advisers shall observe the highest standard of ethics during the EOI process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an application or any such suggestion of Firm/ Consultant without being liable in any manner whatsoever to the Consultants, if it determines that they have, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the EOI process.

40.2. Without prejudice to the rights of the Bank hereinabove, if an Consultant is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the EOI process or during any course of the project, such Firm/Consultant shall not be eligible to participate in any EOI issued by the Bank for the period as decided by the Bank.

40.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

a. “Corrupt practice” means

(i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the EOI process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the EOI process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the EOI process); or

(ii) Engaging in any manner whatsoever, whether during the EOI process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

b. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the EOI process.

c. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the EOI process.

d. “Undesirable practice” means (i) Establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the EOI process; or (ii) Having a Conflict of Interest.

e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Firm/Consultant with the objective of restricting or manipulating a full and fair competition in the EOI Process/ Techno commercial evaluation of the design

41. Termination for Default:

41.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Firm/Consultant may terminate the Contract in whole or in part:

a. If the Consultant/ Firm fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or

- b. If the Consultant/ Firm fails to perform any other obligation(s) under the contractor
- c. Laxity in adherence to standards laid down by the Bank; or
- d. Discrepancies/deviations in the agreed processes or
- e. Violations of terms and conditions stipulated in this EOI.

41.2. If the contract is terminated under any termination clause, the Consultant/ Firm shall handover all design documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format/soft copies as well as hardcopies as per scope and shall also support the orderly transition to another Consultant/ Firm or to the Bank as decided by the Bank.

41.3. During the transition (under clause 18), the Firm/Consultant shall also support the Bank on technical queries/support during execution.

41.4 The Bank's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.

42. Force Majeure

42.1. Neither Consultant nor the Bank shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

42.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

42.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

42.4. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

43. Transition Plan:

(i) In the event of failure of the Firm/ Consultant to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole

discretion may make alternate arrangement for getting the Services contracted with another Firm/ Consultant. In such case, the Bank shall give prior notice to the existing Consultants.

(ii) The existing Consultant shall continue to provide services as per the terms of Contract until a New Firm/ Consultant completely takes over the work. During the transition phase, the existing Firm/ Consultant shall render all reasonable assistance to the new Firm/ Consultant within such period prescribed by the Bank, for ensuring smooth switch over and continuity of Professional Services.

44. Compliance with Laws: It shall be the sole responsibility of Firm/Consultant to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Firm/Consultant as envisaged under this EOI.

45. Intellectual Property Rights

45.1. All rights pertaining to any intellectual property generated/ created/ invented in the due course of the project, shall vest with the Bank.

45.2. In this sub-clause, "Infringement" means an infringement (or allegation of infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the consultancy and "claim" means a claim (or proceedings pursuing the claim) alleging an infringement. The consultant shall indemnify at its own cost and expenses and hold the Bank harmless against and from any other claim which arises out of or in relation to the design, layout, drawings, details provided in the project report, etc.,

45.3 All the designs, drawings, documents and software prepared by the Consultant for the project shall be the Bank's property and the Bank shall have the exclusive Intellectual Property Rights of such designs, drawings, documents and software. Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior permission of the Bank shall constitute violation of Intellectual Property Rights.

46. No compensation on restrictions of work The Bank shall be at liberty to abandon or reduce the scope of professional services of the Consultant/ Firms for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the Consultant shall have no right to claim any payment/ compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

I /we hereby declare that I / we have read and understood the above instructions, terms, and conditions, etc., provided for guidance of Tenderers and have accordingly quoted my/our rates.

Place:

Signature / Digital Signature of Consultant

Date:

Section IV

Special Conditions of Contract (SCC)

1. Special conditions of Contract shall be read in conjunction with the general conditions of contract, specifications of work, drawings (if any) and any other documents forming part of this contract, wherever the context so requires.
2. The bidder should note that he should carryout/execute his part of work without causing any damage to the Bank's property, without disturbing the existing occupants and adjoining residential properties in any way. In case such damages are noticed, the Engineer-in-Charge shall direct the Consultant to make good at the cost & risk of the bidder.
3. The location of the site shall be visited by the Bidder at his own cost to satisfy himself about the site conditions and submit the proposal as per provisions of RFP clause.
4. The workmen/supervisor will not be allowed to stay within the premises during night.
5. The Consultant shall submit the addresses, personal details and photographs of their technicians /Engineer/ workmen being engaged by them for the said work to the Bank for obtaining entry passes/permission for work. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The Consultant, his staff and the Labor will have to comply with the security regulations of the Bank.
6. The intending bidder can obtain any clarifications if any with respect to General Conditions, Special Conditions, Scope of work, specifications, drawings (if any) or any other matter required for filling the RFP shall be obtained from the office of the Regional Director, Reserve Bank of India, Estate Department, Bengaluru on any Bank's working day and Bank's Office hours, before submitting the RFPs. Once an RFP is submitted, the matter will be decided according to conditions in the RFP in the absence of such authentic pre-clarification.
7. The entire equipment/materials for the work shall be brought to the working area through the available passage only during specified time of working hours, as per instructions of Bank's Engineer.
8. The bidder may please note that the work has to be carried out in an occupied building / occupied quarters during normal working hours/restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly.
9. The Bidder may please note that, the work, if required, has to be carried out during the day / Nighttime or as per the Bank's instructions. All dismantling work and work generating noise shall be done during the daytime and on holidays and daytime work may have to be done on restricted

hours. Consultant shall consider the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the occupants of the colony and day to day cleaning must be done by the Consultant. The staircase and passages used by the Laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineer.

10. Neat housekeeping at all times is the responsibility of the Consultant. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as per the instructions of the Bank's Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The Consultant shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules/ regulations in this regard.

11. The successful Consultant shall also be responsible for the safety and security of all their equipment, tools, materials and for always ensuring fire prevention steps while working in premises including their part of the work.

12. The scope of consultant services work will be in 2 stages for 'Structural Condition Assessment and repairs/ rehabilitation scheme (stage wise) of four towers of RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru' as specified in relevant section of bid documents. Stage I consultant services will be taken up initially. Stage II services will be availed depending upon Bank's decision whether to go for redevelopment or repairs/ rehabilitation of buildings, Bank's decision in this regard shall be final and binding on consultant. The payment of professional fee will only be made for the stage wise services availed by the Bank as per payment schedule milestones.

13. The Consultant will, therefore, be required to plan and organize manpower and resources in a manner that the entire work is completed within the stipulated period.

14. Non-destructive tests, etc. may have to be carried out in phases (if required as per the site conditions) without disturbing the residents of the colony. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful Consultant at no extra cost.

15. The Consultant shall always depute a qualified and experienced supervisor/technician/engineer during execution of the work. No work shall be carried out at site in unsupervised manner.

16. The Consultant shall submit the names and personal details of site in-charge/ supervisor and his authorized representative along with their role, responsibilities, and authority (about supervision, quality control, documentation, measurements, signing measurement book, correspondence, receiving instructions from bank etc.) within 14 days from the date of issue of work order in the approved format.

17. The successful bidder shall submit a detailed bar chart indicating the details of various major activities involved in the work and their expected completion period, specifying the parallel and sequential activities, starting from the scheduled commencement of work so as to complete the entire work within the RFP specified period before starting the actual work at site preferably in the form of a bar chart. The bidder shall also indicate the approximate deployment of manpower/

supervisor/technician/engineer, as planned by them for the above purpose, commensurate with the planned schedule within 14 days from the date of issue of work order for monitoring and review of progress of work.

18. The progress of work shall be reviewed by the Bank on a weekly / basis. The meeting may be held at site or in Bank's Main Office Premises. The meeting should be attended by the Consultant himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with Consultant's site in-charge. Any directions issued by the Engineer-in-Charge subsequent to the meeting shall be followed by the Consultant to expedite the progress of work.

19. The Consultant shall maintain following registers/ documents/details at site and keep them updated on a regular basis. These registers/ documents after completion of work shall be handed over to the Bank:

- a) Hindrance registers in the Bank's approved format
- b) Site instruction book
- c)

20. Payment shall be made based on the progress of work and on completed items of services/deliverable on actual measurement. No Advance for the equipment/tools, etc. TDS shall

be deducted as applicable. Payment will be done after submission of final reports including structural stability certificate, etc. scope of work stage wise.

21. The bidders shall quote their rates taking into account all the above instructions and all other conditions of the contract.

22. Preparation work including removal of plaster over concrete members, smoothening of test area with carborundum, exposing reinforcements wherever required for testing etc., and repairing after the tests, cost for the same shall be included in the quoted rate. Rates shall be quoted accordingly.

23. Double Scaffolding, ladder, staging / platform etc., wherever necessary and required for NDT shall be fixed by the Consultant as per direction of Bank's Engineer and cost for the same shall be included in the quoted rate. Consultant shall consider the point while quoting the rates for the tests.

24. The holes / voids created while extracting the cores for semi-destructive tests, replastering of such areas, repairs to false ceiling work, wherever testing has been done, shall be repaired / restored by the Consultant without any additional payment and cost of the same shall be included in the quoted rate. Rates shall be quoted accordingly. I / we hereby declare that I / we have read and understood the above instructions, terms and conditions, etc. provided for guidance of Tenderers and have accordingly quoted my/our rates.

25. Time, Deliverables and Payment schedule

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

Stage	Activities to be completed /Deliverables (for details refer scope of work)	Time for completion (stage wise)	Payment schedule (stage wise)
Stage I	Detailed visual observation report, Non-Destructive/semi destructive testing report, Inferences from tests carried out, evaluation of strength of materials in-situ, and related calculations, categorization of elements needing repair, rehabilitation, etc., techno economic study before arriving at a repair/rehabilitation measures	3 months	60% of the total fees payable
Stage II (a)	Repair, rehabilitation scheme for the entire list of structures, measurement sheets for the work required to be carried out, bill of quantities, etc.,	2 months	20% of the total fees payable

Stage 2 (b)	Periodical site visit and evaluation during execution of work, issue of structural stability certificate etc.,	18 visits (days)	20% of the total fees payable for stage II (b) shall be distributed and paid on built-up area basis of building(s)/ blocks(s) for which work shall be completed and structural stability certificate submitted.
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26. Additional conditions:

(i) The planning work shall not be sublet without written permission of the Superintending Engineer nor shall transfer be made to power of Attorney authorizing others to receive payment.

