





### RESERVE BANK OF INDIA ESTATE CELL, BYCULLA, MUMBAI

### Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai

Reserve Bank of India, Mumbai invites two-part tender by e-tender mode from the contractors empaneled with Reserve Bank of India, Estate Office, Fort, Mumbai in category of Civil Works (A) and Steel fabrication work including MS and SS costing between ₹5 Lakh to ₹10 Lakh for the captioned work. The tendering would be done through the e-Tendering portal of MSTC Ltd (<a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>). All interested eligible empaneled contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

### **SCHEDULE OF TENDER (SOT)**

Name of work	Miscellaneous civil and M.S fabrication repair of the
	compound at RBI Officers' Quarters, Tardeo,
	Mumbai
e-Tender no	RBI/Mumbai Regional Office/Estate/120/25-26/ET/689
Mode of Tender	e-Procurement System
	(Online Part I - Techno-Commercial Bid and Part II -
	Price Bid through
	(https://www.mstcecommerce.com/eprocn/)
Tender Value (Estimate Cost)	Rs. 9.90 Lakh
Pre-Bid meeting	Not Applicable
i) Earnest Money Deposit	i) Not Applicable
ii) Tender Fees	ii) No Tender Fees
Date of Starting of e-Tender for	
submission of online Techno-	
Commercial Bid and price Bid  Last date of submission of EMD	Not Applicable
Date of closing of online e-tender for submission of Techno-Commercial	
Bid & Price Bid	
Date & time of opening of Part-I	
(Techno-Commercial Bid)	Mumbai 400008
The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently)

Transaction Fee	As	per	MSTP	through	MSTC	payment
	gate	way/NE	FT/RTGS	in favour o	of MSTC L	IMITED

- 2. 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 therefor.
- 3. 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the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.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 Mumbai



### Reserve Bank of India Estate Cell, Byculla Mumbai - 400 008

### **Quotation For**

Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai

## RBI/Mumbai Regional Office/Estate/ Part-I (Techno-Commercial Bid)

(Containing Section I to Section IX)

Name of Bidder	
Address	
E-tender:- RBI/Mumbai Regional Office/Estate	e/120/25-26/ET/689
Last date of Submission of e-Tender -	02:00 PM on 23/12/2025
Date and time of opening of e-Tender -	03:00 PM on 23/12/2025



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### SCHEDULE OF TENDER (SOT)

	Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai	
e-Tender no	RBI/Mumbai Regional Office/Estate/120/25-26/ET/689	
Mode of Tender	e-Procurement System	
	(Online Part I - Techno-Commercial Bid and Part II -	
	Price Bid through	
	(https://www.mstcecommerce.com/eprocn/)	
Tender Value (Estimate Cost)	Rs. 9.90 Lakh	
Pre-Bid meeting	Not Applicable	
i) Earnest Money Deposit	i) Not Applicable	
ii) Tender Fees	ii) No Tender Fees	
Date of Starting of e-Tender for	r 06:00 PM on 09.12.2025	
submission of online Techno-		
Commercial Bid and price Bid		
Last date of submission of EMD	Not Applicable	
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid		
Date & time of opening of Part-I	03:00 PM on 23.12.2025 at Estate Cell, Byculla,	
(Techno-Commercial Bid)	Mumbai 400008	
The date and time of opening of	The date and time of opening of Part-II (Price Bid)	
Part-II (Price Bid)	shall be intimated to the eligible vendors subsequently)	
Transaction Fee	As per MSTP through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED	

- 2. 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 therefor.
- 3. 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 Mumbai

### **Important instructions for e-procurement**

Bidders are requested to read the terms & conditions of this tender before submitting online tender.

#### 1 Process of E-tender:

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://www.mstcecommerce.com/eprocn . Vendors are required to register themselves online with

www.mstcecommerce.com→ e-Procurement →PSU/Govtdepts→ Select RBI Logo->Register as Vendor -- Filling up details and creating own user id and password→ Submit.

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

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

Contact person (RBI):

- 1. Shri Sunil Datt Singh Asst.Manager (Tech-Civil) Mobile, Email id: sunilsingh@rbi.org.in for Technical Query Contact No. 9951542964.
- 2. Arti Yadav , Asst Manager (022) 2302 8190, Email id: <a href="mailto:artiyadav@rbi.org.in-tender">artiyadav@rbi.org.in-tender</a> query.

Contact person (MSTC Ltd):

- 1. Mr Tanmoy Sarkar, Deputy Manager; Email id: tsarkar@mstcindia.co.in Phone No: 8349894664
- 2. Ms. Rupali Pandey, Asst. Manager- rpandey@mstcindia.co.in Mobile 9458704037
- 3. Mr. Abhishek Kr. Kanaujia, Executive Mobile 9953089772
- 4. Helpdesk at MSTC Mumbai for vendors 022-22886268/22822789
- 5. Helpdesk Landline -- 022 22870471/022 22886266/033 22901004

Google hangout ID- (for text chat)- mstceproc@gmail.com

### **System Requirement:**

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

To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.

- a. Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- b. Other Settings:

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

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

- The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Tender.
- 3 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

### 4 | Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.

#### Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

#### NOTE

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

- Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email id provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 6 E-tender cannot be accessed after the due date and time mentioned in NIT.
- 7 | Bidding in e-tender :
  - a) Vendor(s) need to submit necessary Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable.
  - b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
  - c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt. depts.→ Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event

- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 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.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

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

#### Important Note

1. THIS IS A LIMITED TENDER ENQUIRY. ONLY THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RBI FOR SUCH WORKS GIVEN BELOW UNDER THE CATEGORY 10 to 25 LAKHS ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.

Date: -	Signature and seal of the Tenderer
Place: -	Name and address:
	Phone/Mobile no.
	e-mail

In the price bid due to number of words limitation of 1000 characters, complete

description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in

the un-priced bill of quantities given in Part-I of the tender.

2.



### RESERVE BANK OF INDIA ESTATE CELL, BYCULLA, MUMBAI

Name of Work: - Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai

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### **FORM OF TENDER**

	Date:
The Regional Director	
Estate Cell	Place:
Reserve Bank of India	
Byculla, Mumbai	

Madam/Sir,

Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/ We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule or 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**

а	Description of works	Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai
b	Estimated cost	₹ 9.90 lakhs/-
С	Time allowed for completion of the works from 10th day after the date of written order to commence work	75 days from the 10th day of the Work order.
d	Retention Money (Security Deposit)	5 % of the actual work done to be deducted from each bill of the firm.

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

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.

3	Our	bankers	(with	full	addrass	۱ ara٠
J.	Oui	Dalikels	( vviti i	TUII	auuress	ı aıt.

(i)

(ii)

The names of partners of our firm are:

(i)

(ii)

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 the Bidder with seal

Address:

Contact Person : Cell No.

Email:

Signatures and addresses of witnesses

Ser.	Signature	Address
i.		
ii.		

### **Draft Articles of Agreement**

(On Non-Judicial Stamp Paper of appropriate value)

यह करार की शर्तें मुंबई में को	ARTICLES OF AGREEMENT made the
एक पक्ष भारतीय रिजर्व बैंक जिसका केंद्रीय कार्यालय	day of
मुंबई-400001 मे स्थित हे (इसके पश्चात जिसे बैंक	between the Reserve Bank of India having its
कहा गया है) और दूसरा पक्ष	Central office at Mumbai- 400 001((hereinafter
है (जिसे इसके बाद	called "the Bank") of the one part and
ठेकेदार कहा गया है) के बीच हुआ है।	(herein
	aftercalled
	"the
	Contractor") of the other part.
जबिक नियोक्ता आरबीआई ऑफिसर्स कार्टर्स, ताड़देव, मुंबई के कंपाउंड की विविध सिविल और एम.एस. फैब्रिकेशन मरम्मत कार्य को करवाने का इच्छुक है और किए जाने वाले कार्यों का वर्णन करने वाले रेखाचित्र और विशिष्टताएं प्रदान की है।और जबिक उक्त रेखाचित्रों, विशिष्टताओं और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।और जबिक ठेकेदार यहाँ तय की गई शतों, विशेष शतों में उल्लिखित शतों तथा संविदा की शतों एवं मात्राओं की अनुसूची में बताई गई शतों पर (उक्त सभी को आगे सामूहिक रूप से "उक्त शतों" कहा जाएगा), उक्त ड्रोविंग (रेखाचित्र) में दर्शाए और / या उक्त विशिष्टताओं में वर्णित और उक्त मात्राओं की अनुसूची में दर्शाए कार्य, वहाँ पर तय की गई दरों के अनुरूप, भुगतान के लिए देय राशि या ऐसी अन्य राशि जो उसके तहत देय हो (जिसको इसके बाद "उक्त ठेका राशि" के रूप मे संदर्भित किया जाएगा") के अधीन कार्य करने के लिए सहमत है।	WHEREAS the Employer is desirous of carrying out the work of Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai and has caused drawings and specifications describing the works to be done.  AND WHEREAS the said drawings, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.  AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and 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 rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").
अब यहाँ से इस प्रकार सहमति बनी है	NOW IT IS HEREBY AGREED AS FOLLOWS:
उक्त विचारणीय राशि के संदर्भ में, जो कि इस करार में	In considerations of the said Contract Amount
तय तरीके के अनुसार भुगतान की जाएगी, ठेकेदार द्वारा	to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall
उक्त रेखाचित्रों में दर्शाएँ गए एवं उक्त विशिष्टताओं तथा	upon and subject to the said Conditions

