



Notice Inviting E-Tender

To,

Dear Sir / Madam,

External painting - Community hall, water tank, dispensary and boundary wall

at Kidwai Nagar, RBI Kanpur

Reserve Bank of India, Kanpur invites e-tender for External painting - Community hall, water tank, dispensary and boundary wall at Kidwai Nagar, RBI Kanpur

The e-tendering shall be done through the e-tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprocn>). All eligible and interested companies / agencies / firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

E-Tender No.	RBI/Kanpur Regional Office/Estate/9/24-25/ET/434
a) Estimated cost	`Rs. 19,46,890/- (Rs. Nineteen lakh forty six thousand eight hundred and ninety only) (Including 18% GST)
b) Mode of e-tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprocn)
c) Type of e-tender	Limited (Only for firms empaneled with RBI, Kanpur under 10 Lakh to 50 Lakh category of Civil Works)
d) Date of NIT available to parties to download	September 13, 2024
e) Pre-bid meeting (Offline)	October 10, 2024 at 11:30 AM Venue: Estate Department, 2nd Floor, Reserve Bank of India, Mall Road, Kanpur, Uttar Pradesh-208001
f) EMD through NEFT	2% of the total contract amount paid through NEFT / Net banking to A/c No. 186003001, IFSC RBIS0KNPA01 (See Annexure- V) To be paid only by Successful tenderer
g) E-Tender Fees	NIL
h) Date of Starting of e-tender for submission of on-line Techno-Commercial Bid and price Bid at https://www.mstcecommerce.com/eprocn	October 11, 2024 from 04:00 PM
i) Last date of submission of EMD	-
j) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	October 22, 2024 till 12:00 PM



k) Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately		October 22, 2024 at 12:15 PM
l) Validity of the e-tender		120 days from the date of opening of Techno-Commercial bid
m) Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)		As per MSTC
n.) Performance Bank Guarantee		5% of the contract value will be submitted by the successful bidder before the commencement of the work and valid for the entire period of currency of contract.
o)	Minimum value of work to be executed for interim payment:	Rs. 10.00 Lakhs
p)	Percentage, if any, to be deducted from all bills as security money which will be refunded after successful completion of Defect Liability Period.	5%

- Successful tenderer shall pay a sum of 2% of the total contract amount paid through **NEFT** to Reserve Bank of India, Kanpur.
- The **Earnest Money Deposit** paid by the successful tenderer shall be held by the Reserve Bank of India as security for the execution of the contract. No interest shall be paid on the said deposit.
- Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids.
- The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
- Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Reserve Bank of India, Kanpur

Cover Page

PART I

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

(Terms and conditions and Technical Specifications)

**E-Tender
For**

**External painting - Community hall, water tank, dispensary and boundary wall at Kidwai
Nagar, RBI Kanpur**

RBI/Kanpur Regional Office/Estate/9/24-25/ET/434

Issued to: _____

Last date for submission: October 22, 2024 till 12:00 PM

Date of Opening: October 22, 2024 at 12:15 PM

DISCLAIMER

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

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

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

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

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

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Form of E-Tender

To,

Regional Director
Reserve Bank of India,
Estate Department,
Kanpur

Dear Sir,

Having examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating thereto as affecting the e-tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the time memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of e-tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

E-Tender No.	RBI/Kanpur Regional Office/Estate/9/24-25/ET/434
a) Estimated cost	Rs. 19,46,890/- (Rs. Nineteen lakh forty six thousand eight hundred and ninety only) (Including 18% GST)
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c) Type of e-tender	Limited (Only for firms empaneled with RBI, Kanpur under 10 Lakh to 50 Lakh category of Civil Works)
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g) E-Tender Fees	NIL

h) Date of Starting of e-tender for submission of on-line Techno-Commercial Bid and price Bid at http://mstcecommerce.com/eproc	October 11, 2024 from 04:00 PM
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l) Validity of the e-tender	120 days from the date of opening of Techno-Commercial bid
m) Transaction Fee (Non-refundable) (To be paid separately by the tenderers to MSTC vide MSTC E-Payment Gateway for participating in the e-tender)	As per MSTC
n.) Performance Bank Guarantee	5% of the contract value will be submitted by the successful bidder before the commencement of the work and valid for the entire period of currency of contract.
o) Minimum value of work to be executed for interim payment:	Rs. 10.00 Lakhs
p) Percentage, if any, to be deducted from all bills as security money which will be refunded after successful completion of Defect Liability Period.	5%

2. Should this e-tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. **I/We have to deposit a sum equivalent of 2% of contract amount as Earnest Money** with the Reserve Bank of India, upon being successful tenderer, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

4. Our bankers are (full address)

(i)	
-----	--

(ii)	
------	--

The 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 true copy of the Power of Attorney should be attached)	

Yours faithfully,

Signature of Contractor

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

करारनामा / Articles of Agreement

(₹100/- स्टाम्प पेपर पर) / (On ₹100/- stamp paper)
(केवल सफल बोलीकर्ता हेतु) / (Only for successful bidder)

यह करार वर्ष.....के..... वें दिन एक पक्ष के तौर पर भारतीय रिज़र्व बैंक, कानपुर (जिसे इसके बाद “बैंक” कहा गया है) और दूसरे पक्ष _____ (जिन्हें इसके बाद “संविदाकर्ता” कहा गया है) के बीच निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, KANPUR (hereafter called “The Bank”) of the one part and _____ (thereinafter called “the Contractor”) of the other part.

जबकि बैंक ‘बाहरी पेंटिंग - किदवाई नगर, आरबीआई कानपुर में सामुदायिक हॉल, पानी की टंकी,

डिस्पेंसरी और चारदीवारी ” कार्य कराने का इच्छुक है और विनिर्देश तैयार किए हैं जिसमें किए जाने वाले कार्यों का

उल्लेख है।

और जबकि उक्त विनिर्देश, मात्राओं की अनुसूची पर उनके द्वारा अथवा पक्षकारों की ओर से हस्ताक्षर किए गए हैं।

WHEREAS The Bank is desirous of getting the work “**External painting - Community hall, water tank, dispensary and boundary wall at Kidwai Nagar, RBI Kanpur**” and has caused specifications describing the works to be done.

AND WHEREAS the said specifications, the Schedule of Quantities have been signed by or on behalf of the parties hereto.

और जबकि बोलीकर्ता इसमें निर्धारित की गई शर्तों और संविदा की विशेष शर्तों और मात्रा अनुसूची में उल्लिखित की गई शर्तों तथा यथा संशोधित एवं अंतिम रूप से दोनों पक्षकारों द्वारा सहमत संविदा की शर्तों (जिन्हें समग्रतः इसके बाद “कथित शर्तें” कहा गया है) में निहित शर्तों के अधीन बैंक की उक्त अपेक्षा और /अथवा कथित विनिर्देश में उल्लिखित कार्य और मात्रा-अनुसूची में शामिल कार्य को निष्पादित करने हेतु सहमत है जिसे वह उक्त में तय की गई राशि के अनुसार अथवा उसके अधीन देय होने वाली राशि के अनुसार निर्धारित दर (जिसे इसके बाद ‘कथित संविदा राशि’ कहा गया है) पर करेगा।

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as ‘the said Contract Amount’)

अतः अब उनके बीच निम्नलिखित रूप से करार किया जाता है :-

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. निर्धारित शर्तों में उल्लिखित समय और तरीके से संविदा राशि को ध्यान में रखते हुए, बोलीकर्ता निर्धारित शर्तों के अनुसार और उनके अधीन निविदा विनिर्देशों में और मात्रा अनुसूची में यथा उल्लिखित कार्य को निष्पादित और पूरा करेगा।

In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work as described in the said Specifications and the Schedule of Quantities.