(ii) The Consultant whose bid is accepted shall comply with the provisions of all acts, statutes, rules, regulations, etc., of the central and state government/ local body and applicable codes as the case may be and as may be applicable in this case and if necessary, get himself duly registered as required by such acts, statutes, rules, regulations, etc.,

(iii) All taxes, duties which are to be deducted as per government rules shall be deducted from the bills.

(iv) The consultant should furnish all the required information such as detailed estimate, drawings, etc., of the project before RFPs for repair/ rehabilitation work are invited and not in stages, during the progress of the work.

(v) The amount quoted shall be all inclusive and nothing extra towards travel and stay or any other claim is payable.

Note:

1) As soon as any of the stage is reached, the consultant shall submit their bills to that extent possible to enable the Bank to make payment in due course.

2) Bill shall only be raised on achievement of any of the stages as mentioned above. Any bill raised without achievement of specified stages shall not be entertained.

3) In case of the agreement is terminated in pursuance of Stage - I above, fees shall be paid to the consultant for the actual services rendered by them as per the stages referred to in this clause.

4) Application for interim payment: - Consultant shall submit a statement to the Bank within 7 days of the scheduled time of payment stated in contract (if not stated after end of each month), showing

in the details of the amount assessed as per the above stage wise payments.

5) Each interim bill value shall be assessed from the cumulative scale of payment as per the achieved stage less cumulative scale of payment previously made.

6) Discharge: - Depending on the outcome of structural condition assessment, either at the end of Stage - I or Stage - II (a), when submitting the final statement for payment, the consultant shall also

submit the Structural Stability Certificate as per scope of work and the approved proforma certifying the Economic Life as designed as per the Repair/rehabilitation process. Final statement shall represent full and final settlement of all the moneys due to the Consultants, testing agencies engaged under or in connection with the contract.

7) No payment shall be considered towards journey fees/TA/HA/any other allowance except for the price quoted by the consultant. Price Bid is deemed to be included of necessary consideration towards travelling and halting as necessitated under the scope of the work.

8) Retention money @ 5 % value of bill from each bill will be deducted and paid after completion of 12 months from the date of virtual completion.

Place:

Signature / Digital Signature of Tenderer

Date:

Section - V

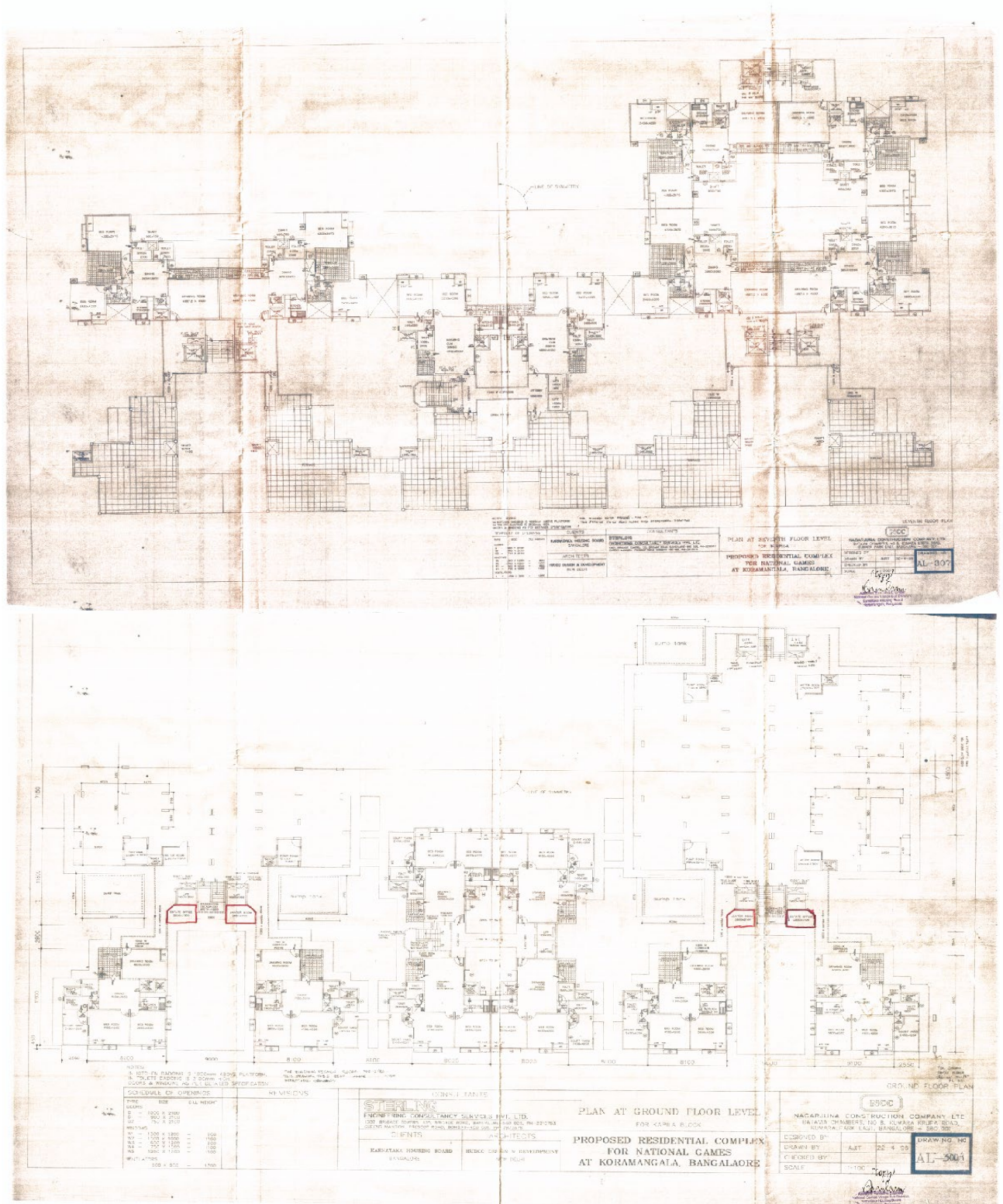
Building Details and Scope of Work

1. **Building Details:**

(a) **General**

Name and address of the Property	RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru
Nature of building structure	RCC framed structure
Type of foundation	Pile Foundation
Year of construction	October 1998
Age of buildings	27 Years
Number of buildings (towers)	4 (Tower I, II, III & IV) as shown in layout plan
Type and area of flat	Total – 100 flats Tower I – 28 flats Tower II – 30 flats Tower III – 28 flats Tower IV – 14 flats
No. of floor in each building block	Ground + 7 upper floors
Parking stilt	In Tower-I, III & IV- Stilt parking present In Tower-II No stilt parking.
Occupancy status	Occupied

(b) Layout Plan of Bank's Property (RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru)- Attach more drawings



**(c) Typical Photos of Buildings
Tower I**



Tower II



Tower III



Tower IV



(d) Photos of few distresses observed in the building recent.









2. Scope of structural consultant work

Stage I

2.1 Structural consultant should visit the site and carry out a visual inspection of the structures (all four towers). Previous non-destructive test reports and original design/construction drawings (if available or to the extent available) and occupancy pattern, visual inspection, and maintenance report etc., will be made available by the bank for his reference.

2.2 Consultant may review the available data, drawings (if any), etc., to analyze whether any major change in type of occupancy and/or loading has taken place/is expected to take place.

2.3 Decide on suitable non-destructive 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 and submit the same in good time, before the scheduled date of pre-bid meeting put forth the particulars thereof, in writing, addressed to the tender inviting authority, specified in Schedule 'E' in order that doubts, number of tests, may be clarified authoritatively, during pre-bid meeting and shall be conveyed to all the bidders in due course. Additional tests in terms of number of points/ locations/ blocks, as applicable to each type, if any, found necessary to conclusively complete the structural assessment of the block(s)/ building(s), shall be carried out by the appointed consultant with no additional cost to the Bank. This scope of work as finalized by the Bank during the pre-bid meeting is to be taken up.

2.4 Carry out such non-destructive tests (NDT)/semi destructive tests (SDT) tests through well calibrated equipments and the laboratories shall be NABL accredited. Certificate of calibration for the equipments and NABL accreditation for the laboratory shall be submitted to the Bank before start of the work. The non-destructive/semi destructive tests, etc. generally are to be conducted as per guidelines given in **section A** which are only for the reference purpose. Tenderer shall follow all the procedures and practices conforming to the relevant codes of Bureau of Indian Standards/other applicable code where Indian standards are not available.

2.5 Based on, visual observations by consultant on his own, structural analysis carried out and inferences from the non-destructive tests carried out, etc. **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, classification of the defects observed as per CPWD handbook (Table 3.2 and 3.3) on Repair and Rehabilitation of RCC buildings (Guidelines on classification of the defects are given in table of section B) and should undertake a techno-economic study and recommendation before arriving at a suitable repairs/ rehabilitation measure.** For major repair/ rehabilitation/ restoration work the consultant needs to justify the costs of repair/ rehabilitation/ restoration measures proposed duly considering the expected life after repairs and the cost of a new buildings based on current plinth area rates of CPWD. Use of computer program like STAAD, etc., for analysis design and structural drawings in AUTO CAD.

