



भारतीय रिज़र्व बैंक
संपदा विभाग, चंडीगढ़

ई-निविदा सूचना

भारतीय रिज़र्व बैंक, चंडीगढ़ की सेक्टर 16ए की आवासीय इमारतों की बाहरी सतह की सामान्य मरम्मत और री-पेंटिंग (General Repair & Re-Painting)

“भारतीय रिज़र्व बैंक, चंडीगढ़ की सेक्टर 16ए की आवासीय इमारतों की बाहरी सतह की सामान्य मरम्मत और री-पेंटिंग (General Repair & Re-Painting)” के लिए भारतीय रिज़र्व बैंक, चंडीगढ़ पात्र और इच्छुक फर्मों से ई-निविदाएं आमंत्रित करता है। कार्य की अनुमानित लागत ₹7,00,000/- मात्र (जी. एस. टी. सहित) है।

2. यह एक सीमित निविदा है। केवल वे फर्म जो संपदा विभाग, भारतीय रिज़र्व बैंक, चंडीगढ़ में Civil Repair Works (Trade No. 2) में ₹5.00 लाख से अधिक के कार्यों के लिए सूचीबद्ध हैं (Category III, IV and V), ई-निविदा प्रक्रिया में भाग ले सकेंगी। निविदा दस्तावेज वेबसाइट www.rbi.org.in पर डाउनलोड के लिए उपलब्ध है।

3. निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। निविदा के भाग-I में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिन पर निविदाकर्ता को सहमत होना होगा। ई-निविदा के भाग-II में बैंक की मात्राओं की अनुसूची निर्धारित की गयी है और निविदाकर्ता द्वारा मूल्य बोली ऑनलाइन प्रस्तुत की जाएगी।

4. पात्रता मानदंड को पूरा करने वाली फर्मों और कार्य के आवंटन के लिए विचार किए जाने की इच्छुक निविदाकर्ता को **13 दिसंबर 2023 को पूर्वाह्न 11:00 बजे तक** या उससे पहले सभी आवश्यक दस्तावेजों को <https://www.mstcecommerce.com/eproc/> पर अपलोड करना होगा।

5. निविदा के भाग-I को **13 दिसंबर 2023 को अपराह्न 03:00 बजे** MSTC Portal पर खोला जायेगा। निविदा की समय-सारणी निम्न अनुसार है:

क	ई-निविदा सं.	RBI/Chandigarh Regional Office/Estate/5/23-24/ET/186
ख	निविदा प्रणाली	ई-प्रापण प्रणाली (ऑनलाइन https://www.mstcecommerce.com/eproc/ पर भाग-I तकनीकी-वाणिज्यिक बोली तथा भाग-II मूल्य बोली)
ग	अनुमानित लागत	₹7,00,000/- (रुपए सात लाख मात्र) (जी. एस. टी. सहित)

घ	निविदा दस्तावेज़ बैंक की वेबसाइट से डाउनलोड करने की प्रारम्भिक तिथि	09 नवंबर 2023 को साँय 05:00 बजे से
ङ	https://www.mstcecommerce.com/eproc/ पर ई-निविदा (ऑनलाइट तकनीकी-वाणिज्यिक बोली और मूल्य बोली) प्रारंभ होने की तारीख	09 नवंबर 2023 को साँय 05:00 बजे से
च	बोली पूर्व बैठक की तिथि एवं समय	29 नवंबर 2023 को पूर्वाह्न 11:00 बजे स्थान: संपदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़
छ	ई-निविदा (तकनीकी-वाणिज्यिक बोली एवं मूल्य बोली) बंद होने की तारीख	13 दिसंबर 2023 को पूर्वाह्न 11:00 बजे तक
ज	i. ई-निविदा का भाग I (अर्थात तकनीकी-वाणिज्यिक बोली (खोलने की तारीख ii. भाग II - मूल्य बोली (खोलने की तिथि - अलग से सूचित की जाएगी)	13 दिसंबर 2023 को अपराह्न 03:00 बजे यदि बोलीदाताओं द्वारा कोई विचलन प्रस्तुत नहीं किया गया तो भाग II उसी दिन खोला जाएगा। अन्यथा भाग II किसी अन्य तिथि पर खोला जाएगा जिसकी सूचना बोलीदाताओं को ईमेल के माध्यम से दी जाएगी।
झ	अंतरण फीस	अंतरण फीस का भुगतान एमएसटीसी भुगतान गेटवे / एनईएफटी माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जाएगा।



भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
चंडीगढ़ / Chandigarh

भारतीय रिज़र्व बैंक, चंडीगढ़ की सेक्टर 16ए की आवासीय इमारतों की बाहरी सतह की सामान्य मरम्मत और री-पेंटिंग (General Repair & Re-Painting)

हेतु ई-निविदा

Tender for
General Repairs and Repainting of External surface of the Bank's Residential Buildings,
Sector 16A, Chandigarh

RBI/Chandigarh/Estate/05/23-24/ET/186

भाग -I तकनीकी-वाणिज्यिक बोली
Part-I (Techno-Commercial Bid)

बोलीदाता का नाम :

पता:

दूरभाष सं:

ई-मेल:

बोली पूर्व बैठक की तिथि, समय एवं स्थान:	29 नवंबर 2023 को पूर्वाह्न 11:00 बजे स्थान :सम्पदा विभाग, तृतीय ताल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, चंडीगढ़, सेंट्रल विस्टा, सेक्टर – 17, चंडीगढ़
बोली प्रस्तुत करने की अंतिम तिथि:	13 दिसंबर 2023 को पूर्वाह्न 11:00 बजे तक

DISCLAIMER

भारतीय रिज़र्व बैंक, सम्पदा विभाग, चंडीगढ़ ने इच्छुक पक्षों को कार्य की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। जबकि भारतीय रिज़र्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सटीक मानते हैं, न तो भारतीय रिज़र्व बैंक और न ही इसके किसी भी प्राधिकरण या एजेंसियों और न ही उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों में से कोई भी इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता के संबंध में कोई वारंटी या नुमाइंदगी, व्यक्त या निहित प्रदान करता है।

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

इस दस्तावेज़ का प्रयोजन सम्पूर्ण जानकारी प्रदान करने का नहीं है। इच्छुक पार्टियों से अपनी स्वयं की पूछताछ करना अपेक्षित है। इस ई-निविदा के प्रत्यर्थी को अपनी स्वयं की पूछताछ करने की आवश्यकता है और उन्हें केवल खाली ई-निविदा दस्तावेज़ों / फार्मों में निहित जानकारी पर भरोसा नहीं करना चाहिए। यदि उत्तरदाताओं द्वारा सम्यक उद्यम का पालन नहीं किया जाता है तो भारतीय रिज़र्व बैंक ज़िम्मेदार नहीं होगा।

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

यह जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकरण या एजेंसियों या उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों पर बाध्यकारी नहीं है।

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

भारतीय रिज़र्व बैंक परियोजना के साथ आगे बढ़ने या परियोजना के विन्यास को बदलने, इस दस्तावेज़ में परिलक्षित समय सारिणी को बदलने या लागू होने वाली प्रक्रिया को बदलने का अधिकार सुरक्षित रखता है। यह रुचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने

से इनकार करने का अधिकार भी सुरक्षित रखता है। रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति का भुगतान नहीं किया जाएगा।

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

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**भारतीय रिज़र्व बैंक
संपदा विभाग, चंडीगढ़**

ई-निविदा सूचना

भारतीय रिज़र्व बैंक, चंडीगढ़ की सेक्टर 16ए की आवासीय इमारतों की बाहरी सतह की सामान्य मरम्मत और री-पेंटिंग (General Repair & Re-Painting)

“भारतीय रिज़र्व बैंक, चंडीगढ़ की सेक्टर 16ए की आवासीय इमारतों की बाहरी सतह की सामान्य मरम्मत और री-पेंटिंग (General Repair & Re-Painting)” के लिए भारतीय रिज़र्व बैंक, चंडीगढ़ पात्र और इच्छुक फर्मों से ई-निविदाएं आमंत्रित करता है। कार्य की अनुमानित लागत ₹7,00,000/- मात्र (जी. एस. टी. सहित) है।

2. यह एक सीमित निविदा है। केवल वे फर्म जो संपदा विभाग, भारतीय रिज़र्व बैंक, चंडीगढ़ में Civil Repair Works (Trade no. 2) में ₹5.00 लाख से अधिक के कार्यों के लिए सूचीबद्ध हैं (Category III, IV and V), ई-निविदा प्रक्रिया में भाग ले सकेंगी। निविदा दस्तावेज वेबसाइट www.rbi.org.in पर डाउनलोड के लिए उपलब्ध है।

3. निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। निविदा के भाग- I में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिन पर निविदाकर्ता को सहमत होना होगा। ई-निविदा के भाग-II में बैंक की मात्राओं की अनुसूची निर्धारित की गयी है और निविदाकर्ता द्वारा मूल्य बोली ऑनलाइन प्रस्तुत की जाएगी।