execute and complete the work shown upon

मात्राओं की अनुसूची में वर्णित काम को पूर्ण करने एवं शर्तों को कार्यान्वित करने के अधीन होगी।	the said Drawings and described in the said Specifications and the Schedule of Quantities.
नियोक्ता ठेकेदार को शर्तों मे उल्लेखित तरीके के	The Employer shall pay the Contractor the said
अन्सार संविदा राशि या ऐसी अन्य राशि जो देय हो का	Contract Amount or such other sum as shall
समय पर भ्गतान करेगा।	become payable, at the times and in the
(in the interest of the intere	manner specified in the said Conditions.
	The term "Architect" in the said conditions shall
उक्त शर्तों में "वास्तुकार" शब्द का अर्थ इस संविदा के	mean 'Architect ' for the purpose of
तहत नवीनीकरण कार्यों की वास्तु योजना और	architectural planning & designing etc. of the
डिजाइनिंग आदि के उद्देश्य से 'वास्तुकार' होगा।	Renovation works under this contract.
	The Reserve Bank of India shall administer and
भारतीय रिज़र्व बैंक निर्माण कार्यों के पर्यवेक्षण, बिलों के	
प्रमाणीकरण, भुगतान और संविदा के विभिन्न नियमों,	directly arrange for supervision of works,
शर्तों और पूर्वापेक्षाओं के कार्यान्वयन के लिए सीधे	certification of bills, making payments and
व्यवस्था और प्रबंध करेगा।	implementation of various terms, conditions and
	stipulations of the contract.
यहाँ उल्लेखित शर्तें और विभिन्न अनुस्चियों को इस	The said conditions and various schedules shall
करार के आधार के रूप में पढ़ा और समझा जाएगा और	be read and construed as forming part of this
यहाँ मौजूद पार्टियां अपनी ओर से उक्त शर्तीं द्वारा बंधे	agreement, and the parties hereto shall
हैं, स्वयं को उक्त शर्तों को समर्पित करते हैं और उक्त	respectively abide by, submit themselves to the
शर्तों में उल्लेखित अनुसार अपनी ओर से करार का	said Conditions and perform the agreements on
निष्पादन करेंगे ।	their part respectively in the said Conditions
	contained.
करार और यहाँ उल्लिखित दस्तावेज़ इस संविदा का	The agreement and documents mentioned herein
आधार बनाएँगे	shall form the basis of this Contract.
यह संविदा न तो एक निश्चित एकम्श्त संविदा है और न ही	This Contract is neither a fixed Lump sum contract
एक लघ् कार्य संविदा है, बल्कि आरबीआई ऑफिसर्स	nor a Piece Work Contract but is a Contract to
कार्टर्स, ताड़देव, मुंबई के कंपाउंड की विविध	carry out the work in respect of Miscellaneous
सिविल और एम.एस. फैब्रिकेशन मरम्मत के लिए	civil and M.S fabrication repair of the
एक संविदा है। जिसके लिए वास्तविक मापी गई मात्राओं के	compound at RBI Officers' Quarters, Tardeo,
अनुसार दरों और संभावित मात्राओं की अनुसूची में निहित	Mumbai to be paid for according to actual
दर पर या उक्त शर्तों में प्रदान की गई दर पर भुगतान किया	measured quantities at the rate contained in the
जाना है।	Schedule of rates and Probable Quantities or as
	provided in the said Conditions.
a-* +	<u>'</u>
उक्त शर्तों में निर्धारित तरीके के अनुसार ठेकेदार	The Contractor shall afford every reasonable facility for the carrying out of all works relating to
सिविल निर्माण कार्यों से संबंधित सभी कार्यों, सेनेटरी	civil works, installation of sanitary work and
कार्य और फिटिंग, स्थायी जल आपूर्ति, विद्युत	fittings, permanent water supply, electrical
इन्सटालेशन, फिटिंग, एयर कंडीशनिंग और अन्य	installations, fittings, air conditioning and other

संबंद्ध कार्यों से संबंधित सभी कार्यों को करने के लिए हर उचित सुविधा प्रदान करेगा और इस तरह के कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान को पुन: ठीक करेगा। 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.

नियोक्ता के पास इस संविदा के पूर्वाग्रह के बिना कार्य के किसी भी वस्तु (आइटम) को जोड़कर या हटाकर या उसी के कुछ भाग को बनाए खकर रेखाचित्र और कार्य की प्रकृति को बदलने का अधिकार स्रक्षित है।

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

इस कॉन्ट्रैक्ट में समय को सबसे ज़रूरी माना जाएगा और कॉन्ट्रैक्टर इस बात से सहमत है कि वह साइट मिलने के तुरंत बाद या शर्तों में बताई गई काम शुरू करने की तय तारीख से, जो भी बाद में हो, काम शुरू कर देगा और वर्क ऑर्डर के 10वें दिन से 75 दिनों के अंदर पूरा काम पूरा कर देगा, लेकिन समय बढ़ाने के नियम लागू रहेंगे। Time shall be considered as 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 the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within 75 days from the 10th day of the Work order subject nevertheless to the provisions for extension of time.

इस संविदा के तहत नियोक्ता द्वारा सभी भुगतान केवल मुंबई में ही किए जाएंगे। All payments by the Employer under this Contract will be made only at Mumbai

इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और उसका निर्धारण केवल मुंबई में स्थित न्यायालय के अधिकार क्षेत्र में होगा। All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.

यह कि इस संविदा के कई अंशों को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है। ठेकेदार निविदा में दी गई मात्रा से अधिक मात्रा के भुगतान के लिए तब तक हकदार नहीं होगा जब तक कि बैंक के प्रभारी अभियंता से विशिष्ट लिखित अन्देशों के तहत आदेश नहीं दिया जाता है। That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. 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 Engineer-in-Charge.

ठेकेदार बैंक के बुनियादी ढांचे उपकरणों आदि / प्रणालियों / के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के साथ खुलासा नहीं करेगा, जो कि इस क़रार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार क़रार 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

के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा।

ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस क़रार के तहत गोपनीय जानकारी के गैर प्रकटीकरण-के दायित्वों को पूरी तरह से संत्ष्ट किया जा रहा है।

गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के-दायित्व किसी भी कारण से होने वाले इस करार की समाप्ति या समापन को बचा।

### 15. कार्य स्थल पर महिलाओं के यौन उत्पीड़न की रोकथाम का खंड

- ए) फर्म, बैंक के परिसर के भीतर अपने (फर्म के) कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में पूर्णत: जिम्मेदार होंगी, भारतीय रिज़र्व बैंक द्वारा क्षेत्रीय समिति के समक्ष शिकायत दर्ज की जाएगी और बैंक उस शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाही की जाना स्निश्चित करेगा।
- बी.) बैंक के किसी भी कर्मचारी के विरुद्ध फर्म के किसी भी कर्मचारी की तरफ से यौन उत्पीड़न होने की कोई भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति दवारा संज्ञान लिया जाएगा।
- सी.) फर्म किसी भी मौद्रिक क्षतिपूर्ति के लिए जिम्मेदार होगा, जिसे फर्म के कर्मचारियों को शामिल करने वाली घटना में भुगतान करने की आवश्यकता हो सकती है, उदाहरण के लिए बैंक के कर्मचारी को कोई भी मौद्रिक

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. 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 nondisclosure and confidentiality will Survive the expiry or termination of this agreement for whatever reason.