Stage II (a)

2.6 Detailed enlisting of the structural members, elements needing repairs, rehabilitation and suggest best possible scheme (/repair methodology). This should also be in the form of detailed repair/rehabilitation/restoration scheme with cost estimate including measurement sheets for the work required to be carried out, bill of quantities with workable market rates and specifications, with

sketches, detailed structural drawings, etc. The estimates of cost prepared for should be based on market rates, but by considering the coefficients for material and Labor as prescribed in CPWD analysis of rates. Whenever comparable coefficients are not available in the CPWD analysis of rates, the coefficients may be taken based on experience, site observations or as per the market enquiries, etc

Stage II (b):

2.7 Periodical site visit and evaluation as and when required during execution of the work and provide additional input on design/drawings/clarifications and issue of structural stability certificate as per the format given in section D after the completion of work. Approval of materials to be used in the work, issue of clarifications, details etc., in the detailed drawings and bid documents as and when required.

2.8 No changes shall be made in the various drawings during execution of work unless specifically desired by the Bank.

2.9 Any other details not mentioned above but required for satisfactory completion of the work.

The final report should contain, among other things,

Stage I:

- (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) List of elements needing repairs, rehabilitation, with categorization as mentioned above.
- (f) Techno-economic study before arriving at a suitable rehabilitation measure including schematic drawings and recommendation.

Stage II (a and b):

- (g) Repair and rehabilitation, scheme for the entire list of structures in scope.

- (h) Measurement sheets for the work required to be carried out,
- (i) Bill of quantities with workable market rates and specifications with detailed drawings, etc.
- (j) Periodical visit report and final structural stability certificate.

2.14. Additional details / conditions for scope of work (guidelines):

Section A: Tests to be conducted.

A1. Ultrasonic pulse velocity test: Ultrasonic Pulse Velocity Test method is being externally used to assess the quality and integrity of concrete. This test is generally used for measurement of concrete uniformity, presence of cracks, honeycombs / voids. Assessment of concrete deterioration. For concrete, UPV test will be carried out on PCC/ PSC/ RC members viz., raft footings, pedestals, columns, beams, slabs, wall etc. to assess the quality, uniformity, and integrity of concrete.

A1.1 Instrument: PUNDIT+ (Portable Ultrasonic Non-Destructive Indicating Tester) instrument with transducers from Proceq is most widely used all over the world. There are other instrument manufacturers also available in the market. Generally, 54 KHz transducers shall be used for measurement of pulse velocity in concrete members. However, depending on the thickness / path length, the various range of transducers and boosters (for longer cables) are available for carrying out tests.

A1.2 Standard procedure: The proposed test surface shall be cleaned to remove dust & dirt by using brush & cloth. Grinding the surface of concrete with surface grinders (minimum 4" dia) to remove laitance etc. is essential to have proper contact of the probes. Location of the test shall be decided by consultant/ testing agency to cover the structural member in such a way that the test locations are distributed uniformly. The number of tests should be representative. Grid type marking entire member may not be necessary. Interference of existing re bars, pockets, inserts etc. shall be avoided as far as possible. Biolene/ grease/wax shall be applied (75mm dia approx.) at the test location to avoid any air gap between the probe and concrete surface. The thickness of members

shall be measured (i.e., Pulse transmission line) at the place of test. Appropriate probe shall be used for measurement. The time taken for traveling of pulse shall be measured by switching the instrument. If necessary, small movement of probe shall be made to get the consistent readings. If the interior concrete is free from honeycombs / cavities / cracks, then consistent readings will be recorded, otherwise inconsistent readings will be obtained. Depending on the availability of concrete surface method of testing (direct, in direct & semi direct) can be decided at site. Of the three methods, direct method is most appropriate to assess the quality & integrity of concrete. The other two methods can be adopted when there is no alternate. However, appropriate correction factors shall be applied wherever required.

A1.3 Calculations: Average pulse velocity shall be worked out for members, which are heavily reinforced discarding freak values. The location of freak value shall be retested for confirmation. The velocity of pulse will be calculated (i.e. $V=D/t$) depending on the pulse velocity quality of concrete can be categorized as per the "Quality Grading" chart furnished in the reference code.

A1.4 Limitations: The test shall not be carried out newly reinforced concrete members. Age of concrete should be preferably more than 28 days. There will be chances of obtaining improper readings. For estimation of compressive strength of concrete by UPV test is not conclusive in itself. This should be supplemented by Core Tests at few locations where UPV has been carried out.

A1.5 Reference code: The description above is a general guideline. The test shall be carried out as per manufacturer's instruction manual, standard literature, and Indian Standard IS-13311 (Part-1) 2013 - Method of Non-destructive testing of concrete, Ultrasonic Pulse Velocity Test.

A2 Rebound hammer test on concrete members: Rebound Hammer test is a quick method for assessing the quality / strength of in-situ concrete, based on the surface hardness indicated by rebound numbers. If the strength of concrete/ brick / mortar is high, then the rebound number is also high. Rebound Hammer test will be carried out on any concrete member such as footings, raft, pedestals, columns, beams, slabs, walls etc. to assess the in-situ strength of concrete / surface hardness.

A2.1 Instrument: SCHMIDT Rebound Hammer (N-Type) from Proceq is most widely used all over the world. There are other instruments from other manufacturers also available in the market. Generally, N-Type hammer will be used for testing of normal concrete. However, for testing of thin concrete, alternate Hammers are available. The other type of Rebound Hammer (different impact energy) are also available for testing of bricks & mortar.

A2.2 Standard procedure: The proposed test surface of concrete shall be prepared by rubbing with fine Carborundum stone to remove cement laitance and undulation, if any. Exposed surface shall be cleaned with nylon brush and dry cloth to remove the dust and dirt particles. Location of the test shall be decided by consultant/ testing agency to cover the structural member in such a way that the test locations are distributed uniformly. The number of tests should be representative. Grid type marking entire member may not be necessary unless necessary. Minimum 6 readings shall be recorded at each location by keeping the rebound hammer perpendicular to the surface and pressed against the surface by applying uniform force until the triggering sound is obtained. Lock the instrument and read the number on the scale.

A2.3 Calculations: The average Rebound Number shall be worked out by discarding abnormal values. The necessary correction factor shall be applied for the average value, if the position of hammer is other than horizontal position. The correction factor for position of hammer while conducting test is not indicated in the Indian Standard. However, the same is indicated in the manufacturer's operation manual. The average / worked out value shall be correlated for strength estimation using calibration curve furnished in the instrument manual or calibration chart developed for the test instrument in the laboratory as per standard procedures.

A2.4 Limitations: The in-situ compressive strength observed from Redound Hammer test will be limited to concrete near to surface. Test shall not be carried out for premature concrete. It gives correct reading only when surfaces are dry.

A2.5 Reference code: Indian Standards IS-13311 (Part-II) 1992 (Reaffirmed-2013) -Method of Non-destructive testing of concrete. However, testing of other materials such as bricks, mortar, lime concrete etc. is not covered under this Indian Standard.

A3 Rebound hammer test on exposed brick: Rebound hammer test is a quick method for assessing the quality / strength of bricks in masonry wall. For the assessment of compressive strength of brick, it is necessary to remove the bricks from the masonry. Testing shall be carried out after capping on both the sides. Sometimes while removing the brick samples, the brick may be damaged, and results obtained from this sample may not be reliable. In addition, while removing the bricks in old structures, there may be chances of disturbance to the structure. Hence, it is advisable to carry out Rebound Hammer Test on bricks in-situ. The plaster on brick wall is to be removed before carrying out the tests on brick surface exposed. The results obtained thus, will give fair idea about the overall quality and strength of brick, which will help in analyzing the structure.

A3.1 Instrument: Schmidt Rebound Hammer (Low impact energy) from Proceq is most widely used for the strength assessment of bricks especially in old / Heritage structures.

A3.2 Standard procedure: The plaster on the bricks shall be removed carefully without damaging the bricks. The exposed bricks shall be thoroughly cleaned with fine emery paper to remove the mortar and dust. The plunger of the Rebound Hammer shall be kept on the brick surface at the centre horizontally and pressed against the surface uniformly, until the triggering sound is heard. Lock the instrument and read the numbers on the scale. Minimum 3 to 5 readings shall be recorded on each brick. The same procedure shall be carried out for testing other bricks in the vicinity to work out the average results.

A3.3 Limitations: This test can be carried out on the exposed bricks for the assessment of quality / strength quantitatively. There is probability of damaging of bricks during removal of plastering, which may lead to wrong interpretation of bricks quality / strength.

A3.4 Reference Codes: There is no specific code is available for interpretation of results. However, appropriate calibration shall be developed using control specimens.

A4 Core extraction and testing: Core test is one of the most appropriate methods to assess the strength of in-situ concrete in structures. The results obtained from the other non-destructive tests are generally verified with core test results.

A4.1 Instrument: Electrically driven motor with Tungsten Carbide tipped core barrels will be generally used for core extraction. Equipment from Hilti / BOSCH/ Tyrolite are most widely used all over the world for core extraction. There are other equipments from different manufacturers also available in the market.

A4.2 Standard procedure: The maximum size of aggregate used for concrete and clear spacing between reinforcement provided are the criteria for the selection of diameter of core bit to be used for core extraction. Prior to core extraction the surface of concrete to be scanned to detect the position of embedded rebars in concrete. This will help to avoid cutting of rebars during core extraction. Location of core extraction to be marked on the concrete surface. Drilling of hole shall be carried out, as specified and mechanical stud anchor shall be anchored by making suitable holes for anchoring the core-drilling machine-mounting frame. This frame should be thoroughly fastened. Core drilling equipment shall be fitted to the frame in such way that the core barrel is exactly aligned with core extraction location. After ensuring that everything is in order, then power and water supply shall be provided to the equipment. Equipment shall be slowly operated such that barrel is slowly

penetrating into the concrete. After ensuring the specified depth is reached, the operation of drilling shall be stopped and core sample shall be removed from the member by wedging. After cleaning of core sample, identification number shall be marked on the surface by permanent marker. Prior to test, the edge trimming end capping shall be carried out as per standard norms.