4. पात्रता मानदंड को पूरा करने वाली फर्मों और कार्य के आवंटन के लिए विचार किए जाने की इच्छुक निविदाकर्ता को **13 दिसंबर 2023 को पूर्वाह्न 11:00 बजे तक** या उससे पहले सभी आवश्यक दस्तावेजों को <https://www.mstcecommerce.com/eproc/> पर अपलोड करना होगा।

5. निविदा के भाग-I को **13 दिसंबर 2023 को अपराह्न 03:00 बजे** MSTC Portal पर खोला जायेगा। निविदा की समय-सारणी निम्न अनुसार है:

क	ई-निविदा सं.	RBI/Chandigarh Regional Office/Estate/5/23-24/ET/186
ख	निविदा प्रणाली	ई-प्रापण प्रणाली (ऑनलाइन https://www.mstcecommerce.com/eproc/ पर भाग- I तकनीकी-वाणिज्यिक बोली तथा भाग-II मूल्य बोली)
ग	अनुमानित लागत	₹7,00,000/- (रुपए सात लाख मात्र) (जी. एस. टी. सहित)
घ	निविदा दस्तावेज़ बैंक की वेबसाइट से डाउनलोड करने की प्रारम्भिक तिथि	09 नवंबर 2023 को साँय 05:00 बजे से

ड	https://www.mstcecommerc e.com/eproc/ पर ई-निविदा (ऑनलाइट तकनीकी-वाणिज्यिक बोली और मूल्य बोली) प्रारंभ होने की तारीख	09 नवंबर 2023 को साँय 05:00 बजे से
च	बोली पूर्व बैठक की तिथि एवं समय	29 नवंबर 2023 को पूर्वाह्न 11:00 बजे स्थान: संपदा विभाग, तृतीय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़
छ	ई-निविदा (तकनीकी-वाणिज्यिक बोली एवं मूल्य बोली) बंद होने की तारीख	13 दिसंबर 2023 को पूर्वाह्न 11:00 बजे तक
ज	i. ई-निविदा का भाग I (अर्थात तकनीकी-वाणिज्यिक बोली) खोलने की तारीख ii. भाग II - मूल्य बोली (खोलने की तिथि- अलग से सूचित की जाएगी)	13 दिसंबर 2023 को अपराह्न 03:00 बजे यदि बोलीदाताओं द्वारा कोई विचलन प्रस्तुत नहीं किया गया तो भाग II उसी दिन खोला जाएगा। अन्यथा भाग II किसी अन्य तिथि पर खोला जाएगा जिसकी सूचना बोलीदाताओं को ईमेल के माध्यम से दी जाएगी।
झ	अंतरण फीस	अंतरण फीस का भुगतान एमएसटीसी भुगतान गेटवे / एनईएफटी माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जाएगा।



**भारतीय रिज़र्व बैंक
संपदा विभाग, चंडीगढ़**

E-Tender Notice

**General Repairs and Repainting of External surface of the Bank's Residential Buildings,
Sector 16A, Chandigarh**

Reserve Bank of India, Chandigarh (the Bank) invites e-Tender from eligible and willing firms for undertaking "General Repairs and Repainting of External surface of the Bank's Residential Buildings, Sector 16A, Chandigarh". The work is estimated to cost ₹7.00 lakh (including GST).

2. It is a limited e-tender. Only those firms which are empaneled in Estate Department, Reserve Bank of India, Chandigarh in Civil Repair Works (Trade No. 2) for more than ₹5.00 Lakh (Category III, IV and V) are eligible to take part in the tender process. The tender document is available on the Bank's website www.rbi.org.in for download.

3. Tender shall be submitted online in two parts. Part-1 of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the tenderers. Part-II of the tender will contain the Bank's schedule of quantities and tenderer's price bid to be submitted online.

4. The firms fulfilling the eligibility criteria and desirous of being considered for award of the work shall upload all the required documents at <https://www.mstcecommerce.com/eproc/> on or before **December 13, 2023 till 11:00 AM.**

5. Part-I of the e-tender will be opened on **December 13, 2023 at 03:00 PM** on MSTC website. The timeline of the tender is as follows:

A	E-Tender No.	RBI/Chandigarh/Estate/05/23-24/ET/186
B	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through MSTC Portal https://www.mstcecommerce.com/eproc/)
C	Estimated Cost	₹7,00,000/- (Rupees Seven Lakh Only) (Including GST)
D	Date of availability of Tender Document for download on MSTC portal	November 09, 2023 from 05:00 PM onwards
E	<u>Starting date of e-Tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at</u> https://www.mstcecommerce.com/eproc	November 09, 2023 from 05:00 PM onwards
F	<u>Date and time of pre bid meeting</u>	November 29, 2023 at 11:00 AM Venue: Estate Department, 3rd Floor, Main Office Building, Reserve Bank of India, Central Vista, Sector-17, Chandigarh
G	<u>Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid</u>	December 13, 2023 at 11:00 AM

H	a. Date and Time of opening of Part-I (Techno-Commercial Bid) Date of opening of Part II (Price Bid)	December 13, 2023 at 03:00 PM Part II will be opened on same day if no deviation is submitted by bidders. Otherwise, the Part II will be opened on any other date which will be communicated to bidders through email.
I	Transaction fee	Payment of transaction fee through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
CHANDIGARH**

**NOTICE INVITING TENDER (NIT)
(Only through e-procurement)**

SCHEDULE OF TENDER (SOT)

a.	e-Tender No.	RBI/Chandigarh/Estate/05/23-24/ET/186
b.	Name of the work	General Repairs and Repainting of External surface of the Bank's Residential Buildings, Sector 16A, Chandigarh.
c.	Mode of Tender	e-Procurement System Online (Part I – Techno- Commercial Bid and Part II - Financial Bid through) https://www.mstcecommerce.com/eproc/
d.	Date of NIT available to the parties to download	November 09, 2023 from 05:00 PM onwards
e.	Date and venue of pre-bid meeting (offline)	November 29, 2023 at 11:00 AM Venue: Estate Department, 3rd Floor, Main Office Building, Reserve Bank of India, Central Vista, Sector-17, Chandigarh
f.	Uploading the outcome of Pre-bid meeting on to RBI website in the form of addendum, corrigendum, etc.	Till November 30, 2023
g.	Estimated cost of work	₹7,00,000/- (Rupees Seven Lakh only)
h.	Earnest Money Deposit	EMD @ 2% of the total contract amount as specified in the tender will be collected from the successful bidder. Note: Kindly mention your name/ company name in the NEFT Transaction remarks.
i.	Bidding start date of Techno-Commercial Bid and Financial Bid at https://www.mstcecommerce.com/eproc	November 09, 2023 from 05:00 PM onwards

j.	Date of closing of online e-Tender for submission of Techno- Commercial Bid & Financial Bid	December 13, 2023 at 11:00 AM
k.	Date & time of opening of Part-I (i.e. Techno- Commercial Bid)	December 13, 2023 at 03:00 PM
l.	Date & Time of opening of Part- II (Financial Bid)	If no deviation is observed in the tender submitted by the bidder then Part II i.e., Financial Bid will opened on the same day, else, the Financial Bid will be opened on a later date, intimation of which will be given to the bidders via email later
m.	Transaction fee	Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.
n.	Tender fees for download from portal	Nil

Regional Director
Reserve Bank of India
Chandigarh

Form of E-Tender

To,
Regional Director
Reserve Bank of India,
Estate Department,
Chandigarh

Madam / Dear Sir,

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

MEMORANDUM

(a)	Name of work	:	General Repairs and Repainting of External surface of Bank's Residential Buildings, Sector 16A, Chandigarh
(b)	Estimated cost of the work	:	₹7,00,000/- (Rupees Seven Lakh only)
(c)	Earnest Money Deposit(EMD)	:	EMD @ 2% of the total contract amount as specified in the tender will be collected from the successful bidder only.
(e)	Time allowed for completion of the work from the 14 th day of written order to commence the work	:	60 Days.

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

3. Our bankers are (full address)

(i)	
(ii)	

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The names of partners of our firm are:

(i)	
(ii)	

Name of the partner of the firm authorized to sign	
OR	
Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney should be attached)	

Yours faithfully,

(Signature of Contractor with stamp)

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

General Instructions to Contractors and General Terms & Conditions

Reserve Bank of India, Estate Department, Chandigarh invites e-tenders on www.mstcecommerce.com/eproc/ in two parts from its empaneled contractors in Civil subcategory 2, i.e., for the work costing above ₹5.00 Lakh to ₹50.00 Lakh for Civil Repair Work. Empaneled contractors needed to submit a Part I (Techno-commercial bid) and Part II (Financial bid) on the mentioned portal.

a) E-tender Document:

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

b) Obtaining of E-tender documents:

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

iii) Pre-bid Meeting:

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

iv) Amendment to E-tender Document:

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

v) Preparation of Tender:

1) Part I / Techno – Commercial bid:

- i) All Sections and Annexures are the part of Technical – Commercial bid. All the sections and annexures must be signed by the Tenderers.
- ii) Tenderer must fill all the details specified in different section and attach the leaflet /necessary documents/brochure of product etc.
- iii) Tenderers must submit all documents for prequalification criteria and other documents as stated in the tender by uploading scanned copy of all documents on www.mstcecommerce.com/eproc/.