### 15. <u>Clause of Prevention of Sexual</u> <u>Harassment at Work place:</u>

- a) The firm shall be solely responsible in case of any compliant of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.
- **b)** Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- **c)**. The firm shall be responsible for any monetary compensation that may need to be paid in case the

राहत, अगर समिति द्वारा फर्म के कर्मचारी द्वारा यौन उत्पीडन किया जाना साबित होता है।

- डी) फर्म कार्यस्थल पर यौन उत्पीइन की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।
- ई) फर्म बैंक परिसर में नियोजित अपने कर्मचारियों की पूर्ण एवं अध्यतन सूची उपलब्ध कराएगा।

ठेकेदार बैंक के ब्नियादी ढांचे उपकरणों आदि / प्रणालियों / के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के साथ ख्लासा नहीं करेगा, जो कि इस क़रार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है. और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार करार के विवरण को निजी और गोपनीय मानेंगे. सिवा इस सीमा के कि जो इसके तहत दायित्वों को पुरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को ह्ई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को भंग करने के रूप में माना जाएगा और नियोक्ता न्कसान का दावा करने और कान्नी कदम उठाने का हकदार होगा।

ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस क़रार के तहत गोपनीय जानकारी के गैर प्रकटीकरण-के दायित्वों को पूरी तरह से संत्ष्ट किया जा रहा है। incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.

- **d)**The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- **e)** The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

16. Non-Disclosure clause: The Contractor shall not disclose directly or indirectly any information, materials and details 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. 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

गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के-दायित्व किसी भी कारण से होने वाले इस क़रार की समाप्ति या समापन को बचायेंगे।

17. <u>न्य्नतम मजद्री अधिनियम :</u> ठेकेदार लागू न्यूनतम मजद्री अधिनियम व श्रम अधिनियम का अनुपालन करेंगे। किसी भी सांविधिक नियम / अपेक्षाओं के अनुसार जारी नोटिस / दंड, यदि कोई हो तो, का भुगतान ठेकेदार द्वारा बैंक से किसी दावे के बगैर किया जाएगा।

18. कोविड -19 की वर्तमान महामारी की स्थित में पालन किए जाने वाले प्रोटोकॉल, हिफ़ाजती उपाय और सुरक्षा मानदंड : ठेकेदारों को कोविड -19 की वर्तमान महामारी की स्थिति के दौरान बैंक द्वारा निर्धारित सभी सुरक्षा, हिफ़ाज़ती मानदंडों और मानक प्रोटोकॉल का पालन करना होगा जैसे कि मास्क पहनना, हैंड सैनिटाइज़र का उपयोग करना, नियमित रूप से साबुन डिस्पेंसर से हाथ धोना, हाथ के दस्ताने पहनना, केवल कार्य स्थल से संबंधित श्रमिकों की आवाजाही, नियमित सुरक्षा जाँच आदि। इसका उल्लंघन करने पर बैंक के शिष्टाचार व सुरक्षा अधिकारी द्वारा प्रत्येक अवसर पर जुर्माना लगाया जा सकता है, जो ठेकेदारों को देय भुगतान से वस्ल किया जा सकता है।

### 19. संविदा की समाप्ति के कारण चूक के मामले में ठेकेदारों से वसूल की जाने वाली क्षतिपूर्ति :

यदि कार्य/संविदा के पूरा होने से पहले किसी भी पार्टी द्वारा संविदा को समाप्त कर दिया जाता है। यह माना जाता है कि, ठेकेदार निर्धारित समय अवधि और स्वीकृत विस्तार में उपर्युक्त कार्य को पूरा करने में विफल रहे हैं। बचा हुआ या शेष कार्य सीधे बैंक द्वारा ठेकेदारों के जोखिम और लागत पर किया जाएगा। इस तरह की जोखिम और लागत राशि यानी ठेकेदारों की निविदा दरों के आधार पर लागत और कार्य पूरा करने के लिए बैंक द्वारा की गई नई संविदा की दरों के अनुसार प्राप्त राशि के बीच अंतर की गणना से प्राप्त राशि। यह जोखिम और

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.

17. <u>Minimum Wages Act</u>: - Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.

# 18. Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed: The contractors shall follow all security, safety norms and the standard protocol

laid down by the Bank during the present pandemic situation of Covid -19 like wearing mass, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand glauses, movement of the workers only pertaining to the work place, regular security checks etc. The violation of the same may be entitled for penalty on each occasion imposed by the Bank's P & SO, which may be recovered from the payment due to the contractors.

# 19. Compensation to be recovered from the Contractors in case of default on account of termination of contract:

If the contract is terminated from either of the party before completion of work/contract. It is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on tender

लागत राशि बैंक द्वारा ठेकेदारों को देय किसी भी राशि जैसे अंतिम बिल की सकल राशि, निष्पादन बैंक गारंटी राशि, संविदा की अद्यतित परिवर्तित प्रतिभूति जमा (ईएमडी और आरएमडी) इसके अतिरिक्त सभी संपदा प्रकोष्ठों / कार्यालय यानी संपदा कार्यालय, फोर्ट, , भायखला कक्ष, बीकेसी कक्ष इत्यादि में लंबित किसी भी अन्य बिल / बिलों सहित के समक्ष देय राशि में से वस्ल की जाएगी, जो कि संविदा की जबरन समाप्ति और कार्य को पूर्ण करने में ट्यर्थ हुए समय के कारण बैंक द्वारा उठाया गया एक प्रत्यक्ष वितीय न्कसान है।

rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, Byculla Cell, BKC Cell etc.

इसके साक्ष में, नियोक्ता और ठेकेदार ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं एवं दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं। (यदि ठेकेदार एक साझेदारी या व्यक्तिगत स्वामित्व है)

इसके साक्ष में, नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं और ठेकेदार ने अपनी आम मुहर को यहां लगाया है और इसके बाद उसकी ओर से दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं। IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written. (If the Contractor is a Company)

भारतीय रिजर्व बैंक द्वारा हस्ताक्षरित और वितरित	SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
श्री के द्वारा	Shri
(नाम और पदनाम)	(Name and Designation)
इनकी उपस्थिति में -	In the presence of
साक्षी -	Witnesses –
1	1
पता:	Address:
2	2

पता:		Address:	
यदि भाग साझेदारी फर्म या व्यक्तिगत स्वामी है, तो सभी के		If the part is a partner individual	ership firm or any
द्वारा या सभी भागीदारों की तरफ	से हस्ताक्षरित होना चाहिए	should be signed by al	ll or on behalf of
		all the partners.	
के द्वारा हस्ताक्षरित और वितरित किया			DELIVERED BY
गया था।			
साक्षी		Witnesses –	
1)		1) 	
2)		2)	
पता		Address	
दिनांक को	यदि ठेकेदार ने आम	THE COMMON SEAL OF	If the Contractor
आयोजित बैठक में निदेशक	मुहर के तहत हस्ताक्षर	Was hereunto affixed	signs under its common Seal the
मण्डल द्वारा पारित संकल्प के	किये हैं, तो उस हस्ताक्षर	pursuant to the resolutions passed	signature clause
अनुसरण में आम मुहर यहाँ के	का संस्था के अंतर्नियम में	By its Board of Directors at the	should tally with their sealing
लिए लगाई जाती है।	मुहर क्लॉज के साथ	meeting held on	clause in the
	मिलान करना चाहिए।		Articles of Associations.
			, tooodiationio.
की उपस्थिती में			
( 1			
)			The Contractor is
	यदि ठेकेदार की तरफ से	In the presence of	signing by the
( 2	मुख्तारनामा प्राप्त	( 1	hand of power of attorney whether
, , , , , , , , , , , , , , , , , , ,	व्यक्ति ने हस्ताक्षर किये	)	a company or
	हैं, चाहे वह कंपनी हो या		individual.
	कोई व्यक्ति	( 2	
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

निदेशक जिन्होंने वहाँ मौजूद की उपस्थिति में इन प्रस्तुतों पर हस्ताक्षर किये हैं - (1)	Directors who have signed these presents in taken thereof in the presence of (1)
(2)	(2)
2	2
यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने	If the Contractor is signed by the hand of
हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति	Power of Attorney, whether of a company or an individual
इनके दवारा हस्ताक्षरित और वितरित	SIGNED AND DELIVERED BY -
इन के हाथ से ठेकेदार द्वारा	The Contractor by the hand of Shri
প্রী	and duly constituted attorney.
और विधिवत गठित वकील	

#### GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

Online e-tenders are invited for "Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai". The tenders shall be submitted in online manner at MSTCE commerce web site.