A4.3 Limitations: Since the core test is semi-destructive, core extraction cannot be carried out in slender members and also where the rebars are closely spaced, in the RC members.

A4.4 Reference codes: Indian Standards IS-456-2000 (Reaffirmed 2011) Indian Standards IS-516-1959 (Reaffirmed 2013) SP 24-1983

A5 Profometer studies: Profometer study (Cover meter study) is being extensively used to assess the cover provided to the rebars and mapping of existing embedded rebars in RC members. If the cover concrete is less

A5.1 Instrument: Profometer-5 from Proceq is most widely used all over the world. Now the improved version of cover meter is available in the market from different manufacturers in which one can get 3D pictures of rebar on the screen. In addition, the probable diameter of rebars can also be determined.

A5.2 Standard procedure: The existing plaster on the RC members if any shall be removed to expose the concrete surface. The surface shall be cleaned with dry cloth. If any ferrous metal is located on the RC members or nearby, then the same shall be removed or location of test shall be shifted. After calibration of the equipment and mode of test is selected, probe shall be kept on the surface of the member. The c/l of rebar co-inside with the probe, beep sound will be provided in the instrument and the same time the maximum cover (in mm) will be indicated on the screen. The same will be decreased when the probe is moving away from the c/l. Using permanent marker, the rebar location shall be marked. The same procedure shall be adopted for detection of rebars in all directions. For detection of rebar dia meter, the probe shall be kept on the c/l of rebar, which is already marked on the member. Simple change in the mode of the instrument gives diameter. The diameter is directly indicated on the screen. If necessary, little bit movement of probe shall be carried out until the consistent reading is obtained.

A5.3 Limitations: If the rebars are closely placed and rebars in multiple layers, then the number of rebars cannot be determined. Further, if the cover is beyond 40mm, then the estimate of diameter of rebar will not be accurate. The recent instruments are able to overcome these short falls to some extent.

A5.4 Reference code: British Standards BS-11881-(Part 204)-Method of Non-destructive testing of concrete.

A6 Field permeability test on concrete: Field Permeability test will be conducted at site on the concrete members to assess the in-situ permeability of concrete against water. Water under pressure is allowed to permeate into the concrete media. The reduction in pressure with respect to time is an indication of porosity in concrete. Based on the rate of reduction in pressure, permeability can be calculated. The same may be interpreted for concrete quality.

A6.1 Instrument: Test instrument consists of a pressure chamber containing a watertight gasket and it will be secured tightly to the surface by two anchored clamping pliers. Alternatively, the gasket may be bonded to the surface with adhesive.

A6.2 Standard procedure: The chamber is filled with water without any air entrapment and the water is allowed to be absorbed by the test surface for about 10 minutes. The filling valve is closed, and the top cap of the chamber is turned until a desired water pressure is displayed on the gauge. As water permeates in the concrete, the selected pressure is maintained by means of a micrometer

gauge pushing a piston into the chamber. The piston movement compensates for the volume of water penetrating into the concrete. The travel of the piston as a function time is recorded and the speed of piston travel in $\mu\text{m/s}$ is used to characterize the permeation of the test surface. Testing is usually conducted for a 10 minute under water pressure at 100kPa (1 bar). However, longer time and a higher pressure (>500kPa) may be required for dense concrete.

A6.3 Calculations: Standard method for evaluating test data axis are approach is to calculate the “depth” of water penetration as a function of time using the following relationship. $h(t) = (d/D)^2 (g(t) - G_1)$ Where, $h(t)$ = depth of water penetration at time t in mm d = dia. of micro meter piston, 10 mm D = inside diameter of gasket, 62 mm (3020 mm²) $g(t)$ = micro meter gauge reading at time t , mm and G_1 = micro meter gauge reading at start of measurement, mm Refer manufacturers’ literature for co-relation and other details.

A6.4 Limitations There is a chance of fixing of instrument on the concrete surface, which is already having surface pores / cracks / honeycombs. In such cases, the results obtained from this test may not be appropriate.

A6.5 Reference codes: The applicable codes are: • As per the guidelines in IS: 3085-1965 (RA April 2011) • EN: 12390-8 • Procedure laid down in the manufacturers’ literature. • Research paper of International Symposium (NDT-CE-2003).

A7. Half-cell potential measurement test: The Half-cell Potential difference measurement test extensively used to measure the absolute potential on the concrete surface with a reference electrode. The measured absolute potential considered the best criterion for accessing the corrosion status of the embedded rebars. The measured values are co-related with standard values for determination of corrosion level in rebars of RC members.

A7.1 Instrument: The test instruments of Copper-Copper Sulphate Half-cell with voltmeter to measure potential. CANIN corrosion analysis from pProceq is widely used all over the world. There are other instruments from different manufactures also available in the market.

A7.2 Standard procedure: The proposed test surface on the member shall be thoroughly cleaned to remove dust and dirt using wire brush and cloth. Location of the test shall be decided by consultant/ testing agency to cover the structural member in such a way that the test locations are distributed uniformly. The number of tests should be representative. Grid marking (generally 300mm c/c) shall be made on the concrete surface by permanent marker. The cover concrete shall be chipped off to expose the rebars, such that the rebar shall be completely exposed all around. 14 The exposed rebars shall be thoroughly cleaned with wire brush / emery cloth to remove concrete particles / corrosion / rust etc. such that the parent steel is exposed. Saturate the concrete surface with water at the location of test by constant water spray. Fill the Half-Cell by saturated copper sulphate solution, which is already prepared. The Half-cell is connected to negative terminal of voltmeter using appropriate cable. Connect the positive terminal of Voltmeter using appropriate cable and crocodile clamp to exposed rebars to establish connectivity. Half-cell shall be placed on the grid location abutting the surface. Record half-cell reading in the voltmeter. The grid spacing can be decided generally so as to observe a minimum difference of 100mV between each reading.

A7.3 Calculations: The reading given by instrument directly gives the half-cell potential in mV. No further calculation is necessary.

A7.4. Limitations: If the existing embedded rebars are not internally connected / any coatings (epoxy/ PU / enamel etc.) applied on the embedded rebar, then there is a probability of not getting the correct readings.

A8 Carbonation test: Carbonation test is generally used to measure the depth of carbonation front in RC members. New hardened concrete is alkaline in nature with pH of 12-13. It forms a passivating

layer on embedded reinforcement and prevents corrosion. It is very essential to protect existing rebars against corrosion. When concrete structure is exposed to atmosphere, the surface of concrete comes in contact with carbon-di-oxide present in the atmosphere. The calcium present in the concrete will react with carbon-di-oxide (in presence of atmospheric moisture) forming calcium carbonate, resulting in reduction of alkalinity in concrete. This process is called carbonation. This is a long-term process. As a result, the passivating coating on rebars is lost. If the concrete is previous, then the carbonation reaction is even faster. Depth of carbonation is an indicator of possibility of corrosion.

A8.1 Instrument: There is no specific instrument is required for conducting carbonation test. Cores extracted in Core tests or small diameter cores can be used for this test. For extraction of smaller dia. core samples (12/16/20/25mm) a smaller drilling machine with standard core barrel attachment from any standard manufacturers is required is required. Generally, samples are to be extracted up to 40 to 60mm depth from the surface.

A8.2 Standard procedure: The location of test to be carried out shall be identified and marked on the surface. Core barrel shall be fitted to the drilling machine appropriately with water inlet. Drilling machine shall be operated and uniformly applying the pressure while core extraction. Once the core barrel is reached the desired depth, drilling shall be stopped, and core barrel shall be removed from the member. The core sample shall be removed carefully by wedge shape chisel from the top. Allow the sample to dry naturally. The prepared phenolphthalein solution shall be sprayed on the sample commencing from the outer end and observed for any change in color. If the surface 15 turns pink, then the pH of concrete is alkaline, and the concrete has not carbonated. If the color change is only in part of the length of core sample, then the depth of carbonation from the external face of concrete is to be measured using measuring scale and the results shall be rerecorded.

A8.3 Reference code: The reference code is BS EN 14630-2006

A9. Chemical test on hardened concrete: For the assessment of concrete quality in Reinforced concrete members, chemical analysis such as level of chlorides, Sulphates and pH are necessary. Corrosion of reinforcement in concrete is dependent on these parameters.

A9.1 Instrument: For the assessment of chlorides and Sulphates in concrete, generally wet analysis will be carried out in chemical laboratory. However, for the estimation of level of pH there are many equipment are available in the market. Using this instrument, the level of pH will be assessed. The electro chemical analysis of the powder samples will be carried out using the rapid chloride test kit (RCTW) method. This analysis gives a profile of total chloride concentration on weight percentage of concrete weight. The RCTW is being manufactured by Germann Instruments Inc.

A9.2 Standard procedure: The hardened concrete shall be crushed into small pieces along with coarse aggregates and shifted to pulverizers, where the concrete is crushed into powder. Sampling shall be done as per standard practice. The powder shall be analyzed in the laboratory by wet analysis for the determination of total chloride in concrete and also the total sulphate content in concrete as per standard procedures furnished in the relevant standards. The same powder shall be used for the preparation of solution to determine the pH level in the pH meter. The results of the entire above test shall be compared with the stipulated / desired values specified in the standards.

A9.3 Limitations: Collection of concrete samples from the members, needs to be true representation to achieve proper results. Otherwise, there are be chances of erroneous results.

A9.4 Reference codes: The reference codes are: IS: 456-2000 (Table-7) IS: 14959 part II-2001

A10 Ultrasonic thickness gauge test for steel members: Measurement of thickness of steel members by Ultrasonic Pulse Echo method is most appropriate method. This method can also be

used where the only one face of the members is accessible for physical measurement. In addition, this method can be adopted at site for 16 detections of lamination and flaw in the members, which may have occurred during casting / rolling.