2) Part II / Financial Bid:

Currency of Bid: Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, uniforms of worker, Contract Labour Act, all other logistic as mentioned in the tender, all taxes **(inclusive of GST)**, charges, levies, cess, insurance, transportation, entry taxes, labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. **as applicable from time to time as per rules.**

The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.

The tenderer should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II / Financial Bid, no clarifications whatsoever shall be entertained by the RBI.

The e-tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the e-tender may be rejected by the Bank.

It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Tenderers.

c) Period of Validity of Bids

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

d) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.

e) EMD @ 2% of the total contract amount as specified in the tender will be collected from the successful bidder only. The successful bidder needs to submit EMD of 2% of the total contract amount through NEFT/ Net banking only (to A/c No. 186003001, IFSC- RBIS0CGPA01 of Reserve Bank of India, Chandigarh).

{Intimate / forward the transaction details to estatecharo@rbi.org.in}. If bidder fails to submit the EMD, tender may be cancelled and the firm may be delisted from further tendering process. EMD should be interest free.

f) Security Deposit:

Retention Money of 5% of contract amount (including GST, interest free) will be deducted from all the bills including running and final bill i.e. 5% from each bill and same will be returned after completion of one year of defect liability period (DLP). All defect will be rectified free of cost during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit account

g) The Security Deposit/EMD shall be paid by the tenderer to the Reserve Bank of India, Chandigarh as security for due fulfilment of the contract. No interest shall be paid on the said deposits. The Bank reserves the right to forfeit the deposit if the successful bidder fails to execute the contract. The Security Deposit / EMD shall be forfeited in the following circumstances:

1. Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or

2. The tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force; or

3. In case of the successful tenderer, if he fails to complete the work within the prescribed time limit.

h) On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall sign an agreement within 14 days in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

(i) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money / security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

(j) Procedure for Submission of Bids

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

(1) Techno – Commercial Bid / Part I consist of following items

i. Part- I / Techno – Commercial Bid (all sections and annexes). Please note that prices should not be indicated in Part- I / Techno – Commercial Bid. Techno-Commercial bid may be submitted on www.mstcecommerce.com/eproc/.

(2) Part II / Financial Bid

I) Part II / Financial Bid may be submitted on www.mstcecommerce.com/eproc/

II) No conditional / optional quote shall be accepted.

III) Tenderers shall not be permitted to alter or modify their bids after receipt of their bids.

IV) Those who have downloaded the tender are required to submit the eligibility criteria, if any.

(3) Receipt of E-Tenders

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

any circumstances.

(4) Opening of Part I

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

(5) Opening of Part I and Part II (Financial Bid)

The financial bid may be opened along with the technical bid on the date scheduled for opening of technical bid.

(6) Scrutiny of Part II (Financial Bid)

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

(k) The Bank has the right to vary quantities at the time of placing Order / signing of Contract / during execution of the work.

(l) The Bank's right to accept any Bid and to reject any or all Bids

(A) Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected tenderer or tenderers. The Bank shall not assign any reason for rejection of any or all Bids.

(B) RBI reserves the right to cancel / annul the selection process, at any stage prior to the award of the Contract on account of the following:

- i. In case no Bid is received.
- ii. Occurrence of any event due to which it is not possible to proceed with the selection process.
- iii. An evidence of a possible collaboration / mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
- iv. On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- v. The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (i) to (iv) above.
- vi. The Bank discourages the stipulation of any additional conditions by the tenderer.

(m) The Contractor shall not assign the Contract or any part thereof: He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor

rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor.

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

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

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

(q) The rates quoted in the tender shall include all charges for double scaffolding (if required), centering hire for any tool and plants, shade for materials, marking out and clearing of site, watering, as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates GST, sales tax, excise duty, VAT, octroi, sales tax on works contract and any other tax and duty or other levy levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST, sales tax, excise duty, octroi or other tax, duty or levy whether existing or future, shall be entertained by the Employer.

The work shall be carried out in such a manner that there shall be minimum disruption to Bank premises and its working. A program shall be drawn in consultation with the Banks Engineer for this purpose.

(r) The Contractor should note that unless otherwise stated the e-tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account. The contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the schedule of quantities during the course of the work and shall only carry out the same on written approval from the Bank's Engineer.

(s) Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within the specified period, he shall be liable to pay Liquidated damages as defined in Clause 27 (Section D) of the conditions of contract. The tenderer shall before commencing the work, prepare a detailed work program which shall be approved by the Employer.

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

(u) The successful tenderer is bound to carry out all items of work necessary for the completion of the job even though these items are not included in the quantities and rates. The Employer will issue schedule of instructions in respect of such additional items and their quantities in writing.

(v) The successful tenderer must cooperate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

(w) The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.

(x) The successful tenderer should make with his own arrangements to obtain all materials required for the work.

(y) The Contractor shall strictly comply with the provision of safety code annexed hereto. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

(z) Income Tax, service tax, Trade taxes, GST or other tax shall be deducted as applicable from time to time.

(aa) The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers

employed for the job is twenty or more, it is the sole responsibility of the contractor to obtain the license from the Regional Labour Commissioner, maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.

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

(cc) The work not executed as per the tender specifications or up-to the satisfaction of the Bank, the same will not be considered as work completed and no claims will be entertained for payment until the same is corrected/rectified within the specified time duration at the contractor's cost.

(dd) The contractor shall get all the material approved by the Bank before using the same at site or placing order. Work executed by using non-approved materials will not be considered for payment and the contractor shall re-execute the work with approved makes and no compensation shall be granted for the same.

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

Signature of tenderer: _____

Address: _____

Place: _____

The Conditions Hereinbefore Referred To

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

a) "Employer"	Shall mean the Reserve Bank of India and shall include its assignee and successors.
b) In the case of company	"Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
c) "Site"	Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
d) "This Contract"	Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
e) "Notice in writing"	Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
f) "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the e-tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the e-tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the e-tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
h) "The works"	Shall mean General Repairs and Repainting of External surface of the Bank's Residential Buildings, Sector 16A, Chandigarh

2) Scope of Contract: The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction

of the Bank. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

- i) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- ii) Any discrepancy in the drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- iii) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material thereof.
- iv) The removal and/or re-execution of any works executed by the contractor.
- v) The dismissal from the works of any persons employed thereupon. The opening up for inspections of any work covered up.
- vi) The amending and making good of any defects under clause 19 hereof.

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

The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary e-tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3) The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor on the signing hereof shall be furnished free of cost one copy of each of the said Drawings and of specifications and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and 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.

4) The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed. The contractor is advised to take the measurement of executed quantities at site and report to the Bank's Engineer.

5) Authorities, notices and patents: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 13 hereof. The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or 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 Employer.

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

6) Setting out of work: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

7) Materials and workmanship to conform to description: All materials and workmanship shall so far as procurable be of the respective kinds described in the list of materials, Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for samples of the material for approval and /or carry out any test of any materials.

8) Contractor's superintendence and representative on the works: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

9) Dismissal of workmen: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the

opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

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

11) Assistant Manager (Tech.) / Manager (Tech.): The term "Assistant Manager (Tech.)/ Manager (Tech.)" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (Tech.)/ Manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech.)/ Manager (Tech.) or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.)/ Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

12) Assignment and Subletting: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and such undertaking shall not relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

13) No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extra alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

14) Schedule of Quantities: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15) Sufficiency of Schedule of Quantities: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

16) Measurement of works: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

The Contractor or his Agent may at the time of measurement take such notes and measurement as he may require.

All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

17) Prices for extra: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing. No claim for an extra shall be allowed unless it shall have been executed under provisions of clause v hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions:

- (i) The net rates or prices in the original e-tender shall determine the valuation of the extra work where such extra work in similar character and executed under condition as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (iii) The net prices of the original e-tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (iv) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any

remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or e-tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

(v) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the e-tender or the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

18) Price adjustment for basic rate of material:

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

Adjustment in rates in case of difference in Basic price of material

If there is difference in Basic price of material, the quoted rates for item including fixing / installation / laying etc. of that items, will be adjusted as below - For each ₹1.00 (One rupee) variation in basic rates of per unit of that material, there will be ₹1.357 (Multiplying factor) for adjustment in the rates.

Revised rates =

Rates quoted in the tender + (Actual basic rate of approved material – basic rates mentioned in the tender) X CPOH @ 15% X GST @ 18 %

Note:

- CPOH @ 15 % is the 15 % of the difference in basic prices of material
- GST @ 18 % is the 18% of the difference in basic prices of material
- Necessary documents for verification of the rates need to be supplied before commencement of work at site.

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

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

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

21) Defects after virtual completion: Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause and clause 2 hereof. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.