2. नियोक्ता बोलीकर्ता को निर्धारित शर्तों में विनिर्दिष्ट समय और तरीके से देय संविदा राशि अथवा ऐसी अन्य राशि का भुगतान करेगा।

The Employer shall pay the Contractor, 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. उक्त शर्तों में 'आर्किटेक्ट' शब्द का आशय इस संविदा के तहत निर्मित किए जाने वाले भवन/संरचनाओं की वास्तुशिल्पीय योजना और डिजाइनिंग आदि के उद्देश्य हेतु महाप्रबंधक/ उप महाप्रबंधक, संपदा विभाग, भारतीय रिज़र्व बैंक कानपुर से है। संविदा में उल्लिखित कार्य हेतु जिस भी कारण से आर्किटेक्ट की हैसियत समाप्त होने की स्थिति में नियोक्ता द्वारा नामित अन्य कोई व्यक्ति या व्यक्तियों उस प्रयोजन के लिए आर्किटेक्ट के रूप में कार्य करेगा।

क. भारतीय रिज़र्व बैंक कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान करने और विभिन्न नियमों, शर्तों और संविदा की शर्तों को लागू करने के लिए सीधे व्यवस्था करेगा (संविदा के उपर्युक्त खंड के तहत परिभाषित कार्य को छोड़कर)। इस प्रयोजन के लिए कार्य में तेजी लाने, निर्माण की गुणवत्ता, सामग्री की गुणवत्ता, परियोजना की प्रगति और उसे पूरा करने आदि के बारे में उक्त शर्त में उल्लिखित आर्किटेक्ट से आशय सहायक महाप्रबंधक (तकनीकी) / प्रबंधक (तकनीकी) / सहायक प्रबंधक (तकनीकी) अथवा इस कार्य के लिए सक्षम प्राधिकारी, भारतीय रिज़र्व बैंक द्वारा नामित कोई अन्य व्यक्ति से होगा। संविदा के प्रावधानों को लागू करने अर्थात् मध्यस्थता के जरिए विवादों के निपटाने से संबंधित खंड के मामले में आर्किटेक्ट शब्द का आशय ऐसे अन्य व्यक्ति अथवा या व्यक्तियों से होगा जिन्हें इस कार्य के लिए नियोक्ता द्वारा नामित किया जाएगा।

The term 'Architect' in the said conditions shall mean General Manager/DGM, Estate Department, Reserve Bank of India Kanpur for the purpose of architectural planning & designing etc. of the buildings / structures to be constructed under this contract. In the event of their ceasing to be Architects for the work mentioned in the contract for whatever reason such other person or persons as shall be nominated by the Employer for that purpose will function as Architect.

- (a) The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract (except for the scope of work as defined under clause 3 above). For this purpose, the term Architect in the said condition regarding escalation of work, quality of construction, quality of materials, progress & completion of the project etc. shall mean the Assistant General Manager (Tech) / Manager (Tech) / Assistant Manager (Tech) or any other person designated for the purpose by the Competent Authority, Reserve Bank of India. As far as the operation of the provision of the Contract viz. Clause relating to settlement of disputes through arbitration, the term 'Architect' shall be read as such other person or persons as shall be nominated by the Employer for that purpose will function as Architect.

4. सक्षम प्राधिकारी को इस कार्य हेतु प्रभारी अभियंता नियुक्त करने का अधिकार है। यदि विभाग में सहायक महाप्रबंधक (तकनीकी) नहीं है, तो प्रबंधक (तकनीकी) इस कार्य के लिए प्रभारी अभियंता के रूप में कार्य कर सकता है। इसके अलावा, यदि प्रबंधक (तकनीकी) भी नहीं है, तो समक्ष प्राधिकारी के अनुमोदन से सहायक प्रबंधक (तकनीकी) इस कार्य के लिए प्रभारी अभियंता के रूप में कार्य करेगा। The Competent Authority has the power to designate Engineer-in-Charge for this work. In case the department does not have AGM with technical background in that case Engineer-

in-Charge for this work can be a Manager (Tech). Further, in case of non-availability of Manager (Tech), Assistant Manager (Tech) will act as Engineer-in-Charge with due approval of Competent Authority.

5. उक्त शर्तों और इसके साथ संलग्न परिशिष्ट को इसके साथ पढ़ा जाए और उन्हें इस करार का एक हिस्सा माना जाएगा तथा पक्षकारों को उक्त शर्तों का पालन करना होगा और उक्त शर्तों के अनुसार क्रमशः अपने-अपने हिस्से का करार निष्पादित करना होगा।

यहां योजनाएं, करार और इसमें उल्लिखित दस्तावेज इस करार के आधार होंगे।

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

The plans, agreement and documents mentioned herein shall form the basis of this Contract.

6. यह संविदा न तो कोई नियत एकमुस्त संविदा है, न ही खंडित कार्य संविदा है, बल्कि "नियोक्ता ' बाहरी पेंटिंग - किदवई नगर, आरबीआई कानपुर में सामुदायिक हॉल, पानी की टंकी, डिस्पेंसरी और चारदीवारी " के संबंध में संपूर्ण कार्य करने हेतु संविदा है, जिसके लिए भुगतान दर अनुसूची में दी गई दरों पर वास्तविक तयशुदा मात्रा और संभावित मात्रा के अनुसार अथवा निर्धारित शर्तों में किए गए प्रावधान के अनुसार किया जाना है।

This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but a Contract to carry out the work in respect of the entire of the "**(External painting - Community hall, water tank, dispensary and boundary wall at Kidwai Nagar, RBI Kanpur)**" to be paid for according to the actual measured quantities at the rate contained in the schedule of rates and probable quantities or as provided in the said Conditions.

7. संविदाकर्ता सिविल कार्यों, सेनेटरी कार्य और फिटिंग्स का संस्थापन, स्थायी जल आपूर्ति, इलेक्ट्रिकल संस्थापन, फिटिंग्स, लिफ्ट, टेलीफोन, एयर कंडीशनिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को करने हेतु हर यथोचित सुविधा उपलब्ध कराएगा और कार्य पूरा होने के पश्चात दीवारों, फर्शों इत्यादि को हुई किसी भी क्षति की भरपाई करेगा।

The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, lifts, telephone, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.

8. नियोक्ता को यह अधिकार होगा कि वह इस संविदा पर प्रतिकूल प्रभाव डाले बिना किसी भी कार्य को जोड़कर अथवा हटाकर अथवा उक्त कार्य के किसी भाग को किसी और से कराकर कार्य के स्वरूप में बदलाव कर सकता है।

The Employer reserves to itself the right of altering the drawings & nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

9. समय को इस संविदा का सबसे महत्वपूर्ण कारक माना जाएगा और संविदाकर्ता इसके द्वारा औपचारिक कार्यदिश जारी होने के 10वें दिन से जैसा कि उक्त शर्तों में प्रावधान है, कार्य प्रारंभ कर देने और पूरा विनिर्दिष्ट कार्य **120 दिन** के भीतर पूर्ण कर देने पर सहमत है, तथापि समय विस्तार के प्रावधान ऐसे लिखित तरीके (अर्थात् विलेख या करार या पत्रों/ ई-मेल के आदान-प्रदान) के अधीन होंगे जिन पर दोनों पक्षों परस्पर सहमत हों।

Time shall be the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of

formal work order as provided for in the said conditions whichever is later and to complete the entire work within **120 days** nevertheless to the provisions for extension of time in writing by such form (i.e. by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties.

10. इस संविदा के अंतर्गत नियोक्ता द्वारा किए जाने वाले सभी भुगतान केवल कानपुर में किए जाएंगे।

All payments by the Employer under this Contract shall be made only at Kanpur.

11. इस करार से उत्पन्न अथवा इससे किसी भी रूप में जुड़े सभी विवादों के बारे में यह माना जाएगा कि वे कानपुर में उत्पन्न हुए हैं और उन पर केवल कानपुर स्थित न्यायालयों को उन पर निर्णय देने का अधिकार होगा।

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

12. इस संविदा के अनेक हिस्से संविदाकर्ता द्वारा पढ़ लिए गए हैं और संविदाकर्ता द्वारा पूरी तरह से समझ लिए गए हैं। जब तक बैंक के सक्षम प्राधिकारी ने लिखित रूप में विशेष निर्देश न दिए हो तब तक संविदाकर्ता को निविदा में उल्लिखित मात्राओं के परे भुगतान नहीं किया जाएगा।

That the several parts of this Contract have been read by the Contractor and fully understood. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's competent authority.