- 1. Tenders shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only.
- 2. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the tender Part-I, which period may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period.
- 3. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
- 4. 5% of the total value of work done will be recovered and withheld from their bills by the Bank as Retention Money (RM). The R.M.D. amount shall be released after successful completion of 12 months of Defect Liability Period from the date of completion of the work, provided all the defects pointed out are rectified. The security deposit of the successful tenderer and R.M. will be forfeited if he/she/they fails to comply with any of the conditions of contract. No interest will be paid on Security Deposit and Retention Money withheld by the Bank.
- 5. 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 security deposit if the amount so permits and the contractor shall unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.
- 6. The Contractor shall not assign the Contract. 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's Engineer shall 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.
- 7. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's Engineer if in the opinion of Bank's Engineer and the structural Consultant change have to be made in the design and they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's Engineer's/Bank's decision in such cases shall be final and shall not be open to arbitration.
- 8. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank's Engineer. 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 amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.

- 9. Tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
- 10. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as during and after completion, water, electric consumption, meters, double scaffolding, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets, cellars, vaults, ovens, pavements, walls, houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding, staging etc., as occasion shall require or when ordered to do so, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of Bank's Engineer s. 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. No separate claim in respect of GST shall be entertained by the Bank except if changed by the Central Govt., State Govt. or local authorities during the contract period.
- 11. (a) The Contractor should note that unless otherwise stated the 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. However, during actual execution of work if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Bank's Engineer of the project in excess of 25% of the tender quantity shall be considered as an extra item of work for which the contractor shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. The rate for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender.
- b) In case of difference in the basic rate of the material, the difference in actual purchase price including GST and excluding cartage, loading, unloading and the basic price including GST (as given in tender) with 15% contractor's profit & overheads shall be adjusted. Copy of the invoices of materials so purchased shall be submitted to the Bank duly verified by the Bank's engineer with the original.
- 12. Time allowed for carrying out the work is 75 days from the 10<sup>th</sup> day of issue of work order. If the contractor fails to complete the work within the specified period they/he shall be liable to pay LD at the rate of 0.25 % per week i.e Rs 354/- per day of estimated cost put to tender subject to a maximum of 10% of the contract amount for the entire work. The tenderer shall before be commencing work prepare a detailed work programme, which shall be approved by the Bank's Engineer.

- 13. The successful tenderers should co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer.
- 14. The contractor shall bear in mind that all the work shall be carried out strictly in accordance with the specifications made by Bank's Engineer and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.
- 15. The successful tender should make his own arrangement to obtain all materials required for the work.
- 16. The tenderers shall submit along with his tender a list mentioning the names of manufactures of specialized items (from the approved materials as per Annex), like plain & perforated board, paint, false ceiling sections, wooden slats etc. all materials including Aluminum sections, M.S structural members, wall/floor tiles/plumbing fixtures and fittings etc. which he proposes to use in the work if his tender is accepted. However, final approval of the materials to be used in the work shall be given by the Bank.
- 17. The contractor is allowed to use the water available in the flat where the work is to be done and no recovery shall be made from the bills towards the water consumption charges for the work. However, contractor shall compensate this free service in the quoted rates.
- 18. The Contractor shall strictly comply with the provision of safety code annexed hereto.
- 19. The Security deposit (RMD) of the successful tenderer will be forfeited if he/they fails to comply with any of the conditions of contract.

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

Date: -	Signature and seal of the Tenderer
Place: -	Name and address:
	Phone/Mobile no.
	e-mail

### THE CONDITIONS HERE IN BEFORE REFERRED TO

Interpretation of Clause	1. In the contract (as hereinafter defined ) constructing these Conditions, the specifications, Schedule of Quantities and Contract Agreement, the following words an expressions shall have the meaning therein assigned to them except where the subject or context otherwise requires:
(a) "Bank"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b) "Contractor" in	"Contractor" shall mean
the case of a	and partners in the name and style
partnership firm	of
	and having a place of business at
	and shall include the partners for the time being of the said firm the
	legal representatives of a deceased partner.
In the case of	"Contractor" shall mean Shri
Individual	
	trading in the name and style of
	and shall include its heirs, successors and legal representatives.
In the case of	"Contractor" shall mean
company	
	a company incorporated under
(c)"Engineer "	and shall include his successors and assigns.  Shall means the person appointed by the Bank to act as Engineer for the purpose of the contract and named as such in the conditions.
(d) "Site"	Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid
(e) "This Contract"	allotted by the Bank for the Contractor's use.  Shall mean the Articles of Agreement, the Special conditions, the Conditions(part I and II) ,the Tender, the letter of acceptance, the Appendix, the Schedule of quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly
(f) specification "	signed.

(g) "Bill/ Schedule of Quantities "

Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.

(h)"Tender"

Means the priced and completed bill of quantities forming the part of Tender

(i) "Letter of acceptance"

Means The Contractor's priced offer to the Bank for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.

(f) " Notice in writing"

Means the formal acceptance by the Bank of the tender

Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

(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.

(g) "Net Prices"

If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that 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 any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

(h) "The Works"

Shall "Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai " as provided herein.

### Note:

Words imparting persons include firms and corporation. Words imparting the singular also include the plural and vice versa where the context requires.

Scope of Contract

2. 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 Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawing and/or written instructions, details directions and explanations which are hereafter collectively referred to as "Bank's Instructions" in regard to:-

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/ or Drawings and/or Specification.
- (c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- (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 inspection of any work covered up.
- (g) The amending and making good of any defects under clause 19 thereof.

The Contractor shall forthwith comply with and duly execute any work comprised 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 's shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by Bank's Engineer 's such shall be deemed to be Bank's Engineer 's instructions within the scope of the Contract.

Variations to be approved by the Bank

The Contractor shall submit a statement to variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are sanctioned by it.

Drawings, Schedule of Quantities and Agreement 3. The Contract shall be executed in duplicate and the Bank's Engineer, the Bank and the Contractor shall be entitled to one executed copy of each for his use. The Contractor on the signing hereof shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings and of the specification 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 the 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.

Contractor to provide everything necessary at his cost

4. The contractor shall provide at his cost everything necessary for the proper execution of the work according to the intent and meaning of the drawing. Schedule of quantities and specification taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and it the contractor finds any discrepancy in the drawings or between the drawings schedule of quantities and specifications he shall immediately and in writing refer same to the Bank's Engineer who shall decide which is to be followed.

Authorities, notices and patents

5. 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, electric supply and other companies and/or authorities with whose, systems the structure is proposed to be connected, and shall, before making any variations form the drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause 13 thereof.

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

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

Setting out of works.

6. 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 and got approved prior to proceeding of the work. If the contractor fails in their role, any errors/defects it shall be rectified at his own expense to the satisfaction of the Bank's Engineer.

Materials & workmanship to conform to description

7. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out test of any materials as per relevant IS provisions through the reputed laborites prior to use in the work.

Contractor's superintendence and representative on the works.

8. The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank's Engineer may consider necessary until the expiry 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, qualified and experienced

Engineer who shall be constantly in attendance at the works while the men are at work. Any directions explanation, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

Dismissal of workmen.

9. 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 Consultant.

Access to works

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

Assistant Manager/ Manager 11. The term Assistant Manager (Tech.)/ Manger (Tech.) shall mean the person appointed and paid by the Bank and acting under the orders of the Bank's Engineer to inspect the works in the absence of the Bank's Engineer; the contractor shall afford the Assistant manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Assistant Manager (Tech) nor any representative of the Bank's Engineer shall have power to set out works or to revoke, alter, enlarge or relax and requirements of the Contract, or to sanction any day work, additions, alterations, deviations or omissions, or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Bank.

The Assistant Manager (Tech.) Manger (Tech.) or any representative of the Bank's Engineer, or the Bank shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended of the use of such materials shall be discontinued until the decision of the Bank's Engineer is obtained. The work will from time to time be examined by the Bank's Engineer, the Assistant Manager (Tech)/ Manger (Tech.) or the Bank's Engineer 's but such examination shall not in any way representative exonerate the Contractor form the obligation to remedy any defects which may be found to exist at any stage of the works after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

Assignment and Subletting

Alterations, additions, omission etc.

Schedule of Quantities.

Sufficiency of Schedule of quantities

Measurement of works

12. 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 Banks and no 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 additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under its 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, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer with the prior approval in writing of the Bank 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.