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

23) Nominated Sub-Contractor: All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may

be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors. No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Bank's Engineer and the Contractor shall otherwise agree) who will not enter into contract providing. That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract. That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force. Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

24) Other persons employed by Employer: The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

25) Insurance in respect of damage to person and property:

i. The CONTRACTOR shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the CONTRACTOR or any SUB- CONTRACTOR or any nominated SUB - CONTRACTOR or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The CONTRACTOR shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The CONTRACTOR shall indemnify and keep indemnified the BANK and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The CONTRACTOR shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the BANK, an **All Risks Policy** for Insurance for the full amount of the

contract including earth quake risk in the joint names of the BANK and the CONTRACTOR (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for CONTRACTOR and deposit such policy or policies with the BANK before commencing the works.

- ii. 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.
- iii. The CONTRACTOR shall also indemnify and keep indemnified the BANK against all claims which may be made against the BANK by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the BANK a policy of Insurance in the joint names of the BANK and the CONTRACTOR (**name of the former being placed first in the policy**) against such risks and **deposit such policy or policies before commencement of the works**.
- iv. The minimum limit of the coverage under the policy shall be ₹2.00 Lakh per person for any one accident or occurrence and ₹5.00 Lakh in respect of damage to property for any one accident or occurrence. The CONTRACTOR shall also indemnify the BANK against all claims which may be made upon the BANK, whether under the Workmen Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the CONTRACTOR or SUB -CONTRACTOR and shall be at his own expense, effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the BANK a policy of Insurance against such risks and deposit such policy or policies with the BANK from time to time during the currency of this contract.
- v. In default of the CONTRACTOR insuring as provided above, the BANK may so insure and may deduct the premiums paid from any money due or which may become due to the CONTRACTOR.
- vi. 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.
- vii. The CONTRACTOR shall also indemnify and keep indemnified the BANK against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.
- viii. 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 by the CONTRACTOR under this clause.
- ix. The CONTRACTOR shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the CONTRACTOR and the CONTRACTOR shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

- x. The CONTRACTOR, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the BANK may deem fit, but shall, however, not be entitled to reimbursement by the BANK of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.
- xi. Without prejudice to his liability under this clause, the CONTRACTOR shall also cause all nominated SUB-CONTRACTORS to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the BANK such policies. The CONTRACTOR shall not permit a nominated SUB-CONTRACTOR to commence work at the site unless said insurance policies are submitted. In the event of failure, of the SUB -CONTRACTOR to take out such policy or policies of insurance before commencing the works at the site, the CONTRACTOR shall be responsible for any claim or damage attributable to the said SUB-CONTRACTOR.

These policies shall be valid till the completion of the work and shall be submitted prior to obtaining any permission to work at site.

The vendor(s) need to extend the period of validity of all type of insurance up to extended time in case any extension of time for completion of work is granted by the Bank. Bank will not pay any charges for extending the validity of all type of insurance for such extended period.

26) Date of commencement and completion: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

27) Damages for non-completion: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time, under Clause "27" here, the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any moneys due to the Contractor. The recovery of Liquidated Damages shall be quantum of liquidated damages per week (or part thereof) shall be 0.25% of the gross amount payable and subject to a maximum 10% of the gross amount payable.

28) Delay and extension of time: If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building

trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (l) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

29) Contractor's failure to comply with Employers instruction: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

30) Termination of Contract by the Employer: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Bank that he is able to carry out and fulfil the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors. Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

A) Has abandoned the Contract, or has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or

B) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

C) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or

D) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the

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

31) Termination of Contract by Contractor: If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any court of the Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

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

32) Certificates and Payments: The Contractor shall be paid by the Employer from time to time by instalments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the instalments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with

the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "instalment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 2 and 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

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

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

33) The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clause 2(a), 2(b), 4, 7, 12, 19 & 29 hereof (which matters are herein referred to as the expected matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

34) Settlement of disputes by Arbitration: All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the expected matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied on a matter, question of dispute of any kind except any of the excepted matters then and in any such case either party (the Employer or the Contractor any such case either party (the Employer or the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring the matters in dispute be arbitrated upon such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no order shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden or reference appoint an Umpire.

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

The Arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

Upon every of any such reference, the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be who may determine the amount thereof or direct the same to be taxed as between attorney and client or as between 1st party and 2nd party and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act (latest amendment) or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding parties. It is agreed that the contractor shall not delay the carrying out of the works by reasons of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank and no Award of the Arbitrator or Arbitrators, as the case may be shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the Contract.

35) Right of technical scrutiny of final bill

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

36) Employer entitled to cover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer

shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

37) Abandonment of works

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

38) Return of surplus materials

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

39) Right of employer to terminate contract in the event of death of Contractor or individual

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

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

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

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

- 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.
- any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- Any collusion, bid rigging or any competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- improper use of information provided by the procuring entity to the bidders with an intent to gain unfair advantage in the procurement process or for personal gain.
- 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.
- any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- obstruction of any investigation or auditing of a procurement process.
- making false declaration or providing false information for participation in a tender process or to secure a contract.
- Failed to disclose conflict of interest.
- Failed to disclose any previous transgressions made in respect of the provisions of sub-clause 3.12.1 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.

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

41.3 If the bidders have been convicted of an offence –

(a) under the Prevention of Corruption Act, 1988: or

(b) the India Penal Code or any other law for the time being in force, for causing nay loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Place:

Signature of the tenderer

Date:

Address:

SPECIAL CONDITIONS OF THE CONTRACT

1. Defect liability period of the work is one years from the date of virtual completion of work.
2. The tenderer is advised to inspect the proposed site of work to understand the scope of work. The rates shall be quoted considering the site conditions/Undulations of the surface /curvature of the building and other factors. Any claim regarding the variation of the quantity of item / sub item of the work due to non-consideration of the above factors will not be entertained and will be rejected.
3. Area under consideration for work will be handed over to the successful bidder only for said work. Contractor should get the approval of the brand of material before start of work. Contractor is advised to use Masking tape for covering of plumbing, carpentry and electrical fittings prior of cleaning/coating/painting work. Masking tape is also required to be use at the border line between two different type/shade/texture/specifications of paint or coat and between new paint/coat and old paint where no painting work is proposed or not in scope of this contract. Cleaning/coating work may be started only after getting the covering/masking checked by Bank's Engineer. Extreme care should be taken to see that the existing structures/fittings/finishes of the windows or roof area or nearby area are not damaged/ defaced. Any damages caused during the execution of the work shall be made good at the cost and responsibility of the contractor.
4. Extreme care has to be taken during the painting of the nearby area. There should not be any traces/stains of the paint/primer on any of the fitting/mesh/wooden frame/fitting of door. Care should also be taken for coating of parapet area as beneath to parapet, there are windows of the lower floor and there should not be any paint/coating stains on the lower floor/ outer wall and on any goods kept on the parapet/in balcony such as AC outdoor unit etc. This work should be carried out with the co-ordination with caretaker. Vendor need to inform the caretaker to ensure that all to goods kept in the vicinity of the work site have been removed. If any of the fitting gets faded or stains due to paint/coating or related work, contractor need to replace them with same specification or same rate without any charges.
5. All the material should strictly be of approved make and as per the technical specifications.
6. Cleaning/housekeeping of site (specially staircase lobby) on daily basis is mandatory. Deduction of Rs 500/- (per instance) (Inclusive of GST) will be made from RA and Final bill if cleaning/housekeeping of site is not done on daily basis, at the end of Office Hours.
7. Vendors need to submit/execute sample of work for each item of work for approval regarding the Desired result, basic price, specifications, shade/color of each of the item before procurement and execution of work.
8. Dismantled debris should not be thrown from the terrace/or scaffolding. Disposal of dismantled debris should be done after packing and lowering down via rope or if possible via staircase and daily cleaning of the staircase/working site is the responsibility of the vendor.

9. Strict compliance of consumption of material as per the manufacturer's recommendation and/or surface condition is to be ensured by the vendor. Vendor has to measure the area on which coating/painting work has to be done and procure the cleaning chemical/Water repellant coating/ Primer/Paint/Other chemical material for the entire area in one go. In case of non-availability of material for the entire area, Contractor should submit in writing and get written approval from the Bank to procure the material in lots.
10. cleaning chemical/Water repellant coating/ Primer/Paint/Other chemical material are to be used within the specified period as mentioned in the Technical Data Sheet provided by the manufacturer.
11. If the number of coats completed in lesser consumption as specified by manufacturer, even then vendor has to carry out the extra coats to match the consumption as specified by manufacturer.
12. If the specified consumption as recommended by manufacturer is achieved in lesser coats as specified in the BOQ, even then vendor has to carry out the extra coats to meet the number of coats as specified in the Bill of Quantity.
13. The workmen will not be allowed to stay within the premises.
14. The water required for the work or workmen can be availed from the available source free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
15. The electric power required for the work can be drawn from the supply available at site at free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
16. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
17. The intending tenderer can obtain any clarifications regarding specifications etc. if any from the Assistant Manager (Tech.)/Manager (Tech.), Estate Department, Reserve Bank of India, Chandigarh on any Bank's working day.
18. The tenderer may please note that, the entire work involved shall be carried out with least disturbance to the office or resident at colony. If required, the work shall be carried out during day and night time and no additional charges what-so-ever may be paid by the Bank. The rate quoted shall be inclusive of all such charges.
19. The debris dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer away from the Bank's premises without any extra cost of the Bank.
20. The tenderer shall use only approved brand materials as specifically stated in the schedule of quantities. The Bank will be at liberty to choose any brand of the materials from the approved brand names.
21. No lapses from the Contractors side, which may cause damage to the property and injury to the occupants/neighbors in the opinion of the Bank's Engineer, shall be permitted.
22. The work has to be carried out with least inconvenience to the occupants/colony residents.