13. संविदाकर्ता और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ सिस्टम / उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकर्ता करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। संविदाकर्ता नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकर्ता द्वारा नियोक्ता को क्षतिपूरित किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकर्ता के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।

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

14. कार्यस्थल पर महिलाओं का यौन उत्पीड़न:

SEXUAL HARASSMENT OF WOMEN AT WORKPLACE

क) कार्यस्थल पर महिलाओं के यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 के प्रावधानों के पूर्ण अनुपालन का उत्तरदायित्व पूरी तरह से संविदाकर्ता का होगा। बैंक के परिसर के भीतर अपने किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की किसी शिकायत की स्थिति में संविदाकर्ता/ एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी।

- A. The Contractor /Agency shall be solely responsible for full compliance with the provisions of the " Sexual Harassment of the women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

ख) संविदाकर्ता के किसी पीड़ित कर्मचारी से बैंक के किसी कर्मचारी के विरुद्ध प्राप्त यौन उत्पीड़न संबंधी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

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

ग) संविदाकर्ता के कर्मचारियों की संलिप्तता की स्थिति में भुगतान किए जाने के लिए आवश्यक क्षतिपूर्ति के लिए संविदाकर्ता उत्तरदायी होगा, उदाहरण के लिए यदि संविदाकर्ता के किसी कर्मचारी द्वारा की गई यौन हिंसा प्रमाणित हो जाती है तो बैंक कर्मचारी को दी जाने वाली मौद्रिक राहत का भुगतान संविदाकर्ता द्वारा किया जाएगा।

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

घ) कार्यस्थल पर यौन उत्पीड़न तथा संबंधित मामलों के संबंध में अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकर्ता की होगी।

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

ङ.) संविदाकर्ता अपने उन कर्मचारियों की पूर्ण और अद्यतन सूची बैंक को उपलब्ध कराएगा जिन्हें बैंक परिसर में काम पर लगाया गया है।

- E. The contractor shall provide a complete and updated list of employees who are deployed within the Bank's premises.

संविदाकर्ता अपने कर्मचारियों के मामले में वे सभी उचित कदम उठाएगा जिससे कि इस करार के अधीन सभी गोपनीय सूचनाओं के गैर-प्रकटीकरण की शर्त का पूर्ण अनुपालन हो। अप्रकटीकरण और गोपनीयता संबंधी संविदाकर्ता की बाध्यता इस करार की समाप्ति/निरस्तीकरण, चाहे जिस वजह से हो, के उपरांत भी रहेगी।

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason."

<p>यदि संविदाकर्ता कोई साझेदारी फर्म अथवा कोई व्यक्ति हो</p> <p>If the contractor is a Partnership or an Individual</p>	<p>गवाहों की उपस्थिति में बैंक और संविदाकर्ता ने ऊपर लिखित तारीख और वर्ष को इन कागजात पर और इसकी दो प्रतिलिपियों पर अपने-अपने हस्ताक्षर किए हैं।</p> <p>IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.</p>
<p>यदि संविदाकर्ता कोई कंपनी हो</p> <p>If the contractor is a Company</p>	<p>गवाहों की उपस्थिति में बैंक ने अपने विधिवत प्राधिकृत अधिकारी के माध्यम से इन कागजात पर अपने हस्ताक्षर किए हैं और संविदाकर्ता ने ऊपर लिखित तारीख और वर्ष को अपनी ओर से इस पर और इसकी दो प्रतिलिपियों पर अपनी मुहर लगवा दी है।</p> <p>IN WITNESS WHEREOF the Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p>

हस्ताक्षर खंड Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

Shri

(Name and designation)

.....

in the presence of

(1)

Address

(2)

Address

गवाह Witnesses

<p>SIGNED AND DELIVERED BY</p> <p>1).....</p> <p>Address</p> <p>.....</p> <p>.....</p> <p>2)</p> <p>.....</p> <p>Address</p> <p>.....</p> <p>.....</p> <p>Witnesses</p> <p>THE COMMON SEAL OF</p> <p>Was hereunto affixed pursuant to the resolutions passed By its Board of Directors at the meeting held on.....</p> <p>In the presence of</p> <p>.....</p> <p>.....</p> <p>Directors who have signed these presents in taken thereof in the presence of</p> <p>1).....</p> <p>2).....</p> <p>SIGNED AND DELIVERED BY the Contractor by the hand of</p> <p>Shri</p> <p>and duly constituted attorney.....</p> <p>.....</p>	<p>यदि पक्षकार कोई साझेदारी फर्म अथवा कोई व्यक्ति हो, तो सभी साझीदारों अथवा सभी साझीदारों की ओर हस्ताक्षर करने चाहिए।</p> <p>If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.</p> <p>यदि बोलीकर्ता मुहर लगाकर हस्ताक्षर करता है तो उपस्थितों का हस्ताक्षर खंड संस्था के अंतर्नियम में दिए मुहर लगाने के खंड से मेल खाना चाहिए।</p> <p>If the Contractor signs under its Common Seal the signature clause should tally with their sealing clause in the Articles of Associations.</p> <p>यदि संविदा पर हस्ताक्षर मुख्तारनामा-धारक के द्वारा किया जाता है, चाहे कोई कंपनी हो या कोई व्यक्ति।</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p> <p>यदि संविदा पर हस्ताक्षर मुख्तारनामा-धारक के द्वारा किया जाता है, चाहे कोई कंपनी हो या कोई व्यक्ति।</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
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Section A : General Instructions to Contractors and General Terms & Conditions

Reserve Bank of India, Estate Department, Kanpur invites e-tenders on www.mstcecommerce.com/eprochome/rbi in two parts from its empaneled contractors. Empaneled contractors needed to submit a Part I (Techno-commercial bid) and Part II (Financial bid) on the mentioned portal.

1. E-TENDER Document:

- i. Tender shall consist of documents (Part I & Part II). Part I contains techno-commercial conditions (all sections and annexures) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose. Part II contains only financial bid. E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprochome/rbi.
- ii. Tenderers are advised to study the E-TENDER documents thoroughly.
- iii. Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

2. Obtaining of TENDER documents:

- i. The E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprochome/rbi.
- ii. Interested parties, if they so desire, may contact the Estate Department Officials on the phone / e-mail for further any clarification.

3. Pre-bid Meeting

Reserve Bank of India shall conduct pre-bid meeting(s) at the time and venue mentioned in Notice Inviting Bid, to answer any queries / provide clarifications that the Tenderers may have in connection with the Project and to give them relevant information regarding the same.

4. Amendment to E-TENDER Document

- i. At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective tenderer, modify the e-tender by an amendment and same will be uploaded in the form of Corrigendum on www.mstcecommerce.com/eprochome/rbi for information of prospective bidders.
- ii. In order to afford prospective tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

5. Preparation of Tender

a) Part I / Techno – Commercial bid:

- i. All Sections and Annexures are the part of Technical – Commercial bid. All the sections and annexures must be signed by the Tenderers.
- ii. Tenderer must fill all the details specified in different section and attached the leaflet / necessary documents/brochure of product etc.
- iii. EMD shall be part of Technical – Commercial bid. The amount of EMD is indicated in Notice Inviting Tender.
- iv. Tenderers must submit all documents for prequalification criteria and other documents as stated in the tender by uploading scanned copy of all documents on www.mstcecommerce.com/eprochome/rbi.

b) Part II / Financial Bid:

- (i) **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, uniforms of worker, all other logistic as mentioned in the tender, all taxes **(Inclusive of GST)**, charges, levies, cess, insurance, transportation, entry taxes,) Labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. **as applicable as per rules.**
- (ii) The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- (iii) The tenderer should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II/Financial Bid, no clarifications whatsoever shall be entertained by the RBI.
- (iv) If any columns of the price schedule are found blank than the tender of the respective tenderers shall be treated as non-responsive and will be summarily rejected by the RBI. However, Bank may also take the review in this matter as per Tender Clause. If required.
- (v) Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the e-tender must be attested by initials of the e-tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the e-tender void at the Bank's option. No advice of any change in rate or of conditions after the opening of the e-tender will be entertained.
- (vi) The e-tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the e-tender may be rejected by the Bank.
- (vii) It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Tenderers.