14. 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. 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 matters and things necessary for the proper completion of the works.

### 16. The following procedure shall be adopted for taking & recording the Measurements of works:

- i. The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the department. All entries shall be made exactly as per the extant procedure for recording conventional MBs.
- ii. These measurements shall be then 100% checked by the junior Engineer/ AM (Tech) If Junior Engineer/ AM(Tech) is not available, the AM (Tech) / Mgr.(Tech) shall

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perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements and submit to the department, the corrected computerized measurement in the form of a book, duly hard bound with its page machine numbered. All the pages of this computerized MB shall have full signature with date of the authorized official of the contractor and the official of the bank with name and designation.

- iii. The test checking of these computerized measurements shall be carried out by the concerned officials as per extant instructions. This book shall be treated as computerized Measurement Book.
- iv. The computerized MB given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over- writing. In case of any error, the computerized MB shall be cancelled, and the contractor shall re-submit a fresh computerized MB, duly incorporating all corrections. This should be done before the corresponding bill is submitted to the department for payment.
  - v. The concerned official shall record the necessary certificates for their checks and test checks as per the extant procedure in the computerized MB. It shall be the responsibility of the concerned officials to ensure that all the corrections have been incorporated in the computerized MB before they record their certificates.
- vi. The computerized MB shall be allotted a serial number as per the register of computerized MB to be given by the Bank to the contractor.
- vii. All the pages of the Finalized computerizes MB shall have full signature with date of the authorized official of the contractor and the official of the bank with name and designation.

All measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications. Should the Contractor not attend or neglect or omit to take the measurements then the measurements taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurements of the works.

All authorized extra works, omissions and all variations made without the Bank's Engineer 's knowledge, of subsequently sanctioned by him in writing (with the prior approval in writing of the Bank) shall be included in such measurements.

Prices for extras etc. ascertainment of

- 17. The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Bank add to, omit from or vary the works shown upon the drawings, or described in the specifications, or included in the Schedule of quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer s 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 or by the authority of the Bank's Engineer s with the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.
  - a. (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
    (ii) Rates for all items, wherever possible, should be Derived out of the rates given in the Priced Schedule of Quantities.
  - b. The net prices of the original tender shall determine the value of the items omitted if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
  - c. Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract woks or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate of price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense 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 it shall think reasonable and proper with the prior approval in writing of the Bank.
  - d. Where extra work cannot be properly measured or valued the contactor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the districts provided that in either case, vouchers specifying the daily time (and if required

- by the Bank's Engineer , the workman's names) and materials employed be delivered for verification to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.
- e. 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 the within three months of the completion of the Contract works as defined in clause 21 hereof.
- f. It is further, clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates, supported by rate analysis worked on the "actual cost basis", plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.
- g. The Contractor should note that unless otherwise stated the 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 selfsupporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of the work if the quantities exceeds by more than 25% of the tender quantities, the quantity of such items executed, by the authority of the Engineer of the project and with the concurrence of the Bank, in excess of 25% of the tender quantity shall be considered as extra item of work for which contractor shall submit fresh rates supported by rate analysis worked on actual cost basis +15% towards the establishment charges ,contractors overhead & profit .The rates for all such items of work ,being current ones, will not be eligible for price adjustment due to increase or decrease in prices or materials and labour rates as per escalation formula, if any , given in the tender . If any of the items of work is omitted from the accepted tender at the sole discretion of Bank ,the contractor shall not be entitled to any claim on this account.

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

18. Where in any Certificate (of which the Contractor has received payment), the Bank's Engineer has included the value of any unfixed materials intended for and /or placed on or adjacent to the works such materials shall become the property of the Bank and they shall not be removed except for use upon the works, without

Removal of improper works

the written authority of the Bank's Engineer. The Contractor shall be liable for any loss of or damage to, such materials.

19. The Bank shall, during the progress of the works, have power to order in writing from time to time the removal of the works within such reasonable time or times as may be specified in the order, or any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the Bank shall have the power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Bank from any money due, or that may become due, to the Contractor.

Defects after virtual completion.

20. Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer 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 Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Bank's Engineer 's Certificate in writing from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 31 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank's Engineer as provided in Clauses 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 provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding

Certificate of virtual completion & defects liability period.

Nominated Sub-Contractor the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

- 21. 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 Certificate.
- 22. All Specialists, Merchants, Tradesmen and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specification who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objections or (Save where the "Bank's Engineer and Contractor shall otherwise agree) who will not enter into a Contract providing.

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in the respect of this Contract.
- b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the contractor or under any Workman's Compensation Act in force.
- c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Bank's Engineer 's Certificate provided that before any Certificate provided that before any Certificate is issued, the Contractor shall upon request furnish, to the Bank's Engineer proof that all nominated Sub-Contractor's accounts, included in previous Certificates have been duly discharged, in default whereof the Bank may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of contract as between Bank and Sub-Contractor.

Other persons employed by Bank 23. The Bank reserves the right with the concurrence of the Bank's Engineer to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the 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 Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the

Insurance in respect to damages to persons and property

Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

24. 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 any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the building and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The 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 Risk Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the Bank and the contractor (the name of the former being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the Bank before commencing the works.

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. 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 any 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 risk and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs.2 lakh per person for any one accident or occurrence and Rs.5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of Rs.10 lakh. The contractor shall also indemnify the Bank against all claim which may be made upon the Bank, whether under the Workmen's 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 of Sub-Contractor and shall at his **own expense** effect and maintain until the virtual completion of the contract or 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.

In default of the contractor insuring as providing above, the Bank may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor.

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.

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 of damage or compensation arising there from.

Without prejudice to the other rights of the Bank against contractor 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 the contractor under this clause.

The Contractor shall upon settlement by the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed of damaged. In this event all the monies 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.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall, however, not be entitled to reimbursement by the Bank of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

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 the said insurance policies are submitted. In the event of failure of the sub-contractor to take out such a policy 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. If the contractor fails to extend the insurance policies at any point of time, Bank will

take the insurance & triple of the insurance premium will be recovered from the contractor.

Date of commencement and completion.

25. The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he 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's Engineer may desire to delay on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Liquidated
Damage for noncompletion

26. If the Contractor fails to complete the works within the stipulated time as in the Appendix or within any extended time under Clause 27 hereof and the Bank's Engineer certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Bank the sum named in the Appendix as "Liquidated Damages" for the period during which the said work shall so remain incomplete and the Bank may deduct such damages from any moneys due to Contractor.

Delay and extension of time

27. If in the opinion of the Bank's Engineer the works be delayed (a) by force Majuro or (b) by reason of any exceptionally inclement weather or (c) by reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works of delays of other Contractors or Tradesmen engaged or nominated by the Bank or the Bank's Engineer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's Engineer's instructions as per Clause 2 of hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of contractor or (i) in the even the value of work exceed the value of the priced scheduled of quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Bank make a fair and reasonable extension of time for completion of the Contractor Works; in case of such strike or lockout the Contractor shall nevertheless constantly use his endeavors to prevent delay and

shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

Failure by contractor to comply with Bank's Engineer 's instructions 28. If the Contractor after receipt of written notice from the Bank's Engineer requiring compliance within ten days fails to comply with such further drawings and/or Bank's Engineer instructions the Bank 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 Bank on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due to the Contractor.

Termination of contract by the Bank

29. 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 supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank's Engineer.

Or if the Contractor (whether an individual, firm 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 Contractor.

Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained.

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

Or if the Bank's Engineer shall certify in writing to the Bank that the Contractor,

- i. Has abandoned the Contract, or
- ii. Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer notice to proceed or
- iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- iv. Has failed to remove materials from the site or to pull down and replace work for seven days after receiving the Bank's Engineer written notice 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 or any of the acts, matters of things by this 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 Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools. scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other 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 of using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the 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 Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owning to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

Termination of Contracts by Contractor

30. If the payment of the amount payable by the Bank 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 a foresaid shall have been given by the Contractor to the Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contractor, of if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

Certificates and payments

31.(a) The Contractor shall be paid by the Bank from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the Appendix as 'Value of work for Interim Certificates" (or less at the reasonable discretion of the Bank's Engineer ) has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention Percentage for Interim Certificates" until the total amount retained shall reach the sum named in Appendix as "Total "Retention Money" after which time installments shall be up to the full value of the work subsequently so executed and fixed in the building. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's shall have certified in writing that they have been completed, the Contractor shall be paid by the Bank in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix as "Installment 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 to be issued in writing by the Bank's Engineer at the expiration of the period referred to as "the Defect Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relive the contractor from his liability under Clause 2 and 20 not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have

- a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.
- (b) The Contractor has to submit along with his all running account bills and final bill, a statement showing the details as well as the quantities of cement, steel and other building materials procured by him up to the date of the bill for verification of the same before settlement of such bills by the Bank.
- (c) The Bank's Engineer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.
- (d) The Bank's Engineer may make any correction in any previous Certificate which shall have been issued by him.
- (f) No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.
- (g) Payment upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificates" after such Certificates have been delivered to the Bank.