23. Programme should be submitted before commencement of work so as to enable the Bank to intimate other agencies in advance for smooth working and better progress and the time schedule should be strictly adhere to.
24. No labour shall be permitted to stay inside the campus after working hours.
25. The Contractor should have valid labour license from Labour Commissioner wherever applicable.
26. The contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Bank which has been issued by the Bank after showing their ID proof.
27. Before quoting the rates, contractor should inspect the site and understand themselves about the nature and scope of the work.
28. Any damage caused to any of Bank's property shall be made good by the contractor at their own cost.
29. The contractor shall carry out the work strictly in accordance with the specification details and instructions of the Bank's Engineer.
30. Rate should include, all necessary testing of materials as desired by Bank from time to time.
31. Even though in finishing items, the number of coats of paint/polish are mentioned, the contractor shall note that the entire furniture be finished in top class while handing over, including if necessary, additional coat of painting/polishing etc. without any extra cost.
32. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. Failure to comply with these instructions can result in rejection of the work.
33. Samples of the materials for the work shall be got approved by the Bank's Engineer.
34. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work.
35. The quoted rate shall include the cost of all materials, wastages, labour of all descriptions, carrying out the work as per specifications, sundries, all taxes (including GST etc.), levies, Making suitable & safe arrangement for painting at height using scaffolding/jhoola/ladders etc., with all safety measures like belts, helmets etc. for all height etc., The rate shall also include for properly cleaning of the site after completion of the work; curing, covering the area, cleaning of glass panes, doors, windows, stairs, floor & open area. all operations which may or may not be detailed here but are necessary for satisfactory and safe completion of all item of work, insurance premium, contractors profit and overheads etc. complete and shall be deemed to have been quoted for the finished item of work to be measured at site for making payments.
36. The quoted rate shall include the cost of all materials, wastages, labour of all descriptions, carrying out the work as per specifications, sundries, all taxes (including GST etc.), levies, Making suitable & safe arrangement for painting at height using scaffolding/jhoola/ladders etc., with all safety measures like belts, helmets etc. for all height etc., The rate shall also include for properly cleaning of the site after completion of the work; curing, covering the area, cleaning of glass panes, doors, windows, stairs, floor & open area. all operations which may or may not be detailed here but are

necessary for satisfactory and safe completion of all item of work, insurance premium, contractors profit and overheads etc. complete and shall be deemed to have been quoted for the finished item of work to be measured at site for making payments.

37. Vendor is strictly advised to visit the area where the work is to be executed and acquaint himself/herself for the quantum/ surface conditions of the substrate/undulation/ arrangement for working at height etc. for rates to be quoted. bank will not entertain any claim for not considering the factors required for final finishing of the painting work including proper cleaning of the work site including nearby area after completion of work.
38. The contractor shall submit **Five-year warranty** issued by the approved Manufacturer as per the format acceptable to the Bank for entire painting work along with the final bill submission.

39. **Payment Condition:**

- (a) There will be no interim payment for the work. Full and Final Bill will be paid after satisfactorily completion of work and within 45 days from the date of submission of all the required documents (2 Copies of Computerized spiral binded measurement book, tax invoice, guarantee/warranty of item of work, supplier's bill (if required) etc.
- (b) **Security deposit** of 5% of contract amount (including GST, interest free) will be deducted from the bill (indicated in the b) and same will be returned after completion of one year of defect liability period (DLP). All defect will be rectified free of cost during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit.
- (c) The Employer shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.

Signature of the tenderer

Place:

Date:

SAFETY CODE

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

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

Place:

Signature of Contractor with Seal

Name & Address

Date:

FIRE SAFETY CODE

- a) Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- b) Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- c) Electrical power cables/wires used shall not have any joints and shall be properly rated.
- d) All electrical appliances, i.e., welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- e) Two buckets of water and sand shall be kept in an easily accessible area on the site.
- f) Fire extinguishers recommended shall be kept on the site. Used paint drums shall be stored in specified store only after closing them properly.
- g) Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- h) The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- i) None of the passages near lift lobby and staircases lobby shall be used for stacking / dumping any kind of materials/waste.
- j) None of the fire extinguishers shall be removed/shifted from its designated location.
- k) Power supply shall be switched off from the mains when equipment is not in use.
- l) Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature of the tenderer:

Date:

Address:

GENERAL SPECIFICATIONS

- a) The entire painting work shall be done in first class manner. The contractors shall use readymade paints & primer of best quality and of approved manufacturers such as Asian Paints, Berger Paints India Ltd., ICI Paints, Goodlass Nerolac Paints Ltd., Jenson & Nicholson Paints India Ltd., Special Paints Ltd. (Earlier Sigma Paints) and Shalimar Paints Ltd. as mentioned in the list of approved makes of paint, JK wall putty, Birla wall putty etc. of appropriate grade as per to the specifications. The contractor will not be permitted to carry out any mixing at site except for addition of thinners for thinning the paint which shall be carried out in the presence of Bank's staff. The contractor shall deposit with the Engineer at his own cost, sample panels of paints approved prior to commencement of work. The colour shades of the paint approved by the Engineer only shall be used. For outside painting, sample area shall be prepared, and the shade got approved.
- b) Rates shall be inclusive of doing plaster patch work (not exceeding 0.1 SQM for each patch) and also making up the broken edges of walls, columns, beams, sills, ceilings etc. so as to match the existing surface.
- c) Special care shall be taken by providing suitable covers tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment from stains. The work shall be carried out without any inconvenience to the occupants; the rates quoted shall include covering of furniture and for handling and re-arranging the furniture etc. and any damage to property caused by the Contractor shall be made good by the Contractor at his cost. The contractor has to wash and clean the floors, after his work in that area has been completed.
- d) Surface prepared for painting shall be got approved before proceeding with painting work. Similarly, work for each coat shall also be got approved from the Engineer before proceeding to next coat.
- e) No further coat shall be applied, till previous coat has completely dried.
- f) Additional coats shall have to be given without any extra cost, if instructed by the Engineer, over and above the number of coats prescribed till the surface presents smooth and uniform finish.
- g) After day's work is over, stains of paint over floor, fittings, furniture, glass panes etc. shall be thoroughly removed.
- h) The Contractor should include the cost of erecting scaffolding, for painting the building from inside and outside.
- i) Care should be taken to paint electric wiring on batten for which no extra payment will be made.

Place:
Date:

Signature of the Contractor
with the seal of their Company

DETAIL SPECIFICATION

1. Patch Repairing: The patch repairs shall generally be carried out as under:

- Patches should be marked properly on the surface and all loose plaster of the cracked portion shall be removed as directed by the Engineer.
- The surface to be patched, shall be wetted thoroughly and if plain, shall be raked or roughened up by hacking.
- The surface must be thoroughly cleaned and prepared. Remove all loose particles, dirt, dust, laitance, and mould release agents, curing compounds, oils, grease, floor hardeners and any waterproofing materials.
- Remove laitance, dirt and dust by mechanical scarification such as wire brushing, scrapping, scabbling or grit blasting.
- Clean the dust by pressurized air or by washing with water.
- Oil and grease should be removed by degreasing with solvents like turpentine or thinners.
- Visible signs of mould growth should be removed & treated with a fungicidal solution
- Mixed epoxy bonding coat material as per manufacturer's specifications should be brushed applied on the prepared surface.
- Overlay of mortar has to be placed on Epoxy Bonding Agent when it is tacky.
- In case Epoxy Bonding Agent has dried, apply a 2nd coat before placing the mortar.
- The plastering shall be done as directed. The finishing coat shall match with the adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.
- The cement mortar used shall be 1:4 (one-part cement to four parts of coarse sand by volume) and the work shall be done as directed by the Engineer.
- The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.

2. Measurement: The measurements of the patches exceeding 0.1 Sqm in area shall only be recorded. The patching work having 0.1 Sqm or less in area shall not be measured and paid for. The measurements shall be in accordance with the relevant parts of IS: 1200 (Parts 1 to 28) unless otherwise specified.