A10.1 Instrument: Time-Inc. Ultrasonic Thickness gauge from China being used extensively in many places. However, there are equipment from other manufacturers also available in the market. The equipment comprises of display unit with dual probe and cable. However, different probes are required to be used depending on the thickness to be measured and angle of curvature.

A10.2 Reference code: The reference code is: IS: 15435-2003

A11 Load Test: For the assessment of load carrying capacity in reinforced concrete members such as beams and slabs, load tests may be carried out as per provisions of IS 456. These may be conducted in buildings where distress is noticed under slabs/beams. They may also be carried out for slabs and beams of office buildings where distress is noticed and/or where it is noted that there has been a change in usage pattern resulting in higher loads than those considered in design.

A11.1 Standard Procedure: Standard procedure as per clause 17.6 of IS-456-2000 is to be followed.

A11.2 Reference codes: The reference codes are: IS: 456-2000 (Clause 17.6)

Section B: Guidelines on classification of the defects

HANDBOOK ON REPAIRS & REHABILITATION OF RCC BUILDINGS

TABLE 3.2 : Classes of Damage and Repair Classification

Class of Damage	Repair Classification	General Observations on the Condition of Concrete	Repair Requirements
'Class O'	Cosmetic	Only final finishes disfigured. No structural distress observed.	Redecoration, if required
'Class 1'	Superficial	Final finishes/skin alone damaged. No structural cracks observed. Carbonation depths not yet reached reinforcement level.	Superficial repair of slight damage to non-structural finishes
'Class 2'	Patch Repair	Minor structural cracks observed and /or carbonation depths reached reinforcement level	Non-Structural or minor Structural Repair limited to crack sealing, restoring the lost cover concrete, if any, due to corrosion of reinforcement. Carbonation resistant surface protective coating, shotcrete or other repair material reinforced with nominal light steel fabric
'Class 3'	Principal Repair	Spalling of cover concrete, major structural cracks, including cracking along reinforcement due to corrosion or otherwise leading to substantial reduction of load carrying capacity.	Strengthening repair to reinforced concrete in accordance with the load-carrying requirement of the member. Concrete strength may be extremely low and reinforcement dia might have been significantly reduced requiring check by design procedure. Make up reinforcement may have to be provided in case of deficiencies due to deterioration
'Class 4'	Major Repair	Major structural loss necessitating replacement of structural member.	Major Strengthening repair ignoring the original concrete and reinforcement or demolition and recasting

Table 3.3 : Commonly Observed Order of Deterioration of RCC Building

Commonly Observed Order	Location of RCC component
First	Wet / water stagnating areas with RCC elements located on external direct exposed walls/slabs and frequented with alternate wetting/drying cycle.
Second	Thin exposed non structural RCC elements e.g. chhajjas, railings, facias, fins etc
Third	Terrace RCC slab with ineffective insulation, water proofing and drainage systems
Fourth	Wet areas with RCC elements located on inner unexposed walls and frequented with alternate wetting/drying cycle
Fifth	Beams/columns with one face exposed direct to sun and rain and the other face unexposed.
Sixth	Beams/Columns exposed to rain and sun from all sides.
Last	Beams/Columns/Slabs located in the interior of building.
<p><i>Note : These are indicative and based on assumptions that the quality of concrete is uniformly good or poor at all locations. May vary upon the degree of exposure, frequency of wetting/drying cycles.</i></p>	

Section C: Scaffolding -

(a) Providing and fixing double scaffolding system (cup and lock type) with 40mm and 25mm dia MS tubes on exterior side up to three storey height including additional rows of scaffolding in a stepped manner as per site requirement. The frame work of scaffolding made with 40 mm dia M.S. tube, placed at 1.5m centre to centre, horizontal and vertical tubes joining with cup and lock system with MS tubes, MS tube chollies, MS clamps and MS staircase system in the scaffolding for only platform etc., and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connection with building etc., wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen etc., complete as per directions and approval of Bank's Engineer.

(b) Providing and fixing net of required width made of high-density polyurethane UV stabilized knitted of density 100 gm/ Sq m shading coefficient 75% around the vertical extension as per requirement including fastening/ tying with briedys/ scaffolding pipes or any other fixture etc., complete as per direction of Bank's Engineer. Rate shall include for disposal of all debris, waste material generated under different items of work out of Bank's premises to a place permissible by local municipal authority.

Section D: Format of Stability Certificate for Building

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 structure. The observations and a summary of the evaluation have been recorded as per the Structural Audit Report enclosed herewith.

I/We have also carried out a number of Non-Destructive/Semi-Destructive Tests (NDT/SDT) 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 restoring the distressed portion of the structuralelements to strengthen them. While doing so, I/We have taken cognizance of the Bank's Guidelines for repair, rehabilitation and restoring. The building has undergone repair rehabilitation and restoration according to the methodology and specifications given by me/us and its execution in thefield has been supervised by me/us through periodic visits.

I/We hereby certify that the repair rehabilitation and restoration 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 applicable Indian Standards and is safe and serviceable during its economic life span.

Place:

Signature of the Consultant

Date:

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

Section E: Periodical Site Supervision of Repair, Rehabilitation and Restoration Scheme and its Certification by Consultant

E1. It is necessary that the Consultant undertakes the responsibility for site supervision as work activities involved in repair, rehabilitation and restoration are of a specialized nature, requiring the knowledge and experience of similar work. Being the consultant for the supervision for the repair, rehabilitation and restoring works, following course of duties shall be undertaken by the Structural Consultant

E2. Remedial measures such as repairs/rehabilitation, with cost estimate/BOQ/timeline (as per scope of work) suggested/submitted by the consultant will be considered by Bank by preparing RFPs and obtaining competitive bid through empaneled/eligible firms. Necessary additions/alteration /modifications in BOQ /draft RFP if any, may be incorporated by the consultant in this regard.

E3. The consultant may carry out periodic site supervision of such repair, rehabilitation, remedial, restoration measures as detailed and subsequent certification as per standard format of Structural Stability Certificate as per Section D.

E4. **Quality plan:** Before placing of work order to the Consultant, the consultant shall submit an exhaustive Quality Plan to the Bank's Engineer covering all the details required for the efficient and smooth supervision of the work to be carried out. It shall be covering following responsibilities (but not restricted to) to be undertaken by the consultant.

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

E5. Minimum scope of work to be undertaken by the consultant during the supervision. The consultant shall undertake following responsibilities, but not limited to, during repair, rehabilitation and restoration works for ensuring achievement of the target as envisaged under the scope of the work.

Minimum Dedicated Technical Staff	a	<p>The Consultant shall nominate dedicated technical staff, who are required to be committed for the consultancy work. Minimum number of dedicated staffs required, and their qualification required are as follows.</p> <p>Engineer with Degree in Civil Engineering and 10 years' experience of which with 5 years in repairs and retrofitting/rehabilitation work): 1No.</p> <p>or</p> <p>approved Equivalent</p>
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		(i)	Frequency of the visit, Roles and responsibility of the dedicated staffs can be indicated in the Quality Plan, in a mutually acceptable manner, enabling the efficient discharge of contractual responsibility of the consultant encapsulated under this contract.
Check list on material inspection.	b		Proper record of materials, especially the construction chemicals, received on site for rehabilitation work needs to be maintained by the Consultant and checked by the Consultant with reference to the specifications prepared for the work. Necessary formats shall be got approved from the Bank's Engineer
		(i)	Following aspects need to be checked/covered by the consultant: i. Compliance to brand specified/ accepted as equivalent. ii. Quantities, iii. Batch numbers, iv. Manufacturing dates shelflife etc.
Consumption monitoring:	c		The consumption of various materials used for rehabilitation needs to be maintained by consultant and checked by the Consultant with reference to the specifications prepared for the work. The desired consumptions of materials per unit of measurement of work should be established before starting the work. This shall be based on the specifications (such as mix proportion for repair mortars or number of coats for protective coating etc.) and manufacturer's data sheets
		(i)	Following aspects need to be recorded. i. Material inward, ii. Consumption, iii. Balance materials Daily turnout of various activities in terms of unit of payment as per BOQ, Correlating consumption and turnout.
Checklist on work procedures:	d		The specification laid down for the work states various steps, which are required to be undertaken for each of the rehabilitation item. It is necessary to check at every stage whether all previous steps, which are prerequisite to the step under consideration, are properly carried out. A checklist is therefore necessary to be maintained by consultant and checked by the Consultant.
		(i)	Various aspects in the checklist are as follows: Surface preparation quality check. Intermediate inspection after every step-in repair rehabilitation. Reinforcement checking in case of jacketing or new concrete.

Site tests:	e	As a part of quality control, tests are required to be carried out on repair mortars, micro- concrete etc. These would be required as per guidelines given in the specifications (type of test, frequency of test and required values of test results). The tests can be conducted at site if the facilities are available. Alternately, the samples should be cast and cured at site as per specifications and then samples should be sent to test laboratories.
Maintaining documentary records and visual records:	f	Documentary records and visual records of all activities are required to be maintained at site by the Consultant. For which necessary temporary storage facility has to be arranged by the consultant.
	(i)	<p>These shall include:</p> <p>Photographs before, during repair and after completion of repair, rehabilitation and restoration. These should be taken at every step for all major retrofit members and areas.</p> <p>Areas taken up for repairs, average depth of repairs for section make up.</p> <p>Updated and checklists maintained at site.</p> <p>Registers shall be updated by the consultant and kept under custody of the consultant. Necessary initials required from Banks Engineer shall be obtained.</p>
Certification of work executed:	g	Consultant should issue Structural Stability Certificate for site supervision of work. The certification of work executed is to be done by the Consultant ensuring that:
		<p>The work has been done as per original specification in contract documents for the work and approved additions, alterations etc. in it during the course of work.</p> <p>Specified materials have been used in requisite quantities as per specifications</p>
		<p>Testing has been done and results of test for materials and final products (such as PMM and Micro concrete etc.) are as per laid down specifications.</p> <p>Quantities executed are as per daily registers maintained and jointly signed.</p>

Note:

(i) The consultant should go through all the above points, understand the scope of work thoroughly and while quoting the price bid should consider scale of fees for consultation and periodic supervision of rehabilitation work separately.