**Delayed Payment** 

32. Any amounts payable by the Bank to the Contractor in pursuance of any certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period of honouring certificates" named 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 such sum ought to have been paid by the Bank until the payment.

Matters to be finally determined by Bank

33. The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the mattes under Clause 2 (a), 2(b), 4,7,12,19,27 (a,c,d,e,f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

Settlement of disputes through arbitration

34. All disputes and difference of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final Certificate or

otherwise. The decision of the Bank with respect to any of the expected matter shall be final and without appeal as stated in clause 33 hereof. But if the contractor be dissatisfied on any matter the contractor may within 28 days after receiving notice of such decision upon. Such written notice shall specify the matters, which are in dispute of difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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 in 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 their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement of compromise.

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

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

Right of Technical Scrutiny of Final Bill. 35. The Bank shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the Bank and the final bill of the Contractor including all supporting vouchers, abstracts, etc. If as a result of this examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recovery the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the RESERVE BANK OF INDIA.

Bank entitled to recover compensation paid to workmen.

36. If, for any reason, the Bank 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 Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it form the security deposit or from any sum due by the Bank to the Contractor under this contract or otherwise. The Bank 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 Bank for all cost for which the Bank might become liable in consequence of contesting such claim.

Abandonment of works

37. If at any time after the acceptance of the tender, the Bank shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have to claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

Right of Bank
To terminate the
contract in the
event of death of
contractor if
individual

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

# **APPENDIX HEREINBEFORE REFERRED TO**

# Reference to Clauses in Conditions Herein before Referred to and reference to General Instruction to Contractor and Special conditions

1	Defects Liability Period	Twelve months	
2	Validity of quoted rates	6 months from the date of opening of Part I of tenders  One month from the date of Virtual Completion.  Within 10 days from the date of issue of work order'  Time allowed for carrying out the work is 75 days from the 10 <sup>th</sup> day of issue of work order.  LD at the rate on Rs 354/- per day the work subject to a maximum of 10% of the contract amount for the entire work. The tenderer shall before commencing the work shall prepare and submit a detailed work programme, which shall be approved by the Bank's Engineer.	
3	Period of Final Measurement		
4	Date of Commencement		
5	Date of Completion		
6	Rate of Liquidated damages At the rate of		
7	Value of works for interim Certificates	Rs. 5.00 lakh.	
8	Retention percentage	5% from each bill	
9	Period of honoring Certificate for payment	One month for running A/c. bills and three months for the final bill.	

Date: -	Signature and seal of the Tenderer	
Place: -	Name and address:	
	Phone/Mobile no.	
	e-mail	

#### **SAFETY CODE**

- 1. There shall be maintained in a readily place First aid appliances including adequate supply of sterilized dressings and cotton wool.
- 2. An injured person shall be taken to a nearby public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 4. 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.
- 5. The excavated material shall not be placed within 1.5 meters of the edge of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6. Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- Workers employed on mixing and handling material such as asphalt, cement mortar
  or concrete and lime mortar shall be provided with protective footwear and rubber
  hand gloves.
- 9. Those engaged in welding works shall be provided with welder's protective eyeshields and gloves.
- 10. (i) No paint containing lead products shall be used except in the form of paste or readymade paint.
  - (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- 11. 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 periods of cessation of work.
- 12. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect working condition.
- 13. The ropes used in hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
- 14. Additional safety net is to be providing to cover the external work and to avoid any injury to the occupants of the colony.
- 15. All safety measures shall be taken at site during heavy M.S structure work to avoid any injury of any workers and damage of nearby buildings etc.

Place:	Signature of Tenderer with seal	
Date:	Name & Address:	
	Phone no./Mobile no.	
	E-mail id	

#### SPECIAL INSTRUCTIONS

- 1. Time Allowed for carrying out the work: 75 days from the 10<sup>th</sup> day of issue of work order. If the contractor fails to complete the work within the specified period they/he shall be liable to pay LD at the rate of Rs 354/- per day subject to a maximum of 10% of the contract amount for the entire work. The tenderer shall before commencing work prepare a detailed work program, which shall be approved by the Bank's Engineer Laborers will not be allowed to stay at site.
- 2. Contractor will have to make his own arrangement to hoist all the material, tools and plants etc. at the place of work as well as lowering down the same along with debris and salvaged material without causing any dust, nuisance, spillage and safety hazards. For this purpose, the contractor will have to get his scheme approved well in advance from the Bank and shall have to incorporate any changes suggested. No debris more than a truckload shall be allowed to be accumulated at site.
- 3. The Contractor at his own cost will have to put up proper and sufficient hoarding screen and fence during the time as may be necessary for safety and convenience of the staff, occupants and visiting public and maintain the same in good condition during work and where necessary cause such hoarding of fence to be well lighted during the night to prevent accidents. Contractor will have to make good without any extra payment, any damage done during the work. The tenderers are requested in their own interest to inspect the site to assess the nature and quantum of work.
- 4. Contractor shall not be allowed to store any of the debris material inside the building. Necessary arrangements shall be made in advance with the prior approval of Engineer-in-charge to transport all debris to ground by means of suitable chutes and stack the same wherever directed prior to carting away from the Banks premises.
- 5. Work platforms erected shall be such as to facilitate safe working of workers and supervisors as also to support man, materials and debris on at least three to four levels simultaneously.
- 6. Contractor shall, before start of the work shall submit his/their time schedule for various activities carried under the contract
- 7. The contractor shall endeavor to keep dust and dirt noise/nuisance inside the building to minimum. Contractor shall also provide at his cost to clean area on day to day basis to keep dust free environment.
- 8. The work of repairs is required to be carried out with ongoing occupancy. Contractor shall be required to give his best possible co-operation to offer minimum of inconvenience to the occupants to the extent possible.
- 9. The contractor shall make his own arrangement for taping the available water/electricity and the usage of the same shall be optimum usage.

Date: -Signature of the contractor with name & seal Place: -Address: Phone/Mobile no.

E-mail id

### MATERIALS, SPECIFICATIONS AND MODE OF MEASUREMENTS MATERIALS

#### 01. QUALITY

All materials to be used for works shall be confirm to relevant BIS & best quality of their respective kinds as specified herein and shall be approved make 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 India standards approved by the Engineer,

#### 02. INSPECTION AND TESTING

All materials before being incorporated in to the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests relevant Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his representative. Manufacturer test certificate for the material concern shall accompany the lot of material supplied at site which may be sent for testing if required 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 Engineer or his Representative.

### **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/ Bank in order to check the supplier's works tests and analysis. 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. The costs of all the tests shall be borne by the contractor.

#### 05. MODE OF MEASUREMENT

Unless otherwise specified, mode of measurement shall be as per latest version of IS: 1200

### **LIST OF APPROVED MATERIALS**

- 1. All materials shall be of the 1<sup>st</sup> quality materials conforming to tender conditions.
- 2. If the approved brands mentioned are not available, equivalent make as may be approved by the Bank / Bank's Engineer only to be used on the work.
- 3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Bank / Bank's Engineer. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.

4.

Cement	A.C.C, Ultra Tech, Ambuja, Birla, Dalmiya, Ramco		
	or approved equivalent make.		
Ready mix plaster	Walplast, Chemex, BASF, Pidilite, Fosroc, Roffe,		
Tready Trix plaster	1		
	Bal Endura, Ultratech, ACC or any other approved		
	equivalent.		
White Cement / White Cement	Birla White, JK white or approved equivalent		
based Putty	make.		
Primer and Paints	Asian Paints, ICI Dulux, Nerolac, Berger or any		
	other approved equivalent make		
Structural repairs chemical	M/s. Fosroc India Limited, M/s. Pidilite, M/s. MC		
•	•		
(Polymer Modified Mortar)	Baushumie, M/s. STP, M/s. BASF, M/s. SIKA,		
	M/s. Bal Endura or approved equivalent make.		
Water proofing compound	Dr.FIXIT, BASF / PIDILITE / FOSROC / SIKA or		
	any other approved equivalent make		
Barbed wire, Concertina coil	Tata, Jindal, sail or any approved equivalent		
/wire, MS Steel etc.			
Crinkle FRP Sheet	Everest, Aeron, Jairaj or any approved equivalent		
	2 voices, resemble and or any approved equivalent		

NOTE: All the materials should get approved from the "Bank's Engineer" before using in the work.