3. Preparation of surface:

A) Exterior Painting

Any existing fungus or mould growth shall be completely removed by thoroughly scrapping and rubbing down with bristle brush and sandpaper and then washing down with clean water and applying protective coating to prohibit algae/fungus growth. The surface shall be brushed with a soft bristle brush to remove any dust particles 24 hours after the wash. The paint shall be prepared strictly as per manufacturer's specification and in such quantities as can be used up in an hour of its mixing as otherwise the mixture will set and thicken, affecting flow and finish.

Application:

In case of newly plastered surface additional priming coat of diluted paint shall be applied without any extra cost to the Bank.

The application and mixing/ thinning shall be done strictly as per the manufacturer's specifications. Then a coat of approved primer shall be applied. After allowing the surface to dry, if any crack is seen it should be filled with crack filler of approved make.

First coat of Premium acrylic smooth exterior emulsion paint of approved brand and shade one or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush.

After allowing the surface to dry for a minimum period of 18 hours, light sand papering and touching up uneven spots with putty, second coat of Premium acrylic smooth exterior emulsion paint shall be applied. This coat may be of final shade where two coats of Premium acrylic smooth exterior emulsion paint is specified. Where painting is specified to be in three coats, the shade of paint of the second coat may be one tone lighter than the final shade. The third coat where specified shall be of final approved shade.

Additional coat of paint shall be applied wherever directed to get the required finish without any extra cost to the Bank. All precautions shall be taken for the safety of the workmen including providing them the safety belts etc.

B. Application of Paint:

The enamel paint shall be of first quality unless otherwise specified. The painting work shall be carried out as per manufacturer's specification.

C. Enamel painting to steel work:

- a) The work shall generally be carried out as directed by the Engineer.
- b) The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scraping and brushing with steel wire brushes and if necessary, the surface shall be cleaned by chipping or any other best-known methods, such as sand blasting and burning. The surface shall be made thoroughly dry.
- c) Apply a coat of anti-corrosive metal primer of approved make.
- d) Apply a coat of putty to make the surface even and uniform.
- e) Apply first coat of ready mixed enamel paint of approved make, quality and shade. The first coat shall be a tone lighter when compared to the final approved shade.
- f) Apply finishing coat of approved shade as directed.

D. Painting CI, GI Asbestos etc. pipes and fittings:

a) Paints: Paints, unless otherwise specified shall be first quality enamel paint of approved make and shade. The primer coat shall be red oxide or any approved suitable metallic primer ready mixed and of approved manufacture.

b) Preparation of surfaces: All rust and scales shall be removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away. The surface, if wet, shall be sun dried.

c) Application: After preparing the surface, one coat of primer shall be applied. Care shall be taken to ensure that the surface is fully and completely covered, special attention being paid to the joints.

d) When the primer coat has dried up and before any moisture, dirt dust etc. settles on the surfaces, paint of the desired shade shall be applied to pipes. Application shall be done with brushes and the paint shall be spread evenly. The surface shall be given two or more coats and shall finally present a uniform appearance.

E. Melamine polish on wood surfaces:

Preparation of surface

The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. Surface must be dry, free from dust, oil, wax, greases etc.

Application

Mix melamine (matt or gloss) base with the catalyst in the specified ratio as per manufacturers specification. Add melamine thinner upto 30% (as specified by the manufacturer) by volume of mixture. Stir it and allow it to mature for 2-3 minutes. The melamine is sprayed, using spray gun pressure of 45-55 psi, from a distance of 7"-10" from substrate.

Precaution: Avoid eye contact, use of mask is mandatory during whole process.

Measurement

Measurements, Rate and other details shall be as specified in 13.23 as far as they are applicable.

F. Making good to damages:

For making good the damage to the items of work, the specifications as given in the following paras shall apply, unless directed otherwise.

(a) Masonry Work: The masonry work shall be made good by using the same class of bricks, tiles or stones as was damaged during the execution of the work. The mortar used shall be cement mortar 1:5 (1 cement: 5 fine sand) or as directed by the Engineer-in-Charge.

(b) Plain Concrete Work: Concrete work for sub-grade of the flooring, foundations and other plain concrete works shall be cement concrete 1:5:10 (1 cement: 5 coarse sand: 10 graded stone aggregate 40 mm nominal size). A coat of neat cement slurry shall be applied at the junction with old work, before laying fresh concrete.

(c) Cement Concrete Flooring and R.C.C. Work: Cement concrete 1:2:4 (1 Cement: 2 Coarse Sand : 4 graded stone aggregate 20 mm nominal size) shall be used after applying a coat of neat cement slurry at the junction with old work, and the surface finished to match with the surrounding surface.

(d) Plastering: Cement plaster 1:4 (1 cement : 4 sand) shall be used. The sand shall be fine or coarse, as used in the original work. The surface shall be finished with two or more coats of white wash, colour wash, distemper or painting as required, but where the surface is not to be white washed, colour washed, distempered or painted, it shall be finished as required to match with the surrounding surface.

(e) Other Items: Damage to any other item shall be made good as directed by the Engineer-in Charge.

Note: In all the above operations the damaged portion shall be cut in regular geometric shape and cleaned before making good the same.

(Bidders are strictly advised to visit the area of work to assess the quantum and nature of work for all items of work. Consider all the factors while quoting the rates which are inclusive of GST, CPOH, sundries, material, labour, transportation, insurance, wastage of material, tools and tackle etc.)

Place:
Date:

Signature of the Contractor
with the seal of their Company

Approved make of Materials:

Note:

1. Contractor shall submit in writing the make of material. Its technical data sheet and sample of material he proposes to use in the work for approval of the Bank. Bank will scrutinize the material, its specification in light of the tender specification and after approval from the Bank, contractor shall place the order for procurement of the material.
2. All materials to be used in the work shall strictly conform to the detailed technical specifications under each item.
3. If the approved brands mentioned are not available in the market, equivalent material with written approval of the Bank' only shall be used in the work. Wherever the contractor proposes to use equivalent makes (i.e., other than those specified), the same shall be done with prior approval of the Bank's Engineer. In such cases, it is the responsibility of the contractor to prove, to the satisfaction of the Bank's Engineer, with necessary technical data / documents / tests reports that the equivalent materials proposed to be used in the work conform to all the technical specifications / parameters stipulated in the specifications. Any additional expenditure and time on account of this shall be solely on contractor's account and no claims whatsoever shall be entertained by the Employer in this regard.

S. No	Material	Make
1	Paint /melamine Polish	Asian/Dulux/Nerolac/Berger or approved equivalent
2	Cement (OPC-43 Grade)	Ultratech, Ambuja, ACC or approved equivalent
3	White cement-based putty	JK Cement, Birla, Asian, Ultratech or approved equivalent
4	Epoxy bonding agent	Pidilite, Sika, Fosroc or approved equivalent

Signature of contractor

Date

Place

Name of Company	Acrylic Emulsion Paint silicon additives (Exterior)	Plastic emulsion paint	Synthetic Enamel Paint	Interior Primer	Exterior Primer	Wooden Primer	Steel Primer	Varnish
1.	2.	3.	4.	5.	6.	7.	8.	9.
1 Asian Paints	Apex Ultima Suprema	Apcolite super acrylic emulsion paint	Apcolite premium gloss enamel	Asian Interior Primer	Asian Exterior Primer	Asian Wooden Primer	Asian Red Oxide metal primer	Apcolite clear synthetic varnish
2 Berger Paints India Ltd.	Weather Coat All Guard (with Silicon additives)	Silk	Luxol high gloss enamel	Berger WT Primer for Interior	Berger Exterior primer	Berger Wooden primer	BR ROP	Luxol clear varnish wood keeper
3 ICI India Ltd.	Dulux Weather shield Max	Dulux acrylic emulsion	Dulux gloss finish	ICI Primer for interior	ICI Primer for exterior	ICI Wooden Primer	ICI, red oxide metal primer	Dulux synthetic clear
4 Goodlass Nerolac Paints Ltd.	Nerolac Exterior Acrylic paint (with Silicon additives)	Nerolac acrylic emulsion paint	Nerolac synthetic enamel paint	Primolite Interior Primer	Primolite Exterior primer	Wooden Primer	Palm Tree Red Oxide metal primer	Nerolac synthetic clear varnish
5 Jenson & Nicholson Paints India Ltd.	-	Robbialac Super Acrylic plastic emulsion paint	"Brolac" Hi-polyurethane enamel	Interior Primer	Exterior Primer	Wooden Primer	Steel primer	Varnish
6 Special Paints Ltd. (Earlier Sigma Paints)	-	"Specalac" wall deluxe acrylic emulsion paint	Signarine superflow synthetic enamel	Specalac Primer for Interior	Specalac Primer for Exterior	Specalac Wooden Primer	Specalac red oxide metal primer	Specalac Synthetic clear Varnish
7 Shalimar Paints Ltd	-	"Superlac" Advance Acrylic Emulsion	"Superlac" hi-gloss enamel	Shalimar Cement primer for interior surfaces	Shalimar Cement primer 'WT' for Interior surfaces	Shalimar primer for wooden surfaces	Shalimar Synthetic Red Lead Primer	"Superlac" clear synthetic varnish