(ii) Remedial measures (as per cost estimate/BOQ/timeline) suggested by the Consultant agency will be taken up by the Bank by obtaining competitive bid.

The consultant may carry out periodic site supervision of such remedial/rehabilitation measures as detailed and subsequent certification as per standard format of Structural Stability Certificate as per section D.

Place

Date

Signature of Consultant with their Seal

Section-VI

Draft articles of Agreement

(To be executed in stamp paper of appropriate value)

ARTICLES OF AGREEMENT made on the _____ day of _____, between the **Reserve Bank of India,**

_____, **having its Central Office at Mumbai 400 001** (hereinafter called "the Bank") of the one part and

_____ (hereinafter called "the Consultant") of the other part.

WHEREAS the Bank is desirous of availing the _____ (Name

of the Work) _____

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

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

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

1. In consideration of the said 'Contract Amount' to be paid at the times and in the manner set forth in the said Conditions, the Consultant shall upon and subject to the said conditions provide the services described in the said 'Scope of work'.

2. The Employer shall pay the Consultant, the said 'Contract Amount' or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3. The Reserve Bank of India will administer and directly arrange for invitation of RFPs, supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations for the Work Contract for which the Consultant are to be provided.

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

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

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

7. All payments by the Employer under this Contract will be made only at_____.

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

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

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

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

12.12.

(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 If the Consultant is a partnership or an individual.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Consultant has caused its common seal to be affixed hereunto and the said two has caused these presents and the said two hereof to be executed on its behalf, the day and year first herein above written.

Signature Clause:

SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri

(Name and designation)

in the presence of Witnesses

1) _____

(Witness 1)

Address: _____

If the Consultant is a Company

<p>2) _____</p> <p>(Witness 2)</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>
<p>If the Consultant is a partnership firm or an individual should be signed by all or on behalf of all the partners</p>
<p>SIGNED AND DELIVERED the</p> <p>consultant by the hand of Shri. /</p> <p>Smt. _____</p> <p>_____</p>
<p>in the presence of Witnesses</p>
<p>1) _____</p> <p>(Witness 1)</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>
<p>2)</p> <p>_____</p> <p>(Witness 2)</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>

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) _____

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

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

1) _____

Section - VII

INDEMNITY BOND FOR STRUCTURAL CONDITION ASSESSMENT WORK TO BE UNDERTAKEN AT RBI OFFICERS' QUARTERS, KAPILA BLOCK, KHB GAMES VILLAGE, KORAMANGALA, BENGALURU

THIS INDEMNITY BOND is executed at Bengaluru, on this of month.....2025, by, having its Registered Office at....., (hereinafter called the "Indemnifier/Consultant" which expression shall mean and include their successors, administrators, executors, legal representatives and assigns) in favour of the RESERVE BANK OF INDIA, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Fort, Mumbai - 400 001, (hereinafter called the "Indemnified/RBI" which expression shall mean and include its successors, legal representatives, administrators and assigns)

WHEREAS the Consultant, as per the provisions of the contract between the Consultant and RESERVE BANK OF INDIA, has/have started/shall start structural condition assessment of properties in Kapila block, Koramangala more fully, described in the Contract, particularly in accordance with the Structural design formulated in the relevant IS Codes/National Building Code of India (hereinafter referred to as the "NBCI") and has maintained/shall maintain all necessary provisions spelt out in the NBCI/relevant IS Codes.

AND WHEREAS all materials already in use or to be used and workmanship already adopted or to be adopted in such consultancy work shall as far as possible be of good quality as referred to in the NBCI/relevant IS Codes and any alternative materials or workmanship if used, must be in conformity with the standards recommended by NBCI/relevant IS Codes.

AND WHEREAS in terms of clause of the RFP the Consultant shall indemnify Indemnified/RBI against any damage expense, liability, loss or claim which the Employer might incur, sustain or to be subject to arising from any breach of the consultants' responsibility and/or warranty set out in this clause and relevant provisions contained in the RFP.

AND WHEREAS the Indemnifier has agreed to furnish such indemnity to the Indemnified.

NOW THIS BOND OF INDEMNITY WITNESSETH that the consultant along with the below mentioned two sureties hereby jointly and severally guaranteed and agrees at all times to save and defend and keep harmless the Indemnified/RBI, their successors and assigns and keep indemnified the RBI from and against all claims, demands, actions, proceedings, losses, damages, judgements, costs, charges and expenses which may be brought against the RBI or commenced against the RBI and which the RBI may have to incur, pay or suffer directly or indirectly on account of or in connection with the following:

- 1) Any type of negligence or non-compliance of or deviation from rules and regulations or in respect of the faulty specification of materials/alternative materials used or faulty workmanship/alternative workmanship adopted by the consultant, at any stage during construction or thereafter in such event the RBI shall not be held responsible.
- 2) Any damage to the said structure due to faulty design, substandard construction technique or using substandard materials or any other reasons whatsoever.

- 3) At any time during the period of repair/rehabilitation it is found that the work is not carried out in accordance with the plan and design/scheme approved by the RBI or it is subsequently detected that any paper/document submitted by the Consultant is/are false or has not been issued by the concerned competent authority or consultancy work is at variance with the guidelines and instructions issued thereof in such event the RBI shall have the right to suspend the work and direct the Consultant to remedy the defects failing which money deposited with the RBI shall be forfeited and legal action will be initiated by the RBI.
- 4) Non-compliance/ non-adherence by the Consultant of the requirements of the NBCI/relevant IS Codes, technical standards, laws, designs including structural designs as per relevant clause of RFP any inadequacy, insufficiency, impracticability or unsuitability in or of the Bank's requirements or any part thereof and failure to fulfill their responsibility in respect of the suitability, adequacy, integrity, durability and practicality of the RBI's proposal, in such event, the Consultant shall take into account, address or rectify such inadequacy, insufficiency, impracticability or unsuitability at the Consultant's own cost.

IN WITNESS WHEREOF this Bond of Indemnity is executed on this _____ day of _____, at _____, in the presence of the following witnesses.

For _____ PRIVATE LIMITED,

DIRECTOR.

Witnesses

Sureties:

CONSULTANT/INDEMNIFIER

SCHEDULE

Plot No. _____

Premises No. _____

Area in Sq. M. _____

Street No. _____

Action Area _____

SECTION VIII

SCHEDULES (A to H)

SCHEDULE - A

Notes for Schedule of Quantities (SOQ)			
1	The Part II: Price Bid - Schedule of Quantities shall be read in conjunction with the technical specifications, RFP conditions, RFP drawings if any and bid documents. CONSULTANT shall not rely merely on the description given in the Schedule of Quantities.		
2	Quantities of work indicated in the Schedule of Quantities are based on the actual measurement and are standard quantities building wise, etc. for each item of work, based on which payment will be made based on satisfactory completion of work. For part completion of work in a building if any or variation the actual measurement will be done, and payment will be made based on the quoted rate. The Bank reserves the right to modify any aspect of the scope of RFP at any time during work.		
3	The Consultant shall fill his rates and amounts for all the items for the specified quantities indicated in Part II: Price Bid- Schedule of Quantity issued by the Employer online mode.		
4	Quoted Prices shall be in Indian Rupees only.		
5	Unit Rates shall be submitted for all items, and they shall be firm for the entire duration of the contract and any approved extended period.		
6	The quantities of work carried out against each item shall be measured and paid at the rates quoted in the Part II: Price Bid (Schedule of Quantities) where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.		
8	BIDDER shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.		
9	Abbreviations used are as under:		
	i)	No.	Number
	ii)	Cu m	Cubic metre
	iii)	Sq m	Square metre
	iv)	m	Metre
	v)	LS	Lump sum
	vi)	MT	Metric Tonne
	vii)	Kg	Kilogram

Schedule B

Material Testing and Quality Assurance Plan:

Consultant shall adhere to the detailed material testing/quality control plan/method of application, etc. as per the approved manufacturer methodology/specifications and guidance, relevant IS codes and standards covering the entire scope of work as per schedule of quantity and specifications and with the approval of Bank's Engineer while executing the work.

Schedule C

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground/floor.
4. No portable single ladder shall be over 8m in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used, an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5m of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

11. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed or scrapped.

12. Overalls shall be supplied by the Consultant to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

13. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY CODE

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.

2. Only ISI marked 3 pin plug and other appliances, and equipment shall be used.

3. Electrical power cables/wires used shall not have any joints and shall be properly rated.

4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.

5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.

6. Two buckets of water and sand shall be kept in an easily accessible area on the site.

7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.

8. Used paint drums shall be stored in specified store only after closing them properly.

9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug, etc., depending upon the requirement of the work shall be provided by the Consultant to the workmen to prevent occupational health hazards.

10. The safety belt shall be provided by the Consultant and used by the workmen while working from height for more than 10' from Ground level.

11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. The power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on a daily basis, removed from site and stored at the designated place in proper manner.
16. Any debris generated from the work shall be collected on a daily basis, removed from site and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the Consultant to the workmen while working beyond office hours.