Place: Signature and seal of the Tenderer

Date: Name & address Phone/Mobile No. : E-mail id:

# Annexure -I

# PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT (NOT APPLICABLE)

The Regional Director
Reserve Bank of India,
Madam/Sir,
Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers Quarters, Tardeo, Mumbai
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 projec (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 Rs
We,(Name of the Bank), (hereinafter called "the Bank"), a the request of M/s, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs as Performance Guarantee for due fulfilment of the terms and conditions of the contract.
NOW THIS GUARANTEE WITNESSETH
1. We
2. We also agree to undertake to and confirm that the sum not exceeding Rs only) as aforesaid shall be

paid by us without any demur or protest, merely on the 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 not withstanding 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 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 understanding between the RBI and the Contractor.
- 4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

Bank)

1 1 11	s guarantee shall not be revoked by us without prior consent in writing of the INDI.
	e 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 Rs (Rupees
L۱	only)
D)	Our liability under these presents shall not exceed the sum of Rs. (Rupees.
	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 upto(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
<del>C</del> )	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
	authorised.

For and on behalf of \_\_\_\_\_ (Name of the

Signature of authorised Bank official
Name:
Designation:
Stamp/Seal of the Bank
Signed, sealed and delivered for and on behalf of the Bank by 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).



# RESERVE BANK OF INDIA ESTATE CELL, BYCULLA, MUMBAI

Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai

#### PREAMBLE TO SCHEDULE OF QUANTITY

- 1. The work is to be carried out in occupied premises and hence shall be executed with least disturbance to the occupants. All necessary measures shall be taken for keeping the surrounding area in hygienic condition.
- 2. Contractors, before filling the tender, shall inspect the site to understand the nature, scope of the work and working space available with any constraints to have the acquaintance of the site.
- 3. All safety measures while working at site shall be followed and all workmen shall be provided like safety belts, hand glows, helmets, etc.
- 4. Materials should be properly and carefully stacked and secured to avoid any accident/incident at site.
- 5. No debris shall be kept on the adjoining municipal foot path or within the premises of the colony and same shall be removed periodically to avoid stacking. Debris formed in the work shall be brought down, stacked in suitably only at location specified by Bank's Engineer.
- 6. All the materials to be used in the work shall be got approved in advance from Bank's engineer. The copies of delivery chalans of the materials delivered on site shall be regularly submitted to the Bank's Engineer.
- 7. Final selection of the brand of materials will be done exclusively by the Bank. The contractors need to quote their rates considering the above approved.
- 8. Full time experienced site supervisor shall be deputed at site for supervising the work. He will be responsible for maintaining daily progress report, consumption of material register, labour report, safety etc. as directed by the Bank's Engineer.
- During execution of the work, if any damages, so occurred to the Bank's property same shall be got done good without any extra charges to the Bank. Failing to comply with this condition, same will be got done by Bank at the risk and cost of the contractors.

- 10. After completion of the work, the entire area shall be cleaned/ cleared properly to the satisfaction of Bank's engineer and no debris, etc. shall be left behind. If, not done so, then Bank will get it done at the firm's risk and cost.
- 11. The quoted rates shall be exclusive of GST. The applicable GST percentage, as per the Govt. of India (GOI) extant rules/regulations, shall be added at the end of the tender amount.
- 12. All materials for the work shall be fire rated as per CFO / PWD / government / local bodies / salutatory authorities, or of any other authority's norms as applicable.
- 13. All wooden members, Veneer, plywood, E- board, gypsum board etc should be fire, termite and borer proof.
- 14. All M. S. Frame works, brackets etc for the works shall be rust free, and treated with anti-corrosive treatment.
- 15. The work is to be carried out at approx. 7.0m height. The quoted rates shall be inclusive of strong scaffolding as per site conditions.

Place:	Signature and seal of the Tendere	er

Date: Name & address

Phone/Mobile No.: E-mail id:

# Proforma for Undertaking *I* Declaration / Certificate by the Bidder regarding country Sharing land border with India

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,
Reserve Bank of India
Name of Work:
I/We(Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM)F. No.6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.
<ul> <li>i. Is not from a country sharing landborder with India, or</li> <li>ii. Is from a country sharing landborder with India and has been registered with the Competent Authority, the certificate of which is enclosed, or</li> <li>iii. Is from a country sharing land border with India where Government of India has extended lines of credit, or</li> <li>iv. Is from a country sharing landborder with India where Government of India is engaged in development projects.</li> </ul>
3. I/We further certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred OfficeMemorandum and its subsequent orders / revision. I/We

/RBI

to

sub-contract

also undertake that even in case of contracts where we are

Bank

permitted

by

the

I/we	(Na
me of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office	
memorandum/ order.	
4. I/ We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order andthat the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Performance Bank Guarantee / Security Deposit and / or debarring us from participating in <i>tenders</i> invited by the Bank <i>in</i> future.	
Signature and name of the authorized signatory of the Bidder	
With rubber stamp	
Place:	
Date:	

### Grounds for debarment of firms from bidding:

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

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

(i)

- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. m\_aking false declaration or providing false information for participation in a tender process or to secure a contract;
- i. failed to disclose conflict of interest.
- j. failed to disclose any previous transgressions made in respect of the provisions of subclause (i) with any public institution/ entity in India or any other country during the last three years or of being debarred by any public procuring institution/ entity.
- 2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of substandard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
- 3. If the bidder has been convicted of an offence- (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

# <u>Undertaking for declaration of debarment by public institution(s): .</u> {To be submitted by the tenderer on their letterhead)

Name of Work:
1. I/We (Name of the bidder) declares that:
a) I/we or any of our allied firm* is/ are not debarred/ suspended/ blacklisted by any public institution / entity in India or any other country as on (last date of submission of bid) .
b) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on (last date of submission of bid).
c) we will inform the Bank in writing, in case, I/we or any of our allied firm• is/are debarred/ suspended/ blacklisted by any public institution/ entity in India or any other country on or before award of work for the captioned work.
2. I/We (Name of the bidder) declare that I/we or our allied firm* (Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by (Name and address of public institution in India or any other country) and the same effective upto (date). A copy of such letter is attached for your information and record.
(seal and signature of the bidder)
Date
Place
(Note: strike out one of the above two declarations which is not applicable) *Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or

controlling voice. Further all successor firms will also be considered as allied firms

majority shares are owned by the banned/ suspended firm and by virtue of this it has a



# RESERVE BANK OF INDIA ESTATE CELL, MUMBAI

Name of Work: Miscellaneous civil and M.S fabrication repair of the compound at RBI Officers' Quarters, Tardeo, Mumbai

# **SCHEDULE OF QUANTITY**

	Estate Cell, Byculla, Mumbai		
	Miscellaneous civil and M.S fabrication repair of the compound at RBI officers' Quarters, Tardeo , Mumbai.		
	SCHEDULE OF QUANTITY		
Sr No	Description of Item	Quantity	Unit
1	Ready Mix Plaster:	25	Sqm
	Providing and applying average 12 mm to 20 mm thick ready mix cement plaster of approved make on damaged walls/beam/column by carefully chipping & removal of damaged plaster from column, beams and walls & redoing it (Removing & redoing plaster) Identifying loose plaster by tapping and carefully, breaking and removing damaged plaster by chiselling including any other finishing layer including removing loose material etc. at any / all level with help of small chisel and hammer weighing not more than 5 pounds and as directed etc. all complete. The quoted rate shall include for surface preparation, cost all materials, labour, tools & plants, scaffolding, curing, disposing off the debris from the colony premises including proper covering/protecting of all plumbing, carpentry & electrical fittings/fixtures, furniture, etc and cleaning of the area/floor, glass panes, etc. all complete as directed by Bank's Engineer.		
2	Brick Work (1:6 CM)	3	Cum