6. Period of Validity of Bids

Bids shall remain valid for acceptance by RBI for the period indicated in the Notice Inviting Tender. This period will be further mutually extended, if required.

- 7. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.
- 8. **Successful tenderer shall pay Earnest Money Deposit of 2% of contract amount through NEFT/ Net banking only (to A/c No. 186003001, IFSC RBIS0KNPA01 of Reserve Bank of India Kanpur.**
- 9. Under no circumstances Earnest Money Deposit will be accepted in the form of cash or fixed deposit receipt of Bank or Insurance Guarantee or cheque, etc.
- 10. **The Earnest Money Deposit shall be paid by the successful tenderer to the Reserve Bank of India, Kanpur as security for due fulfilment of the contract. No interest shall be paid on the said deposit. The Bank reserves the right to forfeit the EMD if the**

successful bidder fails to execute the contract. The EMD shall be forfeited in the following circumstances:

- (i) Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or
 - (ii) The tenderer left blank the column of the Part II /Financial Bid or submitted multiple financial bids.
 - (iii) if a tenderer withdraws his Bid during the period of Bid Validity, or
 - (iv) The tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force.
 - (v) In case of the Successful Tenderer, if he fails to commence/ complete the work within the prescribed time limit.
11. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and deposit **EMD** and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
12. (a) On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and deposit **Performance Bank Guarantee (PBG) @ 5% of the contract value** (see Annexure- III) or amount equivalent to PBG through online mode (NEFT / RTGS) for the entire period of currency of contract (i.e till expiry of Defect Liability Period) for due fulfilment of contractual obligations by the Contractors and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
- (b) In case of delays in submission, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.
- (c) Also, the contractor has to extend the period of validity of PBG up to extended time in case any extension of time for completion of work is granted by the Bank. Bank will not bear any charges for extending the validity of PBG for such extended period.
13. (a) As further security for the due fulfilment of the contract by the Contractor, 5% of the value of the interim / final payment(s) will be deducted as retention money by the Bank from each payment to be made to the Contractor. The PBG will be released after virtual completion of work and retention money will be released after rectification of the defects pointed out during the defects' liability period of 12 months. The amount retained by the Bank shall not bear any interest.
- (b) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become

otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

14. Procedure for Submission of Bids

It is proposed to have a **Two-Cover /Part System** for this tender.

a) Techno – Commercial Bid/Part I consist of following items.

- i. Part- I / Techno – Commercial Bid (all sections and annexes). Please note that prices should not be indicated in Part- I / Techno – Commercial Bid. Techno-Commercial bid may be submitted on www.mstcecommerce.com/eprocn.
- ii. Documentary proof of Pre-qualification must be uploaded online on www.mstcecommerce.com/eprocn, if any.
- iii. The payment details of EMD shall be attached.

b) Part II /Financial Bid

- i. Part II / Financial Bid may be submitted on www.mstcecommerce.com/eprocn
- ii. No conditional / optional quote shall be accepted.
- iii. Tenderers shall not be permitted to alter or modify their bids after receipt of their bids.
- iv. Those who have downloaded the tender are required to submit the eligibility criteria, if any.

15. Receipt of E-Tenders

The e-tender bids will be accepted till the schedule time and date as referred to in the Notice Inviting Tender. **The e-tenders received thereafter shall not be entertained in any circumstances.**

16. Opening of Part I

The Technical – Commercial bids will be opened on the scheduled time and date as referred to in the Notice Inviting Tender at Estate Department, RBI Kanpur. The tenderers or their authorized representatives may be present, if they so desire.

17. Scrutiny of Part I

- i. The Part I shall be evaluated as per the procedure indicated in special condition of contract.
- ii. After evaluation of the Part I, the short-listed tenderers will be intimated by emails to all the e-tenderers. The decision of the Bank on Part- I shall be final and shall not be open for discussion.

18. Opening of Part II /Financial Bid

The Part- II of the short-listed tenderers will be opened later and such short-listed tenderers will be intimated about the date and time accordingly. The short-listed tenderers or their authorized representatives may present, if they so desire.

19. Scrutiny of Part II

The Part II shall be evaluated as per the procedure indicated in special condition of contract. Accordingly, Lowest tenderer (L1) shall be declared.

20. Bank has Right to vary quantities at the time of placing Order/signing of Contract.

21. Bank's right to accept any Bid and to reject any or all Bids

- a) Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected tenderer or tenderers. The Bank shall not assign any reason for rejection of any or all Bids.
- b) RBI reserves the right to cancel / annul the selection process, at any stage prior to the award of the Contract on account of the following:
 - i. In case no Bid is received.
 - ii. Occurrence of any event due to which it is not possible to proceed with the selection process.
 - iii. An evidence of a possible collaboration/mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
 - iv. On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
 - v. The Bank further reserves the right to re-tender the process or get the work done by a government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
 - vi. The Bank discourages the stipulation of any additional conditions by the tenderer.

22. The Contractor shall not assign the Contract or any part thereof. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the bank may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor.

23. The Contractor shall carry out all the work strictly in accordance with schedule of quantities, details and instructions given by Bank's Engineer. If in the opinion of the Bank's Engineer, changes have to be made in the design and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same. The contractor shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.

24. A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omissions, deductions or addition at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.

25. 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 for making a tender 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 work, nature of work and all matters appertaining thereto.

- 26.** (a) The rates quoted in the tender shall include all charges for double scaffolding (if required), centering hire for any tool and plants, shade for materials, marking out and clearing of site, watering, as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates GST, sales tax, excise duty, VAT, octroi, sales tax on works contract and any other tax and duty or other levy levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST, sales tax, excise duty, octroi or other tax, duty or levy whether existing or future, shall be entertained by the Employer.
- (b) The work shall be carried out in such a manner that there shall be minimum disruption to Bank premises and its working. A programme shall be drawn in consultation with the Banks Engineer for this purpose.
- 27.** The Contractor should note that unless otherwise stated the e-tender 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. No claim shall be entertained on this account. The contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the schedule of quantities during the course of the work and shall only carry out the same on written approval from the Bank's Engineer.
- 28.** Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within the specified period, he shall be liable to pay Liquidated damages as defined in clause 27 (Section D) of the conditions of contract. The tenderer shall before commencing work, prepare a detailed work programme which shall be approved by the Employer.
- 29.** The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trader of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the e-tender amount, subject to such variations as are provided for herein.
- 30.** The successful tenderer is bound to carry out all items of work necessary for the completion of the job even though these items are not included in the quantities and rates. The Employer will issue schedule of instructions in respect of such additional items and their quantities in writing.
- 31.** The successful tenderer must cooperate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- 32.** The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.
- 33.** The successful tenderer should make with his own arrangements to obtain all materials required for the work.

34. The Contractor shall strictly comply with the provision of safety code annexed hereto. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
35. Income Tax, service tax, Trade taxes, GST or other tax shall be deducted as applicable.
36. The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor shall maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.
37. **The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws.** It is obligatory for the agency or contractor to obtain various registrations / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This has to be strictly carried out by agency or contractor. The agency or contractor shall ensure payments of Employees' State Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract labours employed by him/her/ them and submit documentary evidence (i.e. payment receipt obtained from Employees' Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment) in respect of the same to the Bank, failing which the Bank shall deposit the same directly and adjust/deduct the amount from the dues payable to the agency or contractor along with levying penalty as per the terms and conditions of the contract. No extra payment over & above quoted rates shall be made to the agency or contractor on this account. The agency or contractor shall be responsible to comply with all statutory provisions including for the purpose of ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non-compliance of labour laws including that of EPF and ESI."

I/We hereby declare that I/we have read and understood the above instructions for the guidance of tenderers.