Schedule D

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

Sl. No.	Description of the Document	Remarks
1	Contract Agreement.	Certified true copies of the contracts
2	Drawings, if any	As per contract
3	Work Programme Chart	To be submitted by the successful bidder.
4	Work instruction / Site order Book	For issue of instructions by Bank's Engineer or his representative at site in the course of day to day supervision. This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Bank's Engineer or his representative, another by the Consultant and the third copy shall remain in the book on which the S shall be recorded by consultant after taking required action.
5	Material at site Register	To record the material received and issued by on daily basis by the Consultant.
6	Test Reports/ certificates for Materials/ equipment	To maintain record of test reports/ certificates received from manufacturers as applicable
7	Hindrance register	For recording the details of hindrances, reasons & its clearance with time period jointly signed by the Site Engineer/ Bank's Engineer representative and the Consultant's representative

Schedule E

(Section II) - General Rules and Instructions to Bidders (including prequalification criteria) - Information

Bids in Two Bids System	2	RFP Inviting Authority The Regional Director, Estate Department, 2nd floor, Main Office Building, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001
		<u>Name of the Work:</u> Structural Condition Assessment and Repairs/Rehabilitation scheme (stage wise) of four towers of RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru Estimated cost of work: 40.24 Lakh
	2, 14	Due Date and Time for submission of e-RFP/ January 20, 2026 up to 10.00 hrs RFP submission mode: e-RFP
e-RFP fee	4 (ii)	e-RFP transaction fee shall be paid in the MSTC Website as applicable, as detailed in schedule H.
Earnest Money Deposit (EMD)	4(iii) and 11	<u>₹80,500/- (Rupees Eighty thousand five hundred only) in the form of DD or Bank Guarantee (BG) issue by a Scheduled Bank (validity of BG at least up to validity of bid),</u> drawn in favor of Reserve Bank of India, Bengaluru to be delivered in physical form at Estate Department., Reserve Bank of India, 10 - 38, Nrupathunga Road, Bengaluru - 560001 OR <u>NEFT- ₹80,500/- (Rupees Eighty thousand five hundred only)</u> towards Beneficiary Name: Reserve Bank of India, Bengaluru IFSC: RBIS0BGPA01 Account No: 8692299 Proof of remittance indicating transaction number and other details (scanned copy) shall be uploaded on Bank's approved e-RFP portal along with other RFP documents and the same shall also be sent via email to estatebangalore@rbi.org.in
Clarifications and pre-Bid Meeting	5	Date and Time of Pre-Bid Meeting January 06, 2026 at 11.00 hrs 1. Venue - 2 nd Floor, Estate Department, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001.

Opening of Bids	16	Date of opening of RFPs/bids (Part-I) - January 20, 2026 at 11.00 AM on e-RFP mode.
Bid validity	17	Bid validity -Three Months from the date of opening of price bid
Time for Completion of work	23	Time allowed to complete the work: 3 months for stage I, 2 months for stage II (a) and 18-day visit for stage II (b) from the 10 th day of written work order.

Pre-qualification of structural consultant/consulting firm for conducting structural condition assessment, evaluation, repair and rehabilitation consultancy for works costing up to ₹50 lakh.

S No	Prequalifying details	Minimum Pre-qualification criteria	Details to be furnished
1	Details of the Structural consultant/ consulting firm	Name of Registering Authority, Date, and Registration number, etc. Details of Registration of the consulting firm /organisation: whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body. etc. The Consultant (i) Should have Valid Goods and Service Tax (GST) registration (ii) Should be a member of the Indian Association of Structural Engineers with valid registration or Registered with Municipal corporations/ statutory authorities as structural engineer etc.	The structural consultant/ consulting firm should fill up the information in <i>format 1</i> annexed herewith. All documentary evidence to be furnished. (Copy of registration to be submitted).
2	Duration of past experience	Structural consultant/consulting firm should have minimum 5 years of experience in consultancy for similar work* i.e., the first work order should be issued on or before November 30, 2020 .	Details of past experience to be furnished in <i>format 2</i> annexed herewith. The details shall be with documentary evidence (copy of work award and work completion letters issued) for each of the similar consultancy works* executed during past 5 years.

S No	Prequalifying details	Minimum Pre-qualification criteria	Details to be furnished			
3	Number and minimum cost of each completed eligible work in last 5 years (to be reckoned from November 30, 2025)	<table><tr><td>(i) 3 works - each work costing not less than ₹16.10 lakh</td></tr><tr><td>(ii) 2 works - each work costing not less than ₹20.12 lakh</td></tr><tr><td>(iii) 1 work - each work costing not less than ₹32.19 lakh</td></tr></table>	(i) 3 works - each work costing not less than ₹16.10 lakh	(ii) 2 works - each work costing not less than ₹20.12 lakh	(iii) 1 work - each work costing not less than ₹32.19 lakh	Details of completed similar consultancy work shall be furnished as per <i>format 3</i> along with, work award as well as work completion letter issued and also with the client certificate for each shall be furnished as per <i>format 3 (A)</i> annexed herewith.
(i) 3 works - each work costing not less than ₹16.10 lakh						
(ii) 2 works - each work costing not less than ₹20.12 lakh						
(iii) 1 work - each work costing not less than ₹32.19 lakh						
S No	Prequalifying details	Minimum Pre-qualification criteria	Details to be furnished			
4	Organizational setup	<p>i) The Consultant/ Consulting firm shall have <i>at least</i> 1 Structural Engineer (Masters) with minimum experience of 10 years (out of which minimum 5 years should be in similar consultancy work*.</p> <p>ii) In addition, the consulting firm should have minimum 2 personnel with Degree/ diploma in civil engineering and minimum 5 years of experience in similar consultancy 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.</p>	Details to be furnished in <i>format 4</i> annexed herewith along with evidence of supporting documents.			

Note: * **Consultancy for similar work** means conducting structural condition assessment, tests evaluation and repair, rehabilitation, consultancy.

a) Regarding Client's certificate, for each completed works carried out for Government/ Public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

b) It is quite possible that one consultancy firm may not have capability of undertaking all aspects of consultancy assignments on its own. It is accepted practice to allow the main

Consultant to associate themselves with their Associate Consultant(s) duly supported by explicit irrevocable consent of engagement in writing.

Format 1

Composition of the consultant/consulting firm/ organization

1	Name of the Structural Consultant/ Firm		
2	Registered Address		
3	Address for Correspondence		
4 (a)	Contact Person		
4 (b)	Designation		
4 (c)	Telephone		
4 (d)	Mobile No:	Alternate mobile no:	
4 (e)	e-mail id:	Alternate e-mail id:	
5	GST Registration details and no:		
6	Number of years of experience of the structural consultant/ consulting firm in the field		
7	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Bank's proposed work:		
8	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof.		
9	Has the structural consultant/ consulting firm or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the project and reasons for abandonment.		
10	Has the structural consultant/ consulting firm or any constituent partner in case of partnership firm, ever been debarred /blacklisted for competing in any organization at any time? If so, give details		
11	Has the structural consultant/ consulting firm or any constituent partner in case of partnership firm, ever been convicted?		
12	Whether the structural consultant/ consulting firm is involved in frequent civil suit /litigations in the contracts/being executed now. If yes, please furnish the details in proforma given below.	Yes/ No:	

Sl no	Name of the project and Employer	Nature of work	Work order No and Date	Present stage of work	Value of contract	Brief details of litigation if any
1.	2.	3.	4.	5.	6.	7.

Signature of the consultant

Name & Designation

Date and Place Office

Seal:

PREVIOUS WORK EXPERIENCE

List of important consultancies for similar works executed by the Structural Consultant/ Consulting firm (including works completed on or before November 30, 2025-shwing five year experience i.e. the first work shall be awarded on or before November 30, 2020.)

SI no	Name of similar work and location	Nature of work involved in the contract (e.g., Renovation of office building, residential quarters).	Name of the structural consultant/ consulting firm. Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or contract was terminated from either side?	Litigation /Arbitration, if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

(Attach supporting documents)

Signature of the consultant with seal

PREVIOUS EXPERIENCE

Details of consultancy for similar work/s (qualifying) completed during last five years (reckoned from November 30, 2025)

(The work/s costing above the minimum value specified in pre-qualification criteria)

Sl no	Name of similar work and location	Nature of work involved in the contract (e.g., Renovation of office buildings/ residential quarters).	Name of the consultant/ firm Also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of bidder's client who can be contacted by the bank in case it is so needed).	Cost of work		Period of completion			Reason of delay, if any	Whether work was left incomplete, or contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
					Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5.	6 a	6b	7a	7b	7c	8	9	10	11

(Attach supporting documents)

Signature of the consultant with seal

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONSULTANT/ FIRM (On Client's Letter Head)

Name & address of the Client :

Details of Works executed by Shri /M/s :

1. Name of work with brief particulars :

2. Agreement No. and date :

3. 3. Agreement amount :

4. Date of commencement of work : 5.

Stipulated date of completion :

6. Actual date of completion :

7. Details of compensation levied for delay (indicate amount) if any:

8. Gross amount of the work completed and paid :

9. Name and address of the authority under whom works executed:

10. Whether the consultant/ firm employed qualified Engineer during execution of work?

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

(ii) Amt. of work paid on reduced rates, if any.

12. i) Did the consultant/ firm go for arbitration?

ii) If yes, total amount of claim iii)

Total amount awarded

12. Comments on the capabilities of the consultant/ firm

a) Technical proficiency	:	Outstanding/Very Good/ Good/Satisfactory/poor
b) Financial soundness	:	Outstanding/Very Good/Good/Satisfactory/poor
c) Mobilization of adequate T&P	:	Outstanding/Very Good/Good/Satisfactory/poor
d) Mobilization of manpower	:	Outstanding/Very Good/Good/Satisfactory/poor
e) General behaviour	:	Outstanding/Very Good/Good/Satisfactory/poor

Signature of the Reporting Officer* with Office seal

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

- (ii) * Clients Report/certificate (a) for each of qualifying similar completed consultancy works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank (b) for each of the qualifying similar completed works carried out for Private companies shall accompany Tax deduction at source, TDS certificate has to be submitted for proving the credentials/contract amount.