List of approved materials for general repairs & repainting works

* Or any other equivalent approved make (as approved by Bank)

**CO-EFFICIENTS TO BE APPLIED TO OTHER SURFACES TO GET PLAIN AREAS
OF PAINTING**

(a)	Steel doors, windows etc. (Measured flat including frame)	
1.	Plain sheet doors and windows	1.1 (for each side)
2.	Fully glazed doors and windows	0.5 (for each side)
3.	Collapsible gates	1.5 (for painting all over)
4.	Steel Roller shutters	1.1 (for each side)
5.	Partly paneled & partly glazed or gauzed steel doors	0.8 (for each side)
6.	Guard bars, balustrades, gates, gratings, grills, expanded metal and railings	1.0 (for painting all over)
(b)	Wall Surfaces	
(A)	Plain Plaster Surface	Only plain / flat area will be measured in the item i.e. no co-efficient will be considered for measurement and payment.
(B)	Exposed Brick Surface	
(C)	Pebble Dash Plaster Surface/ Rough Cast/ Sand faced plaster surface	

Place:

Signature of the Contractor

Date:

With the seal of their Company



**Reserve Bank of India
Estate Department
Chandigarh**

Unpriced BOQ

**General Repairs and Repainting of External surface of the Bank's Residential Buildings,
Sector 16A, Chandigarh**

Item No.	Description of item	Qty	Unit
1	Carefully dismantling the loose/hollow/damaged cement plaster (Plain/Rough cast etc.) from the existing wall surface, cleaning the surface thoroughly. Repairing the damaged portion of existing (plain/rough cast etc.) with 12- 20 mm thick cement mortar (1 cement: 4 coarse sand) as per existing design/pattern (plain/rough cast etc.) by providing and applying a bond coat of Epoxy bonding Agent (Sika Masterbrace 1414 or FOSROC Nitobond EP or PIDILITE Dr.Fixit Epoxy bonding agent or any other equivalent approved by the Bank as per manufacturer's specification). The rate quoted should be inclusive of providing & fixing scaffolding/jhoola/ladders for carrying out the work at all heights & level, curing, cleaning, removing the debris outside Bank's premises. all complete as directed by Bank's Engineer. Note: - Area more than 0.1 Sq. M. shall be measured and paid for.	15.00	Sq.m
2	Synthetic Enamel Paint on wooden and steel surface:- Removing/scraping/cleaning the existing metallic / wooden surface, prepare even surface by using putty up to required level. Providing and applying a base coat approved quality primer and two or more coats of 1st quality synthetic enamel paint of approved make and shade after Providing and applying a base coat of applicable primer (wooden/metallic) of approved make and manufacture, as per manufacturer's specifications (approved brands mentioned in list of approved materials) over old surfaces. to steel and wood work, viz. grills, gates, weld-mesh, doors, windows etc. (exterior surfaces only) all as per manufacturers specifications (approved brands mentioned in list of approved materials).	450.00	sqm

3	<p>Providing and applying two or more coats of 100% Premium acrylic smooth exterior emulsion paint with silicon additives, etc. of approved make & shade as per the manufacturer specifications over a coat of exterior primer of approved make as per the manufacturer specifications / specifications over the cleaned exterior surfaces of walls, beams, columns, canopies, balconies, sun-shades, parapet walls, both side of the boundary wall , staircase blocks etc. all complete as required at site as directed by the Bank's Engineer-in-Charge and considering the sequences as explained/described below:-</p> <p>A). Making suitable & safe arrangement for painting at height using scaffolding/jhoola/ladders etc. with all safety measures like belts, helmets, full body safety harness etc. for all height etc. all complete as required at site as directed by Bank's Engineer- in -charge.</p> <p>B). Carefully scraping, cleaning the entire surface / area with wire brush as per the manufacturer specifications and sprinkling water including providing and applying protective film of approved make over the algae affected areas (approximately 5% of the total external painting area considered in this item) of external surfaces as per the manufacturer specifications which inhabits / prevents the growth of algae and fungi by forming a film to the algae / fungi etc. all complete as per the site requirements as directed by the Engineering -in -Charge including cleaning the entire area after completion of the work</p> <p>C) To make even or crack free surface by using exterior grade putty or exterior grade filler material of approved make as per the manufacture specification including providing and applying one coat of exterior primer (one coat applied @ 0.9 ltr/ 10 sqm) over entire area as per the manufacturer specification of approved make etc. all complete as required at site as directed by the Bank's Engineer-in-Charge including cleaning the entire area after completion of the work .</p> <p>D). Providing and applying two or more coats of 100% acrylic smooth exterior emulsion paint with silicon additive (Two or more coats applied @ 1.43 ltr/ 10 sqm) after exterior primer (one coat applied @ 0.9 ltr/ 10 sqm) as per the manufacturer specifications / tender part-I specification of approved make and shade by using approved quality roller / painting brush as per site conditions to achieve the desired finish, etc. all complete as required at site as directed by the Bank's Engineer-in-Charge including 5 year warranty.</p>	3300.00	Sq.m
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	<p>Type of surfaces to be painted including primer includes exposed brick surface, rough cast/ sand faced / plain plaster surfaces etc.</p> <p>Note:- Only elevated/painted area (flat area) will be measured in the item, coefficient will not be considered for measurement and payment. Type of surfaces to be painted including primer includes exposed brick surface, rough cast/ sand faced / plain plaster surfaces etc.</p>		
4	<p>Applying two or more coats of approved quality synthetic enamel paint/approved Premium Acrylic Smooth exterior paint with Silicone additives as required to all pipes (consisting of GI, CI, AC & PVC pipes on the walls of the building and over the terrace), all masonry pedestal with its fixtures, etc, etc, MS fittings/clamps,, switch boards, and Meter boards, manhole covers, M.S. covers, street light poles, electric conduit pipes, MS fencing, block numbers, letter boxes with occupant's name including scraping, scaffolding/jhoola/ladders etc. complete as directed.</p> <p>The rate shall include for scaffolding/jhoola/ladders, properly cleaning of the site after completion of the aforementioned work. The contractor is strictly advised to take all the safety measure for labour to carry out the work, etc. all complete as directed by Bank's Engineer.</p>	1.00	Job
5	<p>Polishing in high gloss/matt finish melamine clear polish on exposed surface of wooden work in required color/wooden shade texture with following process in the sequence as detailed below:</p> <ol style="list-style-type: none"> 1. The surface to be polished is rubbed with sand paper 80/120 no. and then with sand paper of 160/180 nos. 2. Applying two coats of sealer with spray gun and allowing sufficient drying time for 1st coat and 2nd coat is allowed to dry for 8 to 12 hrs. 3. On drying of sealer coat, wet rubbing with emery cloth of finer grading with ample water to remove excess sealer layer and make the surface further smooth after this wet rubbing, then surface is applied with special grade melamine fillers to fill all the small and big holes/grooves etc. Filler coat to be allowed to dry for 4 to 6 hrs on which again a light wet rubbing is done this surface is further allowed to dry for 12 hrs. 4. On this, 1st coat of melamine polish is applied with spray gun using melamine clear polish and melamine thinner in required proportion. This 1st coat is allowed to dry for 24 hrs then this dry surface is again fine wet rubbed smooth, which 	60.00	Sqm

	<p>is further allowed to dry for 12 hrs. The final melamine polish is applied with compressor pressure spray gun using melamine clear polish and melamine thinner mixed in required proportion complete as per direction of Engineer-in-Charge. (Final coat to be done in 1 or 2 layers without gap of time.)</p> <p>Work to be carried out the exposed wooden surface and only exposed wood surface area will be measured for payment.</p>		
	<p>Note:</p> <p>(1) The quoted rate shall include the cost of all materials, wastages, labour of all descriptions, carrying out the work as per specifications, sundries, all taxes (including GST etc.), levies, Making suitable & safe arrangement for painting at height using scaffolding/ jhoola/ ladders etc., with all safety measures like belts, helmets etc. for all height etc., The rate shall also include for properly cleaning of the site after completion of the work; curing, covering the area, cleaning of glass panes, doors, windows, stairs, floor & open area. all operations which may or may not be detailed here but are necessary for satisfactory and safe completion of all item of work, insurance premium, contractors profit and overheads etc. complete and shall be deemed to have been quoted for the finished item of work to be measured at site for making payments.</p> <p>(2) Vendor is strictly advised to visit the area where the work is to be executed and acquaint himself/herself for the quantum/ surface conditions of the substrate/undulation/ arrangement for working at height etc. for rates to be quoted. bank will not entertain any claim for not considering the factors required for final finishing of the painting work including proper cleaning of the work site including nearby area after completion of work.</p>		