Witness: Signature of tenderer _____

 Address _____

Place:

Date:

Section B: Safety Code

1. There shall be maintained in a readily accessible place first aid appliance including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
2. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
3. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labour shall be engaged for holding the ladder.
4. 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; minimum height shall be one meter.
5. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
6. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete shall be provided with protective footwear and rubber hand-gloves.
7. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
 - i. No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
 - ii. Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
 - iii. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.

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

8. This is an occupied premises and access to site will be provided based on convenience of Bank.

Place:

Signature of Contractor with Seal

Name & Address

Date:

Telephone / Mobile No.

Section C: FIRE SAFETY CODE

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended shall be kept on the site. Used paint drums shall be stored in specified store only after closing them properly.
- vii. 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 contractor to the workmen to prevent occupational health hazards.
- viii. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- ix. None of the passages near lift lobby and staircases lobby shall be used for stacking / dumping any kind of materials/waste.
- x. None of the fire extinguishers shall be removed/shifted from its designated location.
- xi. Power supply shall be switched off from the mains when equipment is not in use.
- xii. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature of the tenderer:

Date:

Address:

Section D: The Conditions Hereinbefore Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

a) "Employer"	Shall mean the Reserve Bank of India and shall include its assignee and successors.
b) In the case of company	"Contractor shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.
c) "Site"	Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
d) "This Contract"	Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
e) "Notice in writing"	Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally 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.
f) "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the e-tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the e-tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the e-tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
h) "The works"	Shall mean External painting - Community hall, water tank, dispensary and boundary wall at Kidwai Nagar, RBI Kanpur

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time-to-time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
 - b) Any discrepancy in the drawing or between the Schedule of Quantities and/or drawing and/or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material thereof.
 - d) The removal and/or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any persons employed thereupon.
 - f) The opening up for inspections of any work covered up.
 - g) The amending and making good of any defects under clause 19 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor 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 the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor on the signing hereof shall be furnished free of cost one copy of each of the said Drawings and of specifications and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed. The contractor is advised to take the measurement of executed quantities at site and report to Bank's Engineer.
5. **Authorities, notices and patents:** The Contractor 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, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions

shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 13 hereof.

The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or byelaws 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 Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, licence fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the list of materials, Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for samples of the material for approval and /or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
10. **Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Assistant Manager (Tech.) / Manager (Tech.):** The term "Assistant Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (Tech.) / Manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.
The Assistant Manager (Tech.) / Manager (Tech.) or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.) / Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.
12. **Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the

Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
14. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.
Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.
15. **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Bank's Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.
Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.
The Contractor or his Agent may at the time of measurement take such notes and measurement as he may require.
All authorised extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.
17. **Prices for extra**: The Contractor may, when authorised and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorisation 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 5 hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorised and shall be made in accordance with the following provisions.
 - a) i) The net rates or prices in the original e-tender shall determine the valuation of the extra work where such extra work in similar character and executed under condition 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.

- b) The net prices of the original e-tender shall determine the value of items omitted provided 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(c) hereof.
- c) Where the extra works are not of similar character and/or quoted 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 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 or price contained in the priced Schedule of Quantities or e-tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor 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 he shall think reasonable and proper, with the prior approval in writing of the Employer.
- d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the e-tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.
The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

18. Price adjustment for basic rate of material:

Price adjustment will be made only on the actual quantity measured. The price adjustment will be made for the difference between the basic rate and the actual market / material purchase rate and 15% profit thereon in the rate quoted for respective item in the e-tender. Basic rate indicates cost of material at site excluding GST, transportation charges, sales tax, excise/custom duty, VAT, SAT, Octroi or any other tax and duty or other levy charged by the Central Government or State Government or local authority as applicable.

19. Unfixed materials when taken into account to be the property of the Employer

Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.

- 20. **Removal of improper work:** The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.
- 21. **Defects after virtual completion:** Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein,

be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause and clause 2 hereof. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.

22. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.

23. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Bank's Engineer and the Contractor shall otherwise agree) who will not enter into contract providing.

a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.

b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

24. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion 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 Contractor 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 Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

25. **Insurance in respect of damage to person and property:**

a) The CONTRACTOR 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 CONTRACTOR or any SUB- CONTRACTOR or any nominated SUB - CONTRACTOR or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The CONTRACTOR shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The CONTRACTOR shall indemnify and keep indemnified the BANK 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. The CONTRACTOR shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the BANK, an **All Risks Policy** for Insurance for the full amount of the contract including earth quake risk in the joint names of the BANK and the CONTRACTOR (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for CONTRACTORS and deposit such policy or policies with the BANK before commencing the works.

- b) The CONTRACTOR 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 or third parties.**
- c) The CONTRACTOR shall also indemnify and keep indemnified the BANK against all claims which may be made against the BANK 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 until the virtual completion of the contract, with an Insurance Company approved by the BANK a policy of Insurance in the joint names of the BANK and the CONTRACTOR (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.
- d) 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. The CONTRACTOR shall also indemnify the BANK against all claims which may be made upon the BANK, whether under the **Workmen Compensation** Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the CONTRACTOR or SUB -CONTRACTOR and shall be at his own expense, effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the BANK a policy of Insurance against such risks and deposit such policy or policies with the BANK from time to time during the currency of this contract.
- e) In default of the CONTRACTOR insuring as provided above, the BANK may so insure and may deduct the premiums paid from any money due or which may become due to the CONTRACTOR.
- f) The CONTRACTOR 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.
- g) The CONTRACTOR shall also indemnify and keep indemnified the BANK 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 award of damage or compensation arising there from.

- h) Without prejudice to the other rights of the BANK against CONTRACTORS in respect of such default, the BANK shall be entitled to deduct from any sums payable to the CONTRACTOR the amount of any damages, compensation costs, charges and other expenses paid by the BANK, and which are payable by the CONTRACTOR under this clause.
 - i) The CONTRACTOR shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the CONTRACTOR and the CONTRACTOR shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
 - j) The CONTRACTOR, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the BANK may deem fit, but shall, however, not be entitled to reimbursement by the BANK of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.
 - k) Without prejudice to his liability under this clause, the CONTRACTOR shall also cause all nominated SUB -CONTRACTORS 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 BANK such policies. The CONTRACTOR shall not permit a nominated SUB -CONTRACTOR to commence work at the site unless said insurance policies are submitted. In the event of failure, of the SUB -CONTRACTOR to take out such policy or policies of insurance before commencing the works at the site, the CONTRACTOR shall be responsible for any claim or damage attributable to the said SUB-CONTRACTOR.
 - l) The CONTRACTOR shall take all insurances, before commencement of work, at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks.
 - Contractor's All Risk Policy
 - Workmen compensation policy for the employees of the contractor working at site
 - Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2.50 lakh per accident
26. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time, under Clause 27 here, the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any moneys due to the Contractor. The recovery of Liquidated Damages shall be quantum of liquidated damages per week shall be 0.25% of the estimated cost and subject to a maximum 10% of the accepted e-tender amount.
28. **Delay and extension of time:** If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's

Engineer instruction as per clause 2 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

29. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's 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 Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
30. **Termination of Contract by the Employer:** If the Contractor 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 supervisions 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 requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfil the Contract and to give security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

- i. Has abandoned the Contract,
- ii. or Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- iii. Has failed to proceed with the work 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
- iv. Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- v. Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works

subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor 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 Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

31. **Termination of Contract by Contractor:** If this 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 Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of the Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, 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 or the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original e-tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 of this section.
32. **Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by instalments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the instalments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "instalment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 2 and 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in

case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

The following terms of payment only are applicable for the work.

Full and final bills shall be made as under detailed item-wise measurement will be taken and payment shall be made based on completion of specific item of work basis on the quoted rate. All payment shall be subject to recovery of security deposit, income tax and work contract tax (Trade Tax), GST, etc.