	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to same level of existing height in all shapes and sizes in C:M 1: 6 .The quoted rate shall include for dismantling of existing damaged /tilting wall, surface preparation, cost all materials, labour, tools & plants, scaffolding, curing, disposing off the debris from the colony premises including proper covering/protecting of all plumbing, carpentry & electrical fittings/fixtures, etc and cleaning of the area/floor, etc. all complete as directed. The rate shall include necessary scaffolding, etc as directed by Bank's Engineer. (wherever required)		
3	Carefully chipping of unsound/weak concrete material including cement mortar plastering from RCC members such as slabs, beams, columns, lintels, etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities, cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposing of debris from the colony premises including all lead and lifts, etc complete and as directed.  a) Removal of rust on steel reinforcement: Providing & applying rust remover of approved make to clean reinforcement bars & allowing it to react for specified time and cleaning the reinforcement of total rust by tapping or using mechanical wire brush around the reinforcement bars to give it a totally rust free finished steel surface using suitable tools and equipment, etc. all complete and as directed by the Bank's Engineer.	10	Sqm
	b) Passivator coat on steel reinforcement: Providing and applying one component, Polymer modified, cementitious anti-corrosive primer of approved make (having the technical parameters mentioned in material specifications) formulated to provide dual protection of a polymeric barrier and an integral corrosion-inhibiting system, to the existing steel and additional steel reinforcement provided before patching of damaged areas, using suitable tools and equipment inclusive of material, manpower and equipment, etc. all complete as directed. (Mode of measurement: concrete surface area with exposed reinforcement).		

	c) Bond coat on old concrete surfaces: Providing and applying bond coat of approved make on exposed concrete surface by mixing high dispersion SBR latex like Master Emaco SBR2 of BASF or Nitobond SBR (Latex) of Fosroc with white cement in the ratio of 2:3, all complete as per the manufacturer's specification. The mixing should be done to a lump free consistency for bond coat and screed mortar to be applied once the bond coat is tacky.  (d) Polymer Modified Mortar (PMM) 20-25 mm thick:-Providing and repairing the damaged concrete portion with single component, fibre reinforced, duel shrinkage-compensated, thixotropic, cementitious patch repair mortar of approved make (having the technical parameters mentioned in material specifications) capable of applying 20-25 mm thick in single layer initially by hand and finishing with trowel carefully		
	compacting the same around the rebars and finishing to bring it in line with existing concrete surface with an average thickness of 20-25 mm inclusive of manpower, material, etc. all complete.		
	Note: The Contractor should ensure that all stages (a to d) of structural repair works are executed as per the direction of the Bank's Engineer. The quoted rate should include for the cost all materials, labour, tools & plants, scaffolding, disposing off the debris from the colony premises including proper covering/protecting of all plumbing, carpentry & electrical fittings/fixtures, furniture, etc and cleaning of the area/floor, glass panes, etc. all complete as directed.		
4	Mild steel fabrication work for Raising compound wall Height up to 3.6 meter and other miscellaneous repair work.	2500	kg
	Providing, cutting, welding and fixing in position new MS. angles (50x50x6mm)/posts of U- shape to support the concertina coil and barbed wires with base plate of required size to strengthen the fencing placed at required distance apart as per existing structure. MS. angle base plate shall be properly fixed on existing compound wall by grouting 450 mm in c.c. 1:1.5:3 at compound wall top including shuttering etc. or by using anchor fasters as per site requirement and instruction of Bank's engineer. Additional support, of 50x50x6mm MS. angle to required panels by grouting at ground level with all the necessary civil work such as make pocket (0.5x0.5x0.5 approx. at ground, c.c. 1:1.5:3 with hold fast at bottom and		

wire weighing 12.3 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. Payment is to be made per metre for the total length of barbed wire used. The rate shall include the necessary scaffolding, as well as the removal and reinstallation of the existing view cutter using new bolts, screws, clamps, etc., as directed by Bank's Engineer  7 EXTERNAL PAINTING	800	Sqm
Removing old, damaged barbed wire and providing and fixing new twisted G.I barbed wire Fencing with angle iron posts placed at the required distance (0.2 m spacing should be maintained between two adjacent wires) embedded in cement concrete blocks, every of barbed		
6 Removing old, damaged barbed wire and providing and fixing new G.I barbed wire.	150	Rmt
Providing and laying in position required thickness plain cement concrete (PCC), excluding the reinforcement in the proportion 1:1.5:3 (1 cement: 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size) over the compacted surface in required manner. The rate shall include dismantling & disposing of old damaged concrete, pumping concrete to the laying, curing, and carriage site for all leads; lift height centring, shuttering, and finishing are necessary, such as scaffolding, etc. at the base of compound wall & wherever required as directed by Bank's Engineer.		
additional horizontal support from wall/ MS frame. The steel shall be of ISI marked approved make Tata, Jindal or equivalent/approved by Bank's engineer etc. Providing and applying two or more coats of 1st quality synthetic enamel paint over a coat of zinc chromate primer. The rate shall also incl. labours, tools, plants, lead, lift, scaffolding, transport, safety devices etc. as required, electrodes to the extent required for welding etc. complete.  Note: Plain cement concrete (PCC) and Brickwork will be measured separately in items 5 & 2, respectively.  Plain Cement Concrete (PCC 1:1.5:3)	2.00	Cum

8 Synthetic Enamel Paint on Metal Fencing Grills /wood surfaces	250	Sqm
Note: The rate shall include the necessary scaffolding, as well as the removal and reinstallation of the existing view cutter using new bolts, screws, clamps, etc. as required.		
Providing and applying two or more coats of decorative exterior variety 100% elastomeric paint in combination of two or more shades in lighter and darker shades as approved over the base coat all as per the manufacturer's specifications etc. Completely done in workmanlike manner and as per manufacturer's specifications and as per the instructions of Bank's engineer		
c) Two or more coats of decorative external 100% elastomeric variety paint in top coat		
Providing and applying a priming or base coat of specific waterproof variety of approved brand over the prepared surface all as per the manufacturer's specifications.		
<ul><li>iii) Sealing the cracks which are more than 5 mm and also all the separation gaps of window jambs lining of granite &amp; plastered surface with approved make mortar.</li><li>b) Priming / base waterproofing coat</li></ul>		
i)Thoroughly cleaning the exposed surface with water.  ii) Treating all the surface cracks by opening the same in "V" groove shape by mechanical means. Providing and filling the cracks up to 5 mm width with approved make acrylic base crack filler.		
a) Surface Preparation		
Providing and applying 2 or more coats of 100 % Acrylic emulsion elastomeric (stretchable) external variety decorative paint over a coat of a waterproofing priming/base coat of approved make out of the given brands and varieties of paint in combination of 1 primer coat and 2 or more coats waterproof decorative paint all as per the technical specifications of manufacturer and following general activities all as per the directions and instructions of Bank's Engineer:(on both inside/outside of compound wall).		

	Providing and applying two or more coats of 1st quality synthetic enamel paint of glossy finish and approved manufacture and shade over a coat of, metal primer ,wood primer, including scrapping the existing surface, applying putty all over sand papering the surface to make it smooth etc to metal grills, angles, fencing etc. all complete as directed by Bank's Engineer. The rate shall include the necessary scaffolding, as well as the removal and reinstallation of the existing view cutter using new bolts, screws, clamps, etc. as required as directed by Bank's Engineer.		
9	Concertina coil	200	Rmt
	Providing and fixing concertina coil fencing with punched tape concertina coil 450mm dia., 8 meter openable length with make of TATA, JINDAL, etc. having 50 nos. rounds per 8 meter length, spring core wire fixing the same with U-shaped m.s. angle including painting and primer placed apart with four horizontal concertina wire with sharp blades of wire (to be fixed on m.s. U-shape bracket on fencing) stud tied with G.I. staples and G.I. clips etc. hardware to retain horizontal all complete as directed by Bank's Engineer		
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10	Rebate for Taking out scrap material for item no 4 & 6	1	- Job/LS
10		1	- Job/LS
10	Rebate for taking away entire dismantled old chain link fencing panels with M. S. angle, concertina coil, barbed wires etc. The scope of the item inclusive of carefully dismantling and removing the existing fencing along with vertical support of M.S. angle (keeping lap length for taking support to new fencing, if required) over the compound wall, shifting and stacking the same as directed including rebate for taking away old material, making good damages done to compound wall while removing etc. complete as directed by the Bank's	200	- Job/LS

Note -Rate shall be inclusive of the scaffolding up to 6-meter height for all work, no extra claims will be entrained for that.	
Add SGST (9%)	ı
Add CGST (9%)	

Place:	
	Signature of contractor with
seal.	
Date:	