Signature of contractor

Date

Place

Annexure-I

Appendix therein Before Referred

a)	Estimated cost of the work	₹7.00/- lakh (Inclusive of GST)
b)	E-Tender documents can be downloaded from	https://rbi.org.in/Scripts/BS_ViewTenders.aspx and www.mstcecommerce.com/eproc/
c)	Commencement Date	As specified in the work order.
d)	Minimum value Interim Bill	No interim bill
e)	Validity of the e-tender	90 days from the date of opening of Techno – Commercial bid
f)	All disputes arising shall be subject to the jurisdiction	Chandigarh
g)	Defect liability Period	1 Year from the date of issue of virtual completion certificate.
h)	Period of final measurement	45 days from the date of final commissioning.
i)	Date of commencement	14 th day from the date of award of work or handing over the site of work whichever is later.
j)	Date of completion	60 days from 14th day from date of work order.
k)	Contact Details for the Estate Department	Address: - RBI Chandigarh, Estate Department, 3 rd floor, Central Vista, Sector-17A, Chandigarh-160017 e-mail: - estatecharo@rbi.org.in
l)	Liquidated Damages	The recovery of Liquidated Damages shall be quantum of liquidated damages per week (or part thereof) shall be 0.25% of the gross amount payable and subject to a maximum 10% of the gross amount payable.
m)	EMD	NIL. (EMD @ 2% of the total contract amount as specified in the tender will be collected from the successful bidder only)
n)	Retention Money (R.M.)	5% of the value of each bill
o)	Installment of Security Deposit to be refunded	a) EMD shall be refunded to successful bidder after Virtual Completion of work. b) Retention money will be released after successful expiry of defects liability period.

Date:

Name & Signature of tenderer

Place:

Contact/Mob. No.-

Annexure-II**IMPORTANT INSTRUCTIONS FOR E- TENDER**

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 www.mstcecommerce.com/eproc/

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

2) Vendors will receive a system generated mail confirming their registration in their 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, Chandigarh):

(a) Shri Amit Singh, Assistant Manager (Technical Civil) –

Email: amitsingh@rbi.org.in (Mob-9910263890)

(b) Shri Mohammed Arham (Junior Engineer) (Technical Civil) –

Email: mohammedarham@rbi.org.in (Mob-8700569976)

Contact person (MSTC Ltd.)

- Shri. Sushil Nale, Asst. Manager- sushil@mstcindia.co.in Mobile -09987758430
- Ms. Archana, Asst. Manager- archana@mstcindia.co.in Mobile – 09990673698
- Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph.- 022-22886268
- Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph- 022-22822789

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

B) 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.

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

Other Settings:

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

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

2. The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eproc/. E-tenders will be opened electronically on specified date and time as given in the E-tender.
3. All entries in the e-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 e-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.

	<p>Note:</p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	<p>Information about e-tenders / corrigendum uploaded shall be sent by email only during the process till finalization of e-tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6.	<p>E-Tender cannot be accessed after the due date and time mentioned in NIT.</p>
7.	<p>Bidding in e-tender:</p> <p>Vendor(s) need to submit necessary e-tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. E-Tender fees and Transaction fees are non-refundable.</p> <p>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>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/Government departments. → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.</p> <p>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.</p> <p>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. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>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</p>

	<p>of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of.</p> <p>It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>Buyer reserves the right to cancel or reject or accept or withdraw or extend the e-tender in full or part as the case may be without assigning any reason thereof.</p> <p>No deviation of the terms and conditions of the e-tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the e-tender.</p>
8.	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed
10.	The e-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
11.	<p>Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eproc/</p> <p>to familiarize them with the system before bidding. For technical assistance, MSTC officials may be contacted at 033-23400020/23400021/23400022 and id - helpdesk@mstcindia.co.in well in advance and bidders are advised to avoid any last minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one day prior before the e-tender closing day and get all their queries resolved.</p>

I/We hereby declare that I / we have read and understood the information provided in tender document.

Signature of bidder with seal

Date:

Place:

करारनामा का प्रारूप / Draft Articles of Agreement

(₹100/- स्टाम्प पेपर पर) / (On ₹100/- stamp paper)

(केवल सफल बोलीकर्ता हेतु) / (Only for successful bidder)

यह करार वर्ष **2023** के माह के वें दिन एक पक्ष के तौर पर भारतीय रिज़र्व बैंक, चंडीगढ़ (जिसे इसके बाद “बैंक” कहा गया है (और दूसरे पक्ष _____ (जिन्हें इसके बाद “संविदाकर्ता” कहा गया है (के बीच निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ **2023** between the Reserve Bank of India, Chandigarh (hereafter called “The Bank”) of the one part and M/s _____ (thereinafter called “the Contractor”) of the other part.

जबकि बैंक “भारतीय रिज़र्व बैंक, चंडीगढ़ की सेक्टर 16ए की आवासीय इमारतों की बाहरी सतह की सामान्य मरम्मत और री-पेंटिंग (General Repair & Re-Painting) ” कार्य कराने का इच्छुक है और विनिर्देश तैयार किए हैं जिसमें किए जाने वाले कार्यों का उल्लेख है।

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

WHEREAS the Bank is desirous of getting the work “**General Repairs and Repainting of External surface of Bank’s Residential Buildings, Sector 16A, Chandigarh**” and has caused specifications describing the works to be done.

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

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

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

यह संविदा न तो कोई नियत एकमुस्त संविदा है, न ही खंडित कार्य संविदा है, बल्कि "नियोक्ता " भारतीय रिज़र्व बैंक, चंडीगढ़ की सेक्टर 16ए की आवासीय इमारतों की बाहरी सतह की सामान्य मरम्मत और री-पेंटिंग (General Repair & Re-Painting)" के संबंध में संपूर्ण कार्य करने हेतु संविदा है, जिसके लिए भुगतान दर अनुसूची में दी गई दरों पर वास्तविक तयशुदा मात्रा और संभावित मात्रा के अनुसार अथवा निर्धारित शर्तों में किए गए प्रावधान के अनुसार किया जाना है।

This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but a Contract to carry out the work in respect of the entire of the "General Repairs and Repainting of External surface of Bank's Residential Buildings, Sector 16A, Chandigarh", Chandigarh" to be paid for according to the actual measured quantities at the rate contained in the schedule of rates and probable quantities or as provided in the said Conditions.

4. संविदाकर्ता सिविल कार्यों, सेनेटरी कार्य और फिटिंग्स का संस्थापन, स्थायी जल आपूर्ति, इलेक्ट्रिकल संस्थापन, फिटिंग्स, लिफ्ट, टेलीफोन, एयर कंडीशनिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को करने

हेतु हर यथोचित सुविधा उपलब्ध कराएगा और कार्य पूरा होने के पश्चात दीवारों, फर्शों इत्यादि को हुई किसी भी क्षति की भरपाई करेगा।

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

5. नियोक्ता को यह अधिकार होगा कि वह इस संविदा पर प्रतिकूल प्रभाव डाले बिना किसी भी कार्य को जोड़कर अथवा हटाकर अथवा उक्त कार्य के किसी भाग को किसी और से कराकर कार्य के स्वरूप में बदलाव कर सकता है। The Employer reserves to itself the right of altering the drawings & nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

6. समय को इस संविदा का सबसे महत्वपूर्ण कारक माना जाएगा और संविदाकर्ता इसके द्वारा औपचारिक कार्यादेश जारी होने के 14वें दिन से जैसा कि उक्त शर्तों में प्रावधान है, कार्य प्रारंभ कर देने और पूरा विनिर्दिष्ट कार्य **60 दिन** के भीतर पूर्ण कर देने पर सहमत है, तथापि यह समय विस्तार के प्रावधान के अधीन होगा।

Time shall be the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from fourteenth day after the date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within **60** days subject nevertheless to the provisions for extension of time.

7. इस संविदा के अंतर्गत नियोक्ता द्वारा किए जाने वाले सभी भुगतान केवल चंडीगढ़ में किए जाएंगे। All payments by the Employer under this Contract shall be made only at Chandigarh.

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

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

9. संविदाकर्ता और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना /सिस्टम / उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकर्ता करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। संविदाकर्ता नियोक्ता

की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकर्ता द्वारा नियोक्ता को क्षतिपूरित किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकर्ता के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।

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

10. कार्यस्थल पर महिलाओं का यौन उत्पीड़न:

Sexual harassment of women at workplace

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Shri

(Name and designation)

.....

in the presence of

(1)

Address

(2)

Address

गवाह Witnesses

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

	<p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p> <p>यदि संविदा पर हस्ताक्षर मुख्तारनामा-धारक के द्वारा किया जाता है, चाहे कोई कंपनी हो या कोई व्यक्ति।</p> <p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
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Note: Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

Undertaking regarding declaration of debarment by public institution(s)**(To be submitted by the tenderer on their letterhead)****Name of work: General Repairs and Repainting of External surface of Bank's Residential Buildings, Sector 16A, Chandigarh**

1. I / We _____ (Name of the bidder) declares that
- (a) I / We or any of our allied firm(s)* 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(s)* 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) I / We will inform the Bank in writing, in case, I / we or any of our allied firm(s)* is / are debarred / suspended / blacklisted by any public institution / entity in India or 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(s)* _____ (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 up to _____ (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 majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.