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clause 2(a), 2(b), 4, 7, 12, 19 & 29 hereof (which matters are herein referred to as the expected matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
35. **Settlement of disputes by Arbitration:** All disputes and differences 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 after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state his 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 expected matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied on a matter, question of dispute of any kind except any of the excepted matters then and in any such case either party (the Employer or the Contractor any such case either party (the Employer or the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring the matters in dispute be arbitrated upon such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no order shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden or reference appoint an Umpire. 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 excepted matters referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. 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 or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be. Upon every of any such reference, the cost of an 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 attorney and client or as between party and party, and shall direct by whom and to whom and in what matter the same

shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act (latest amendment) or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding parties. It is agreed that the contractor shall not delay the carrying out of the works by reasons 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, diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank and no Award of the Arbitrator or Arbitrators, as the case may be shall relieve the Contractor 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 Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the Contract.

36. **Right of technical scrutiny of final bill**

The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

37. **Employer entitled to cover 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 Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor 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 shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

38. **Abandonment of works**

If at any time after the acceptance of the e-tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

39. **Return of surplus materials**

Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of GST, sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

40. **Right of employer to terminate contract in the event of death of Contractor or individual**

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

41. **EPF and ESI:** The contractor shall ensure that he is registered with EPFO and should abide with the rules and regulations issued by EPFO and ESI.

Place:

Signature of the tenderer

Date:

Address:

Section E : SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The water required for the work or workmen can be availed from the available source free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
3. The electric power required for the work can be drawn from the supply available at site at free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
5. Even though in finishing items, the number of coats of paint/polish are mentioned, the contractor shall note that the entire area be finished in top class while handing over, including if necessary, additional coat of painting/polishing etc. without any extra cost.
6. The intending tenderer can obtain any clarifications regarding the e-tender drawings, specifications etc. if any from the office of the Regional Director, Reserve Bank of India Estate Department, Kanpur on any Bank's working day.
7. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer and make the entire area clear.
8. Wherever the basic rate for the material is specified, the contractor should furnish to the Bank for verification of the entire paid bill. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. 15% profit shall be considered on the cost difference. The basic prices are ex-godown and are exclusive of GST, excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.
9. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, are appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
10. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. Failure to comply with these instructions can result in rejection of the work.
11. Samples of the materials for the work shall be got approved by the Bank's Engineer.
12. The tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the e-tender.
13. The tenderer should note the e-tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. Being e-tender for interior works which calls for workmanship and finish including use of good quality materials of high standard, it is expected that the tenderer should understand the intent of the e-tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards in keeping with the function for which the furniture is intended. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor. The contractor's claim for not providing in his e-tender for such materials, workmanship and finish cannot be entertained.
14. The successful contractor shall make sure that they protect their materials and hand them over in good shape to the Bank satisfactorily. At the time of handing over any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.
15. The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc., make the surface good after grouting etc.

16. Neat housekeeping at all times is the responsibility of the successful tenderer, who shall also ensure that the removal of debris, waste materials etc. from the site at their own cost and the same shall be organized at regular basis.
17. **The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the residential premises including their part of the work.**
18. The contractors also have to subject themselves to the security restrictions imposed by the Bank.

Annexure- I: Appendix therein Before Referred

a	Estimated cost of the work	Rs. 19,46,890/- (Rs. Nineteen lakh forty six thousand eight hundred and ninety only) (Including 18% GST)
b	EMD through	2% of the total contract amount paid through NEFT / Net banking to A/c No. 186003001, IFSC RBIS0KNPA01 (See Annexure- V) To be paid only by Successful tenderer
c	Performance Bank Guarantee	5% of the contract value valid for entire period of contract
d	E-Tender documents can be downloaded from	www.mstcecommerce.com/eprocn
e	Date and place of pre-bid meeting (Offline)	October 10, 2024 at 11:30 AM Venue: Estate Department, 2nd Floor, Reserve Bank of India, Mall Road, Kanpur, Uttar Pradesh-208001
f	Last date of submission of completed Bid	October 22, 2024 till 12:00 PM
g	Date & Time of opening of Part I (Techno-Commercial Bids)	October 22, 2024 at 12:15 PM
h	Date & time of opening of Part-II (Financial Bids)	Shall be intimated to all tenderers after scrutiny of Techno – Commercial bids.
i	Commencement Date	As specified in the work order.
j	Payment condition	Value of work for Interim Certificate- Rs. 10,00,000/- (Rs. Twelve Lakh Only)
k	Validity of the e-tender	120 days from the date of opening of Techno – Commercial bid
l	All disputes arising shall be subject to the jurisdiction	Kanpur
m	Defects liability Period	1 Year from the date of issue of virtual completion certificate.
n	Period of final measurement	3 months from the date of final commissioning.
o	Date of commencement	10 th day from the day of commencement or handing over the site of work whichever is later.
p	Date of completion	120 days from 10th day from date of work order.
q	Contact person for communication in connection with this e-tender.	Shri Avik Ghosh (AGM) Ph. No.- 0512- 2304119 Email- avikghosh@rbi.org.in Shri Sunil Choudhary (Assistant Manager) (Tech - Civil) Ph. No.- 0512-2331111 Email- sunilchoudhary@rbi.org.in
r	Liquidated Damages	The recovery of Liquidated Damages shall be made at the rate of 0.25% of the estimated cost per week and subject to a maximum 10% of the accepted e-tender amount.

s	Retention Percentage (R.M.)	5% from each bill
t	Installment of Security Deposit to be refunded	<p>100% EMD of successful tenderer will be released submission of Performance Bank Guarantee and commencement of work.</p> <p>Performance Bank Guarantee will be returned after virtual completion of work.</p> <p>100% retention money will be released after successful expiry of defects liability period.</p>
U	Period of honoring interim certificate	1 Month
V	Period of honoring final certificate	3 Months
W	Interest for delayed payments	Three percent per annum.
X	Minimum value of work to be executed for interim payment:	Rs. 10.00 Lakhs

Name & Signature of tenderer

Date: _____

Place: _____

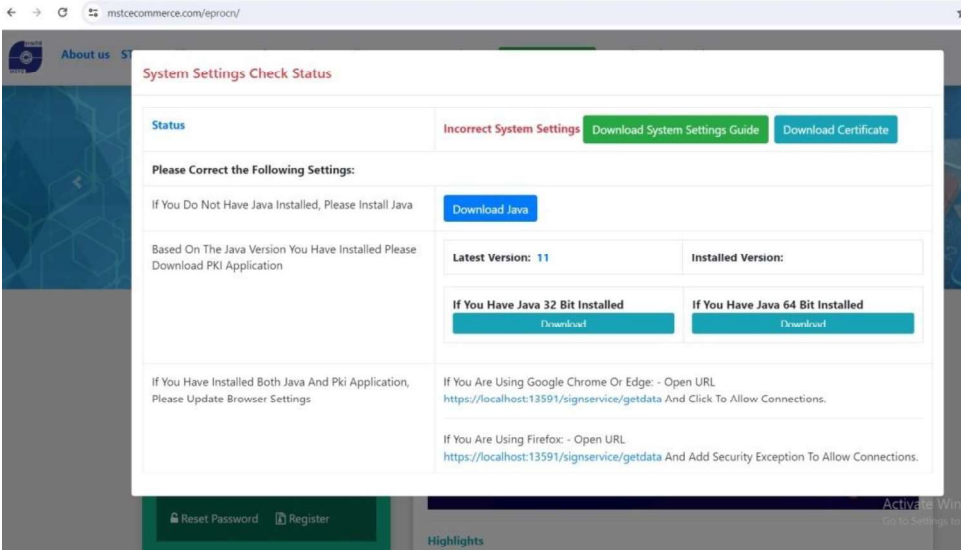
Contact/Mob. No.-

Annexure- II: Important instructions for E-procurement

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

<p>Process of E-Tender:</p> <p>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 over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eproc/ (Version 3)</p> <p>1) Vendors are required to register themselves online with www.mstcecommerce.com/eproc/</p> <p>Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration</p> <p>Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).</p> <p>a) Contact person (RBI Kanpur):</p> <p>Shri Avik Ghosh (AGM) Ph. No.- 0512- 2304119 Email: (avikghosh@rbi.org.in)</p> <p>Shri Sunil Choudhary (Assistant Manager Tech-Civil) Ph. No.- 0512-2331111 Email: (sunilchoudhary@rbi.org.in)</p> <p>b) <u>Contact person (MSTC) For Vendors:</u></p> <p>HO Central Help Desk: (For vendors)</p>