List of Technical Personnel, Giving Details about their Technical Qualifications

Sr. No.	Name	Age	Qualifications	Construction experience	Nature of works handled	Name of the projects handled costing more than ₹ lakh	Date from which employed in your organisation	Indicate special experience (if any) such as Advanced Construction management techniques like CPM/PERT and indicate projects in which such techniques were employed if any
1.	2.	3.	4.	5.	6.	7.	8.	9.

(Attach supporting documents)

Signature of the consultant with seal

Schedule F

General Conditions of the Contract (Section III) – Information

Definitions		
	2.	
	i)	Name of the Work – Structural Condition Assessment and Repairs/Rehabilitation scheme (stage wise) of four towers of RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru
	iii)	Employer - The Regional Director, Estate Department, 2nd floor, Main Office Building, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001
	xiii)	The Bank's Engineer: AGM (Tech) / Manager (Tech) / AM (Tech), Reserve Bank of India, Estate Department Thiruvananthapuram
	xxii)	The percentage mentioned to cover all overheads and profits - 15%
Discrepancies and Adjustment of Errors (order of preference)	8.2	The Competent Authority - The Regional Director, Estate Department, 2nd floor, Main Office Building, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001
		CLAUSES OF CONTRACT
		CLAUSE 1 A
Recovery of Security Deposit		Retention percentage – 5% from every bill subject to 5% of the contract price
		CLAUSE 2
Compensation for Delay		Authority for fixing compensation under clause 2: The Regional Director, Estate Department, 2nd floor, Main Office Building, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001
	(i)	Compensation at the rate 0.25% of the accepted contract amount per week, subject to maximum of 10% of the accepted contract amount.
	(ii)	Not applicable
		CLAUSE 5

Time and Extension for Delay	Date of commencement: 10 th day from the date of award of work Time allowed for completion of work: 3 months for stage I, 2 months for stage II (a) and 18 days visit for stage II (b) from the date of commencement.	
	(i)	Recovery is Not Applicable
	5.3, 5.4	The Regional Director, Estate Department, 2nd floor, Main Office Building, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001
	CLAUSE 6 or CLAUSE 6A	
Measurements of Work Done	Clause applicable – 6A	
	CLAUSE 11 A	
Action in case Work not done as per Specifications	Authority for accepting reduced rate: The Regional Director, Estate Department, 2nd floor, Main Office Building, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001	
	CLAUSE 12	
Deviations/ Variations Extent and Pricing	Deviation limit beyond which clause 12.2 C shall apply - 25% beyond the RFP item quantity specified in the Schedule of Quantity	
Deviation - Deviated Quantities and Pricing		
	CLAUSE 17	
Consultant Liable for Damages, defects during defect liability period	Defects Liability Period - 12 months from the date of completion and handing over the Completion Certificate to the Employer Competent Authority for deciding reduced rates: The Regional Director, Estate Department, 2nd floor, Main Office Building, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001	
	CLAUSE 25	
Settlement of Disputes & Arbitration	Competent Authority for referring the dispute: The Regional Director,	

	<p>Estate Department, 2nd floor, Main Office Building, Reserve Bank of India, 10-38, Nrupathunga Road, Bengaluru-560001</p> <p>Place of Arbitration - Bengaluru, Karnataka, India</p>
	CLAUSE 31
Water and Electric power supply for work and Alternate water supply arrangements	Bank will make available water and electricity power supply required at one point free of charge. Consultant shall arrange to make arrangement for connection with safety fixtures.
	CLAUSE 33
Insurance in respect of damages to Persons and Property	<p>Consultant shall take following Insurance Policies:</p> <p>Consultant's All Risk Policy for the full Contract Value for entire Contract Period</p> <p>Workmen Compensation Policy for all workmen deployed at site</p> <p>Third Party Liability Policy as per following details:</p> <p>For injury to persons – Rs 2 Lakh per person per accident</p> <p>For damage to property – Rs 5 Lakh per accident</p> <p>Subject to overall ceiling as per extant Insurance guidelines</p>
	CLAUSE 34
Employment of Technical Staff and employees	Minimum required Personnel at site shall be as per scope of work, failing which recovery at the specified rates as below shall be effected from the Consultant:

Schedule G
GREEN BUILDING REQUIREMENTS

Reserve Bank of India (RBI) intend to follow Green Building norms for Structural Condition Assessment and Repairs/Rehabilitation scheme (stage wise) of four towers of RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru

Green Building norms involve complying with the green building specification like using of certain green materials, following of sustainable procedures and certain measures during the captioned work, as spelt out in this document. The contractor shall ensure to comply the material specifications/ works as per Schedule of Quantities for the respective items and all the work procedures/ processes as specified in this schedule.

To comply with Green Building requirement, wherever called for, the Contractor shall provide necessary documents / drawings issued by the manufacturers and this document shall generally cover test certificates, Letter of authorization in terms of standards, thermal values, and relevant data, MSDS, write-ups / detailed description of the particular material / equipment, as stipulated by the Bank's Engineer prior to ordering the materials and after the supply of materials or at appropriate stages.

The contractor shall verify with Bank's Engineer regarding the correctness of the green specification before ordering and procurement of materials and equipment supplied to the work.

If the material specifications, the drawings and the relevant documents do not meet the specified norms; it shall be the sole responsibility of the contractor to satisfy the specified green norms by replacing the materials / equipment with the prior approval of the Bank's Engineer. Site measures during the work like:

- 1) All paint having VOC content less than 50 grams/litre
- 2) topsoil preservation wherever directed,
- 3) protecting existing site features / trees
- 4) storm water management during the construction/work
- 5) Dust prevention, noise prevention as per the local municipal norms are the sole responsibility of the contractor, etc. as applicable.

Place:

Signature / Digital Signature of bidder

Date:

Schedule H

IMPORTANT INSTRUCTIONS FOR e - RFP

Guidelines for e-Procurement

Bidders are requested to read and understand the terms & conditions of this RFP before submitting their online RFP.

Process of e-RFP:

A) 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 will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Special Note: The Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/eprocn

- 1) Vendors are required to register themselves online with www.mstcecommerce.com => e-Procurement => PSU/Govt depts. => Select RBI Logo => 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 e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e- RFP.

Contact Persons (RBI - During Office Hours only):

- 1.
- 2.

Contact Persons (MSTC Ltd – During Office Hours only):

Name	E-Mail ID	Landline No.	Mobile No.
Shri Ganesa Murthy	bmtvcmtc@mstcindia.in	0471-2326686	09176616410
Shri Santosh Rajendran	skrajendran@mstcindia.in	0471-2326686	08884600700

B) System Requirements:

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type Digital Signature
- iv) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history / Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools => Internet Options => custom level (Please run IE settings from the page www.mstcecommerce.com once)

The ‘Techno-Commercial Bid’ and the ‘Price Bid’ shall have to be submitted online at www.mstcecommerce.com/eprocn. RFPs will be opened electronically on specified date and time as given in the RFP.

All entries in the RFP should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” link under “My Menu” in the vendor login. The vendors have to select the particular RFP from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-RFP without making the payment towards transaction fee.

Note

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

Information about RFPs / corrigendum uploaded shall be sent by email only during the process till finalization of RFP. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-RFP cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-RFP:

- a) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' (Part-I) and 'Price Bid' (Part-II).
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- d) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- e) Pages of Part I (Techno-Commercial Bids) of the RFP where details shall be filled in and signed, shall be downloaded from the uploaded RFP documents, details filled in, signed and uploaded. Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- g) During the entire e-RFP process, the vendors will remain completely anonymous to one another and also to everybody else.
- h) The e-RFP floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-RFP process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- j) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- k) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the RFP in full or part, without assigning any reason thereof.

No deviation of the terms and conditions of the RFP document is acceptable after opening of Part I of the RFP. Submission of bid in the e-RFP floor by any vendor confirms his

acceptance of terms & conditions for the RFP. Any order resulting from this RFP shall be governed by the terms and conditions mentioned therein. The RFP inviting authority has the right to cancel this e-RFP or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page <http://www.mstcecommerce.com/eprocn> to familiarize them with the system before bidding.

Bidders are requested to quote rates without G.S.T. on 'Works Contract' and the same will be added automatically by the system. Thus, the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the RFP.

I/We hereby declare that I/we have read and understood the information provided in Schedule A to Schedule H above.

Place:

Signature of bidder with seal

Date:



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BENGALURU**

Request for Proposal (RFP)

for

RFP for Structural Condition Assessment and repairs/rehabilitation scheme (stage wise) of four towers of RBI Officers' Quarters, Kapila Block, KHB Games Village, Koramangala, Bengaluru

Part II Schedule of Quantities/ Price Bid

Name of Consultant: _____

Address: _____

Start Date of Submission of Tender	December 30, 2025; 12.00 PM onwards
Date of opening of Part-I	January 20, 2026 at 11.00 AM.

SI No	Description of work	Quantity	Rate ₹	Amount ₹
1	<p><u>Charges towards structural consultancy services for</u></p> <p><u>Stage I work</u></p> <p>Detailed visual observation report, Non-Destructive/semi destructive testing report, Inferences from tests carried out, evaluation of strength of materials in-situ, and related calculations, categorization of elements needing repair, rehabilitation, etc., techno economic study before arriving at a repair/rehabilitation measures.</p> <p>Stage II (a) work:</p> <p>Repair, rehabilitation, scheme for the entire list of structures, measurement sheets for the work required to be carried out, bill of quantities, etc.,</p> <p>Stage II (b) work:</p> <p>Periodical site visit and evaluation during execution of work, issue of structural stability certificate etc.,</p>	1 Job	Lump sum	
	Sub Total Amount (₹) A			
	Add applicable CGST on 9% (₹)			
	Add applicable SGST on 9% (₹)			
	Grand Total including GST (₹)			

Note: Payment will be made only for the stage wise for the services availed as per the percentage rate specified in schedule of payment at clause:

Place:
Date:

Signature of Consultant (With Seal)