	<p>Phone Number :07969066600</p> <p>helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)</p> <p>Availability</p> <p>9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.</p> <p>c) <u>Contact person (MSTC)</u></p> <p>Please visit www.mstcindia.co.in/content/Contact.aspx and update your Regional Office accordingly.</p> <p>B) System Requirement:</p> <p>For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available https://www.mstcecommerce.com/eprocn/</p> 
2.	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking.</p>

	<p>Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>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.</p>
3.	<p>Information about e-tenders /corrigendum uploaded shall be sent by email only during the process till finalization of e-tender. Hence the vendors are required to ensure that their corporate email I.D. 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).</p>
4.	<p>E-Tender cannot be accessed after the due date and time mentioned in NIT.</p>
5.	<p>Bidding in e-tender:</p> <p>Note: Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p> <p>a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager→ live event →Selection of the live event→ Transaction fee->Common terms->Attach Documents->Price Bid.</p> <p>Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their</p>

	<p>login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.</p> <p>c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p>NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.</p>
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	<p>i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.</p> <p>k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
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**Annexure- III PROFORMA OF BANK GUARANTEE FOR PERFORMANCE
SECURITY DEPOSIT / RETENTION MONEY**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place: _____

Date: _____

The Regional Director,

Reserve Bank of India

Estate Department,

Kanpur

Dear Sir,

External painting - Community hall, water tank, dispensary and boundary wall at Kidwai Nagar, RBI Kanpur

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT / RETENTION MONEY

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns.

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ _____ (____ ONLY) (Amount in figures and words) for the due fulfillment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ _____ (____ ONLY) as Performance Guarantee for due fulfillment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We, _____ (Name of the Bank), do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ _____ (____ Only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (____ Only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (_____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (_____ Only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (_____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank Official

Name:

Designation:

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name

Address

.....

.....

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

Annexure- IV Details of Bankers of the Tenderer

The details of our bankers are as below:

Sr. No.	<u>Particulars</u>	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

Please upload a scanned copy of cancelled cheque leaf.

Annexure- V Transaction details for EMD

Transaction details for EMD (to be submitted by successful bidder only)

(if EMD is submitted through NEFT):

Sr. No.	<u>Requirements</u>	To be filled by tenderer
1	Name of the tenderer	
2	Name of the bank	
3	Account number	
4	IFSC	
5	UTR number (16 digit number)	
6	Date of payment	

Name & signature of the tenderer

Date: _____

Place: _____

Contact no.: _____

Annexure- VI LIST OF APPROVED MATERIALS

Name of Company	Acrylic Emulsion Paint silicon additives (Exterior)	Plastic emulsion paint	Synthetic Enamel Paint	Interior Primer	Exterior Primer	Wooden Primer	Steel Primer	Oil Bound Distemper
1.	2.	3.	4.	5.	6.	7.	8.	9.
1 Asian Paints	Apex Ultima Suprema	Apcolite super acrylic emulsion paint	Apcolite premium gloss enamel	Asian Interior Primer	Asian Exterior Primer	Asian Wooden Primer	Asian Red Oxide metal primer	Tractor Suprima Distemper
2 Berger Paints India Ltd.	Weather Coat All Guard (with Silicon additives)	Silk	Luxol high gloss enamel	Berger WT Primer for Interior	Berger Exterior primer	Berger Wooden primer	BR ROP	Bison Acrylic Distemper
3 ICI India Ltd.	Dulux Weather shield Max	Dulux acrylic emulsion	Dulux gloss finish	ICI Primer for interior	ICI Primer for exterior	ICI Wooden Primer	ICI, red oxide metal primer	Dulux Oil Bound Distemper
4 Goodlas s Nerolac Paints Ltd.	Nerolac Exterior Acrylic paint (with Silicon additives)	Nerolac acrylic emulsion paint	Nerolac synthetic enamel paint	Primolite Interior Primer	Primolite Exterior primer	Wooden Primer	Palm Tree Red Oxide metal primer	Nerolac Oil Bound Distemper
5 Jenson & Nicholson Paints India Ltd.	-	Robbialac Super Acrylic plastic emulsion paint	"Brolac" Hi-polyurethane enamel	Interior Primer	Exterior Primer	Wooden Primer	Steel primer	-
6 Special Paints Ltd. (Earlier Sigma Paints)	-	"Speca" wall deluxe acrylic emulsion paint	Signarine superflow synthetic enamel	Speca Primer for Interior	Speca Primer for Exterior	Speca Wooden Primer	Speca red oxide metal primer	-

7 Shalimar Paints Ltd	-	"Superlac" Advance Acrylic Emulsion	"Superlac" hi-gloss enamel	Shalima r Cement primer for interior surfaces	Shalimar Cement primer 'WT' for Interior surfaces	Shalimar primer for wooden surfaces	Shalim ar Synthet ic Red Lead Primer	No. 1 Premiu m Acrylic Distemp er
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#* Or any other equivalent approved make (as approved by Bank)

SPECIFICATIONS AND MODE OF MEASUREMENTS

MATERIALS

01. QUALITY

All materials for incorporation into the works shall be of the best quality of their respective kinds as specified under relevant items of the works mentioned herein and shall be obtained from sources and suppliers approved by the Employer / Engineer and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down in list Specification, with the requirements of the latest edition of the relevant Indian Standards approved by the Bank's Engineer.

02. INSPECTION

All materials before being incorporated into the Works shall be subjected to inspection as provided in the Conditions of Contract and elsewhere in the Specifications. No materials shall be used in the works unless they have first been approved by the Bank's Engineer.

03. SAMPLES

Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for at any time by the Bank's Engineer.

04. INDEPENDENT TESTS

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or analyst appointed by the Engineer / Employer to check the supplier's works tests and analysis. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective I.S codes. The Contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his Representative, the materials represented will be rejected. However, the costs of all the tests shall be borne by the Contractor, rates quoted should include such costs which may be incurred due to necessary testing. Necessary testing of materials needs to be carried out from govt. approved laboratory in accordance with relevant **IS codes** such as **testing of Concrete, aggregates, sand, reinforcement etc.** as directed by the Bank. **Cube testing has to be necessarily carried out as per relevant IS codes** as directed by the Bank's Engineer.

The scope of work covers **External painting - Community hall, water tank, dispensary and boundary wall at Kidwai Nagar, RBI Kanpur** in accordance with specifications (detailed in **Schedule of Quantities**) prepared to the satisfaction of the Bank's Engineer. The specifications shall form part of the contract and these shall have deemed to be supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.

Materials shall be of the best-approved quality obtainable and they shall comply with the respective IS specifications (for those materials covered by BIS). Samples of all materials shall be got approved before placing an order and the approved sample

shall be deposited in the Bank.

Note :- It is to be noted by all the bidders that while carrying out the works such as excavation, dismantling all the amenities such as electrical wire, cables, water supply line etc. shouldn't be damaged. If any damage occurs during execution of work, contractor has to carry out repair works at his own cost. Cost incurred, if any to repair such damages will be recovered from the contractor on actual basis, if he fails to carry out such repair works in timely manner.

Materials

1. In case of non-availability of materials in metric sizes, the nearest size in FPS units shall be provided with the prior approval of the Engineer for which neither extra will be paid nor shall any rebate be recovered.
2. It shall be obligatory for the Contractor to furnish test certificate, if demanded by the employer, from manufacturer or the material supplier that the work has been carried out by using their materials and as per their recommendations.
3. Testing of any of the materials will be arranged by the contractor in an approved lab by the Bank and test results in original shall be submitted to the Bank. The testing charges shall be reimbursed by the Bank on production of receipts/invoices for these tests.
4. Material supplied by the Employer/ any other specialist firm shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and until the completion of work.
5. Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Special Conditions, the quality of materials, Workmanship dimensions etc. shall be as specified herein under.
6. All equipment and facilities for carrying out field test on materials shall be provided by the Contractors without any extra cost.

PART II

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

(Unpriced Bill of Quantities)

**E-Tender
For**

**External painting - Community hall, water tank, dispensary and boundary wall at
Kidwai Nagar, RBI Kanpur**

RBI/Kanpur Regional Office/Estate/9/24-25/ET/434

Issued to: _____

LAST DATE FOR SUBMISSION: October 22, 2024 till 12:00 PM

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

SCHEDULE OF QUANTITIES

External painting - Community hall, water tank, dispensary and boundary wall at Kidwai Nagar, RBI Kanpur

Preamble:

1. The work will be carried out in the RBI Kidwai Nagar Staff Quarters. Contractors are requested to inspect the site to acquaint themselves about the scope of work, working conditions and all necessary information about the work before submitting their tender.
2. The rates quoted should be applicable to all leads and lifts without any extra on this account.
3. The work will be carried out in consultation with the engineer-in-charge and in close co-ordination with other agency, if any.
4. Contractor will post a supervisor to supervise the work who will take instructions about the work from Bank's Engineer.
5. **Price adjustment for basic rate items:** Price adjustment will be made only for the actual quantity measured no wastage will be considered. The price adjustment will be made as per clause no.18 of Section 'D' for price adjustment in general conditions and special instructions.
6. Where ever the approved **make and product codes** have been mentioned, without mentioning the basic rate, under some items in the tender. The contractors have to quote the rates for those make & codes only. If any changes are incorporated by the Bank during the execution of work then the price adjustments will be effected for these materials, considering the difference in, M.R.P. of product prescribed and M.R.P. of product used, plus 15% (fifteen percent) of this difference, towards contractor's profits and overheads (Positive or negative). The contractor has to produce documentary evidence for the same.
7. Cartage, loading, unloading, wastage, taxes, duties etc. over and above the MRP shall **NOT** be considered for the price adjustment.
8. Wherever basic rate of the materials are mentioned in the tender items the same are excluding GST and basic rate and actual approved purchase price (exclusive of GST & other taxes & duties, imposed by the Central Government /State Government / Local bodies, and paid by the contractor), plus 15% (fifteen percent) of this difference, towards

contractors profits and overheads, shall be considered for price adjustment (Positive or negative). The contractor has to produce documentary evidence for the same.

9. Cartage, loading, unloading, wastage etc. shall **NOT** be considered for the price adjustment.
10. Rates quoted should include the cost of all material, labour, wastage, transportation, scaffolding, tools and plants required to carry out the job.
11. The work will normally be carried out between 8.00 a.m. to 6.00 pm. However, working hours beyond normal working hours may be extended as per mutual consent but no extra payment will be admissible on this account. **The contractor should properly compensate for work beyond maximum hours as per labour laws.**
12. The successful tenderer will be required to arrange for the samples of materials for each item of work to seek Bank's approval before taking up the work on large scale. No payment will be made for arranging the samples. He will also be required to carry out changes in the sample without any extra cost to the Bank as per Bank's advice. The work will be allowed to be taken up on large scale only after approval of samples.
13. Contractor will arrange to lift the debris generated out of the work at frequent intervals or as directed on priority basis from the Banks' Premises else a penalty of Rs 1000/- per day shall be imposed.
14. The quoted rate shall include the cost of all materials, wastages, labour of all descriptions, carrying out the work as per specifications, sundries, all taxes (including GST etc.), levies, **steel double scaffolding**, all operations which may or may not be detailed here but are necessary for satisfactory completion of this item of work, insurance premium, contractors profit and overheads etc.,
15. The contractor should maintain the records as photographs etc. where the Double scaffolding provided by them at site with the concurrence of Bank's officials/Engineers.

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

SCHEDULE OF QUANTITIES

External painting - Community hall, water tank, dispensary and boundary wall at Kidwai Nagar, RBI Kanpur

<u>Schedule of Quantities</u>					
<u>Name of work:- External painting - Community hall, water tank, dispensary and boundary wall at Kidwai Nagar, RBI Kanpur</u>					
Item No.	DESCRIPTION	Qty.	Unit	Rate	Cost
Tender Item No. 1	Providing and applying appx. 12 mm thick cement plastering in patches in cement mortar 1:4(1 cement:4 fine sand) on all surfaces in thickness & finish matching with existing plaster on walls, columns, beam surfaces including dismantling of old plaster, cost of scaffolding, curing, raking out the joints for plastering, removing the debris out of Banks premise etc. all complete as directed by Bank's Engineer. Note: -Area more than 0.1 Sq. M. shall be measured and paid for.	310	Sqm.		
Tender Item No. 2.	Removing/scraping/cleaning the existing metallic surface, prepare even surface by using putty up to required level. Providing and applying a base coat approved quality primer and two or more coats of 1st quality synthetic enamel paint of approved make and shade to steel work , viz. grills, gates, weld-mesh, doors, windows etc. (exterior surfaces only) all as per manufacturers specifications (approved brands mentioned in list of approved materials) at all height and floors etc. upto approx. 20 meter height). The rate shall include for steel double scaffolding, properly cleaning of the site after completion of the aforementioned work. The contractor is strictly advised to take all the safety	2122	Sqm.		

	measure for labour to carry out the work, etc. all complete as directed by Bank's Engineer.				
Tender Item No. 3.	Removing/scraping/cleaning the existing wooden surface, prepare even surface by using putty up to required level. Providing and applying a base coat approved quality primer and two or more coats of 1st quality synthetic enamel paint of approved make and shade to wood work , viz. doors, windows, ventilators etc. (exterior surfaces only) all as per manufacturers specifications (approved brands mentioned in list of approved materials). The rate shall include for steel double scaffolding, properly cleaning of the site after completion of the aforementioned work. The contractor is strictly advised to take all the safety measure for labour to carry out the work, etc. all complete as directed by Bank's Engineer.	129	Sqm.		

Tender Item No. 4.	<p>Preparation of surface thoroughly by removing loose dust or dirt, lichen, algae or any other organic growth by using stiff (wire or coir) brush, washing the surface properly and allowing the surfaces to dry and including necessary surface preparation, to make even or crack free surface by using exterior grade putty or exterior grade filler material up to required level, etc. Providing and applying two or more coats of approved 100% Premium Acrylic Smooth exterior paint with Silicone additives (of approved make and shade) after Providing and applying a base coat of Exterior primer of approved make and manufacture, as per manufacturer's specifications (approved brands mentioned in list of approved materials) over old surfaces at all height and floors etc. upto approx. 25 meter height) . The rate shall include for properly cleaning of the site after completion of the work. Rate shall include for steel double scaffolding; cleaning of glass panes, doors, windows, stairs, floor & open area.</p> <p>The contractor is strictly advised to take all the safety measure for labour to carry out the work, etc., all complete as directed by Bank's Engineer.</p> <p>Note:- 1. Only elevated/painted area (flat area) will be measured in the item, coefficient will not be considered for measurement and payment. Type of surfaces to be painted including primer includes exposed brick surface, rough cast/ sand faced / plain plaster surfaces etc. 2. Rs. 40/- per SqM (including GST and 15%CP) may be recovered from the bidder. If Double Scaffolding has not been provided by them for affected area.</p>	9538	Sqm.		
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Tender Item No. 5.	<p>Applying two or more coats of approved quality synthetic enamel paint/approved 100% Premium Acrylic Smooth exterior paint with Silicone additives as required to Pump house, pipes, pedestal of GI,PVC pipes etc, including painting of all miscellaneous items over & attached to the building consisting of GI,CI,AC & PVC pipes on the walls of the building and over the terrace etc, MS fittings, all pedestal with its fixtures, etc, switch boards, and Meter boards, manhole covers, M.S. covers, street light poles, electric conduit pipes, MS fencing, block numbers, letter boxes with occupant's name including scraping, scaffolding etc. complete as directed.</p> <p>The rate shall include for steel double scaffolding, properly cleaning of the site after completion of the aforementioned work. The contractor is strictly advised to take all the safety measure for labour to carry out the work, etc. all complete as directed by Bank's Engineer.</p>	1	Lot		
	Total:-				

Signature of Contractor with seal:
Place:
Date: