Reserve Bank of India/ भारतीय रिजर्व बैंक
Estate Department/ संपदा विभाग

वेब सूचना

भारतीय रिजर्व बैंक के पटना स्थित मुख्य कार्यालय भवन के भूतल और शाफ्ट क्षेत्र में पुरानी एमएस खिड़कियों को यूपीवीसी खिड़कियों से बदलने के कार्य हेतु ई-निविदा

"भारतीय रिजर्व बैंक के पटना स्थित मुख्य कार्यालय भवन के भूतल और शाफ्ट क्षेत्र में पुरानी एमएस खिड़कियों को यूपीवीसी खिड़कियों से बदलने के कार्य" करने के लिए भारतीय रिज़र्व बैंक, पटना, योग्य और सूचीबद्ध फर्मों से ई-टेंडरिंग के माध्यम से दो चरणों में निविदाएं आमंत्रित करता है। इस कार्य पर ₹41,56,439 (जीएसटी सहित) अनुमानित लागत है।

2. यह एक सीमित निविदा है। केवल वे बोलीदाता/विक्रेता जो निविदा में निर्धारित पात्रता मानदंडों को पूरा करते हैं और बैंक द्वारा सूचीबद्ध (20 से 50 लाख कैटेगरी) हैं, इस निविदा में भाग लेने के पात्र हैं। इसके अलावा, केवल उन फर्मों, जो CPP पोर्टल पर पंजीकृत हैं, वे निविदा प्रक्रिया में भाग ले सकेंगे। निविदा दस्तावेज़ डाउनलोड के लिए आरबीआई वेबसाइट https://www.rbi.org.in पर उपलब्ध है।

3. ई-निविदा दो भागों में ऑनलाइन जमा की जाएगी। ई-निविदा के भाग-I में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें शामिल होंगी, जिन पर निविदाकारों को सहमत होना होगा। ई-निविदा के भाग-II में ऑनलाइन जमा की जाने वाली बैंक की मात्राओं की अनुसूची और निविदाकर्ता की मूल्य बोली शामिल होगी।

4. पात्रता मानदंडों को पूरा करने वाली और काम प्रदान किए जाने के लिए विचाराधीन रखे जाने के इच्छुक फर्मों को 26 नवंबर, 2026 को दोपहर 02.00 बजे तक या उससे पहले CPP पोर्टल पर सभी आवश्यक दस्तावेज अपलोड करने चाहिए। जो फर्म पात्रता मानदंडों का पालन नहीं करते हैं, उन्हें उनके निविदा के भाग-II को खोलने के लिए नहीं माना जाएगा।

5. ई-निविदा का भाग-I, 27 नवंबर, 2026 को अपराह्न 02.00 बजे के बाद CPP पोर्टल पर खोला जाएगा।

निविदा की समय-सीमा इस प्रकार है:

A	ई-निविदा क्रमांक	**2026_RBI_297553_1**
B	निविदा का तरीका (सीमित)	ई-प्रोक्योरमेंट प्रणाली (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - CPP पोर्टल https://etenders.gov.in/eprocure/app) के माध्यम से मूल्य बोली)
C	अनुमानित लागत	₹41,56,439 (इकतालीस लाख छप्पन हज़ार चार सौ उनतालीस रुपये मात्र) (जीएसटी सहित)
D	CPP पोर्टल पर डाउनलोड के लिए निविदा दस्तावेज की उपलब्धता की तिथि	12 नवंबर, 2026 दोपहर 02.00 बजे से

E	https://etenders.gov.in/eprocure/app पर भाग-I (तकनीकी-वाणिज्यिक बोली) और भाग-II (मूल्य बोली) जमा करने के लिए ई-निविदा की प्रारंभिक तिथि	12 नवंबर, 2026 दोपहर 02.00 बजे से
F	बोली-पूर्व बैठक की तिथि	17 नवंबर, 2026 दोपहर 02.00 बजे से (औफ़लाईन) स्थान: - संपदा विभाग, भारतीय रिजर्व बैंक, दक्षिण गांधी मैदान, पटना
G	बयाना राशि	**₹83,129/-** सभी भाग लेने वाले बोलीदाताओं से
H	तकनीकी-वाणिज्यिक बोली जमा करने के लिए ई-निविदा की अंतिम तिथि	26 नवंबर, 2026 दोपहर 02.00 बजे तक
I	भाग-I (तकनीकी-वाणिज्यिक बोली) खोलने की तिथि और समय	27 नवंबर, 2026 दोपहर 02.00 बजे से भाग II किसी अन्य तिथि पर खोला जाएगा जिसकी अग्रिम सूचना बोलीदाताओं को ईमेल के माध्यम से दी जाएगी।
J	लेनदेन शुल्क	नहीं

बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है। इसके अलावा, टेंडर में कोई भी संशोधन / कोरिगेंडम, यदि कोई हो, तो भविष्य में जारी किया गया, केवल आरबीआई वेबसाइट और CPP पोर्टल पर अधिसूचित किया जाएगा।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक, पटना

Reserve Bank of India/ भारतीय रिज़र्व बैंक
Estate Department / संपदा विभाग
Patna / पटना

PART - I

e-tender for

Replacement of old MS windows with uPVC windows in Ground floor and Shaft area in Main Office Building of Reserve Bank of India, Patna

Name of the Tenderer:

Address:

(Note: Don't quote the rate in this document. All rates must be quoted online in CPP portal. All the items in the charts are shown as representational purpose only)

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DISCLAIMER

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

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

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Reserve Bank of India
Estate Department
Patna

e-Tender Part – I
Section A

Replacement of old MS windows with uPVC windows in Ground floor and Shaft area in Main Office Building of Reserve Bank of India, Patna

Sl. No.	Activity	Tentative date
1.	Date of Notice inviting tender	**November 12, 2026**
2.	e - Tender no.	**2026_RBI_297553_1**
3.	Mode of Tender	e-Procurement System, online through CPP Portal https://etenders.gov.in/eprocure/app
4.	Date of NIT (along with complete tender) available to parties to download- Tender activation on portal- Tender 'Live' for all	**On November 12, 2026, from 14:00 hrs. onwards**
5.	Date of Pre-bid meeting	**On November 17, 2026, at 15:00 hrs. (Off-line)** **Venue:** - Estate Dept. Reserve Bank of India, South Gandhi Maidan, Patna
6.	Estimated cost	**₹ 41,56,439/-**
7.	Earnest Money Deposit	**₹ 83,129/- from all participating bidders**
8.	**Start Bid date**- Date of Starting of e- Tender for submission of **online** Techno- Commercial Bid and Price Bid at https://etenders.gov.in/eprocure/app	**On November 12, 2026, from 14:00 hrs. onwards**
9.	**Close Bid date**- Date of closing of online e – tender for submission of Techno- Commercial Bid & Price Bid	**On November 26, 2026, from 14:00 hrs.**
10.	**Date & time of opening of Part –I (i.e. Techno- Commercial Bid) :** **Part –II (Price Bid): Part –II (Price bid)** shall be opened either on the same day or at a later date that will be intimated to vendors earlier.	**On November 27, 2026, from 14:00 hrs.**

11.	**Retention Money Deposit (RMD)**	The Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the final value of work.
12.	**Performance Bank Guarantee (PBG)**	Performance Bank Guarantee for an amount equal to 5% of the contract value shall be obtained from the contractor valid till Virtual Completion of the work for due fulfillment of the contractual obligations by the contractor.
13.	**Liquidated Damages (LD)**	The recovery of Liquidated Damages (LD) will be at the rate of 0.25% per week of the cost of work executed with a cap of 10% of the total cost of work executed amount.
14.	**Time allowed for completion of the work**	120 calendar days from 14th day of issuance of work order
15.	**Defect Liability Period**	The security deposit will be released after the expiry of the Defect Liability Period (usually one year) subject to the satisfactory rectification of all defects pointed out during Defect Liability Period and as per terms and conditions of contract documents.

Reserve Bank of India
Estate Department
Patna

Section-B

NOTICE INVITING e-TENDER

Replacement of old MS windows with uPVC windows in Ground floor and shaft area of Reserve Bank of India, Patna

1.	Tenders by e- tendering process are invited for the **Replacement of old MS windows with uPVC windows at Ground floor and Shaft area of Reserve Bank of India, Patna** The work is estimated to **cost ₹ 41,56,439/- and to be completed within 120 Days**
2.	It is to be duly noted that the tender process shall be executed on the CPP portal through e-Tendering.
3.	In the event of intending tenderers' failure to satisfy the Bank; the Bank reserves the right to **refuse their participation.**
4.	Tender forms will be available for downloading w.e.f. 12.11.2026 **from 02:00 PM onwards**. A pre-bid meeting will be held on 17.11.2026 **at 03:00 PM** in the Estate Department, RBI Patna.
5.	Tender forms can be downloaded for viewing from https://etenders.gov.in/eprocure/app
6.	Interested vendors/firms can participate in e – Tender after getting registration with https://etenders.gov.in/eprocure/app. Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through https://etenders.gov.in/eprocure/app and applicable transaction charges have to be paid by the firm.
7.	Tender in prescribed format shall be submitted/uploaded in two parts. **Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter, the EMD of ₹83,129/- should be submitted through NEFT transfer to A/C No-186003001, Reserve Bank of India, IFSC Code-RBIS0PTPA01,** Branch Name – Patna, Branch Address –South Gandhi Maidan, Patna – 800001 or by a demand draft issued by a Scheduled Bank in favour of 'Reserve Bank of India, Patna' Or in the form of an irrevocable bank guarantee issued by a scheduled bank in the Bank's standard proforma which is available in the tender-form along with Tender documents. The documents pertaining to EMD should be scanned and uploaded with the pre-Qualification documents. Part-II of the tender will contain **no conditions** but Tenderer's Price Bid, Bank's Schedule of quantities, tender drawings, if any, only.

8.	**Part-I of the tenders will be submitted by the Tenderers in CPP portal. The same will be opened by RBI on 27.11.2026 at 02:00 PM.** Those tenderers who would like to depute their representatives, may depute their representatives to Estate Department, 2nd Floor, Reserve Bank of India, South Gandhi Maidan for the same. Part II of the tender will be opened later. Due intimations will be given for the same.
9.	The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Place: …….

Date: …….

Signature with seal of the Firm

Name:

Reserve Bank of India
Estate Department
Patna

Section – C

Important instructions for e-procurement

Bidders are requested to read the terms and conditions of this application before submitting your online application.
The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app

Process of e- tender:

A) Registration:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or ‘’Other Important Documents’’ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005, 0120- 4493395

International Bidders are requested to prefix +91 as country code
E-Mail Support:
For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Contact person (RBI, Patna):

1. Shubh Raj, AM(T-C) : 7303612701 (shubhraj@rbi.org.in)
2. Sanjay Kumar, Manager: 8004865634 (sanjaykumar15@rbi.org.in)
3. Siddhant Paradkar, AM: 9021825811 (sparadkar@rbi.org.in)

Reserve Bank of India
Estate Department
Patna

SECTION – D

MEMORANDUM

Having examined the above Memorandum of work (and other details of the work to be executed) and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates specified in the price bid and as per the specifications of the Bank.

Each page of the tender document has been signed for having acquainted myself/ourselves of the conditions of the contract.

Sl. No.	Name of the Work	**Replacement of old MS windows with uPVC windows in Ground floor and Shaft area in Main Office Premises of Reserve Bank of India, Patna**
a)	Estimated cost	₹ 41,56,439/-
b)	Earnest money Deposit	₹ 83,129/-
c)	Time allowed for completion of the works	120 days from 14th day of issue of work order .
d)	Retention money to be deducted from the RA and Final Bills	Five percent (5%) of final value of work
e)	Penalty for non-removal of garbage out of premises, generated out of the work on daily basis.	₹1000.00 per day from the commencement of the work
f)	Penalty on delay in non-submission of (Performance Bank Guarantee @5 % of contract value)	Amount will be recovered from the bills of the contractor at Bank rate.
g)	Penalty on delay in submission of Insurance	Rs. 100 per day from 14th day of issue of work order.

Should this tender be accepted, I/We hereby agree to abide by the terms and Conditions of the Bank in this regard.

I/We undertake to deposit a sum of Rs. **83,129**/- in the form of Demand draft/ **NEFT**/ Banker's Cheque with Reserve Bank of India, which amount is not to bear any interest. In case, I/We fail to execute the contract, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India. Our Bankers are:

i) _____
_____

ii) _____
_____

Name(s) and address(s) of our Company Proprietor/ Partners of the firm are:

i) _____

ii) ----------

iii) _____

iv) ----------

For and behalf of M/s

_____

Signature with seal of the partner of the firm

Name:

Designation

Place:
Date:
(Certified true copy of the Power of Attorney of the above signature should be enclosed.)

Reserve Bank of India
Estate Department
Patna

Letter of offer

The Regional Director
Reserve Bank of India
South Gandhi Maidan
Patna - 800001

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 there to as affecting the tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the said memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of 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	:	**Replacement of old MS windows with uPVC windows in Ground floor and Shaft area of Main Office Premises in Reserve Bank of India, Patna**
(b)	Estimated cost of the work	:	₹ 41,56,439/-

(c)	Earnest Money Deposit (EMD)	:	₹ 83,129/-
(d)	Time allowed for completion of the work from tenth day of written order to commence work	:	120 Days

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

3. We have deposited a sum of **₹ 83,129/- (Rupees Eighty-Three Thousand One Hundred and Twenty Nine Only)** in the form of Demand Draft or irrevocable Bank Guarantee as Earnest Money Deposit with the Reserve Bank of India, which amount is not to bear any interest. Should I/we fail to execute the Contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. Our Bankers are:

i) _____

_____

_____

ii) _____

5. The names of proprietary /partners of our firm are:

i) _____

ii)_____

Name of the partner of the firm

Authorized to sign. _____

OR

Name of person having Power of

Attorney to sign the Contract

(Certified copy of the Power

Of Attorney should be attached). _____

Yours faithfully,

_____

Signature of Contractor.

[Note: If the party is a proprietary firm or an individual it should be signed by the proprietor or the individual. If the party is a partnership firm it should be signed by all or on behalf of all the partners. If the party is a private limited firm/ Incorporate Company the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ (Copy of the resolution should be attached). If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Witnesses:

1) _____

(Signature)

Address _____

2) _____

(Signature)

Address _____

_____

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Patna (hereafter called "Employer") of the one part and _____ _____ (hereinafter called "the Contractor") of the other part.

WHEREAS The Bank is desirous of carrying out the "**Replacement of old MS windows with uPVC windows in Ground floor and Shaft area of Main Office Premises in Reserve Bank of India, Patna"** and has prepared drawing and Schedule of Quantities showing and describing the work to be done under the direction of Bank's Engineer.

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

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 there-under (hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.

2. The Bank 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. 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.

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

5. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to for the complete work to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works 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.

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

8. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within **120 Days**, subject nevertheless to the provisions for extension of time.

9. All payments by The Bank under this Contract will be made only at Patna.

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

11. That the several parts of this Contact have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership or an IN WITNESS WHEREOF The Bank and the Individual Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.

If the contractor is a Company 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.

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

Witnesses

SIGNED AND DELIVERED BY

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

_____ in the presence of

(1)

Address

(2)

Address

Witnesses

THE COMMON SEAL OF _____
was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

(1)

(2)

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

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

(1)

(2)

SIGNED AND DELIVERED BY

If the Contractor is signing by the hand of power of attorney, whether a company or individual.

The Contractor by the hand of
Shri _____

Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.

2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

3. Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from ground.

4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30cm. When the ladder is used, an extra mazdoor shall be engaged for holding the ladder.

5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

8. Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.

9. Those engaged in welding works shall be provided with welder’s protective eye-shields and gloves.

10. i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.

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

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

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

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

12. All the workers shall be provided with safety belts, safety shoes and helmets. No workmen shall be allowed to work on scaffolding without safety helmets and safety belts.

Electrical Safety

1. All the workers, supervisors should wear proper PPE (Personal Protective Equipment) while carrying out the works in the premises. Electrical Safety shoes & safety helmet is compulsory, otherwise, the work / respective workers shall not be allowed to do the work.

2. The electric power required for the work can be drawn only from the authorized supply points available at site. The contractor must make his own arrangements to take the supply to the requisite position. It will be ensured by the contractor, that such arrangements should include suitable length electric cables / extension board with proper ELCB/RCCB/RCBO (Earth Leakage Protection Device) equipment. Preferably joints should be avoided, and if compulsorily needed, all the required joints shall be properly insulated. It will be ensured by the contractor that the entire work site is properly illuminated at all time when the work is in progress. All the electrical related works shall be carried out by an authorised electrician. Wired light fittings should not be taken to inaccessible areas like above false ceiling etc. and instead of that portable battery-operated charging lights shall be used

3. Necessary barricading and signage boards in good quantity shall be fixed at proper locations of the work site.

4. Inverted V type signage shall be kept showing “Under Maintenance – Estate Department” whenever maintenance works go on for the lifts, electrical panels etc.

5. All the works including AMC works should have insurance policies and shall be properly maintained.

6. Do’s & Don’ts in terms of Electrical safety to be shared to all the workmen.

7. Contractors should have periodical briefings (pep talks) with their workers about electrical safety.

8. Aluminum / steel ladders should have proper rubber insulation on its legs. And if required, these ladders shall be kept on electrical safety rubber mats and then use them to prevent electrical shocks.

9. Industrial safety training including electrical safety for construction/renovation works, Office premises etc., may be given periodically to the contractors, workers, technical & general staff etc. by professionals / experts like L&T training center etc.

Place: **Name & Address of the Contractor:**

Date:

Sign & Seal of the Contractor:

General Instructions to Tenderers and General Terms & Conditions

e-Tenders comprising duly filled in details of part I of the tender should be uploaded in CPP Portal for the work of "**Replacement of old MS windows with uPVC windows in Ground floor and Shaft area of Main Office Premises in Reserve Bank of India, Patna"** not later than 2.00 pm on November 26, 2026.

1. Part I and Part II of the tender will be opened at 02:00 pm on November 27, 2026. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period. The price bid will remain valid till 120 Days from the date of opening of Part – II.
2. Digital Signatures may be used to submit the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down.
3. If any of the document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after the opening of the tender will be entertained.
4. **Earnest Money Deposit** for a sum of ₹ **83,129/-** shall be remitted to Bank Account of Reserve Bank of India by the successful bidder. The account details for NEFT/RTGS transactions are as follows.

   Beneficiary Name: Reserve Bank of India, Patna

   IFSC: RBIS0PTPA01

   Account No.: 186003001
5. Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estatepatna@rbi.org.in.
6. EMD shall also be submitted in the form of Demand Draft / Bank Guarantee (Annexure II) at the Estate Department, Reserve Bank of India, Patna. A tender which is not accompanied by such EMD will not be considered.

7. The Earnest Money Deposit of Rs.83,129/- paid by the successful tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.

8. In addition to the Earnest Money Deposit as a further security for due fulfillment of the contract by the contractor 5 % of the value of the work done will be deducted by the Employer from each payment to be made to the contractor toward Retention Money. On the Bank's Engineer issuing a certificate of the virtual completion of the work, the contractor would be paid full amount of EMD. Retention money deposit will be released by the Bank after carrying out rectification of the defects pointed out during the Defect Liability Period. The amount retained by the Bank shall not bear any interest

9. 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.

10. The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more contractors at its own discretion and the Contractor will have to execute orders for part of the items placed with them at the quoted rates. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same. In this context, the rates quoted for each item must be self-supporting and relevant.

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

12. The Contractor shall not assign the Contract: He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the bank 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.

13. The Contractor shall carry out all the work strictly in accordance with Drawings, details and instructions and 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.

14. 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.

15. The tenderer, being considered for award of work, should accept to submit with the Bank, a bank (financial) guarantee (to be issued by any Schedules Commercial Bank) (as per the enclosed format) for some specified amount (caution money) for due performance of their contract, if awarded, in respect of the low / abnormally low / unworkable rates, items of work. The submission of such bank guarantee will be a pre-condition for award of work.

16. 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 Drawings 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.

17. **The rates for the items in Part II should be quoted inclusive of GST and will be taken as the total contract value.** Each invoice/bill shall indicate amongst other things, the contractor's PAN and GST Registration Number. The Contractor shall also produce to the Bank adequate proof of remittance of GST within a reasonable time from remittance. The contract value will also be subject to TDS/Withholding Tax as per law.

18. a) The rates quoted in the tender shall include all charges for supply, installation (assembly), testing, packing, handling and transport for all supplies. The rates shall include storage, watch and ward, temporary structures, lighting at night, tools and tackles, labour and other services for erection and commissioning works.

    b) The rates shall also be firm and shall not be subject to exchange variations, labour Condition, fluctuations in railway freights or any conditions whatsoever.

19. **Prices of extras etc and ascertainment:**

    a) 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 Specifications, or

included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall if, confirmed in writing within seven days, be deemed to have been given in writing. No claim for an extra shall be allowed unless it is executed with the written approval of the Employer. Any such extra is herein referred to as 'Authorized extra' and payment shall be made in accordance with the flowing provisions;

i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein. Rates for all items wherever possible shall be derived out of the rates given in the Priced Schedule of Quantities.

ii) The net prices of the original tender shall determine the value of the 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 (iii) hereof.

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

iv) Where extra work cannot be properly measured or measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of Quantities 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(and if required by the Employer, the workmen's names) and materials employed be delivered for verification to the Employer or his representative at or before the end of the week following that in which the work has been executed. It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates supported by rate analysis worked on the 'actual cost basis', plus 15% towards establishment charges, contractor's overheads and profit. Such items will not be eligible for escalation.

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

20. **Liquidated damages for delayed completion:**

"If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct 0.25% of contracted value per week of delay from any money due to the Contractor.

21. 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 therefore. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

22. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though 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.

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

23. **Defects Liability Period:** Any defect or fault which may appear during **12 months** from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

24. **Stipulated time for completion of work:** Time is the essence of the contract. The entire work is to be completed within a period of **120 Days.** The Contractor is advised to visit the site and get himself fully acquainted with the general and local site conditions, particularly, those having bearing upon transportation, handling, storage etc. prior to quoting the tender. The material required for the work will have to be delivered and executed in BMOP, RBI Patna.

25. **Materials to conform to specifications** - Tests on Materials work etc.

i). All materials and workmanship shall, so far as procurable, conform strictly to requirements in accordance with the schedule of quantities and instructions of Bank's Engineers and the contractor shall, upon the request of the Bank's Engineer, furnish proof to his satisfaction that they so conform and if required shall also furnish all invoices, accounts, receipts and other vouchers for this purpose.

ii) The contractor shall place orders for all materials required in time and in any case not later than the dates fixed in the approved programme. Wherein the matter of procurement of such materials as are collected or the distribution of which are regulated by Government, Central or Local, or by any other

Central/State Authority, the employer is obliged to issue any certificate or sign applications for license or permit, by virtue of orders of such Government or authority or by custom or practice, it shall be the sole responsibility of the contractor to arrange for all the formalities to be completed in time and follow up the matter with the concerned authorities and the installations according to the approved programme, and the employer will not assume any responsibility for delays in this regard nor for the payment of fines, penalties, demurrage and so forth due to the contractor not taking timely action in the process of procurement. The contractor shall not raise any plea, quoting delays in the completion of the formalities or of delays by the authorities concerned for any compensation whatsoever.

iii). However, the contractor shall, before he place orders for supply, furnish to the Bank's Engineer at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in time, notwithstanding prior approval by Bank's Engineer/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases when makers/manufacturers have test certificates for their goods/articles/ products/ processes/equipment, Photostat copies of such test certificates shall be produced by the contractor along the samples.

iv). The Bank's Engineer will, within two weeks of the date of supply of samples or within such further period, as it may depending upon each case, require to intimate to contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Bank's Engineer for his approval, fresh samples complying with the specifications.

v). The approved samples, bearing distinct marks of identification of such approval, shall be displayed by the contractor, at his own expense, prominently at the site, during the entire construction period, and for one month after the date of virtual completion of the work, for inspection/verification by the Bank's Engineer/Employer, without any charge accruing to him (contractor) the approved samples remaining in the safe custody of the contractor till they are so handed over to the employer.

vi). The contractor shall indemnify the employer or any agent servant or employee of the employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claims being made or action being brought against the employer in respect of any such matter as aforesaid, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with specified direction issued by the employer or the Bank's Engineer in connection with the contract, but the contractor shall pay any royalties or

other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any specifications issued after conclusion of the contract.

vii). The Bank's Engineer shall be entitled to have tests carried out on the work or its parts or material accessories, either during its progress or on competition, where and when deemed necessary or on any materials to be incorporated in the work/installation supplied by the contractor or otherwise, notwithstanding that the work or its parts or accessories or the said materials have been accepted and passed/passed for incorporation.

viii). The scope of the clause regarding test will cover not only materials/articles of everyday use and of ordinary description but also patented products and those under specific makes, notwithstanding that satisfactory test certificates from makers/manufacturers have been produced in accordance with sub clause-iii above.

ix). The contractor shall also arrange for necessary field tests to be carried out in the case of materials/articles of everyday use and of ordinary description regularly under the directions and in the presence of the Bank's Engineer/Employer's representative to determine the suitability of such items for use in the work.

x). The contractor shall maintain at the site comprehensive registers, posted up to date, showing the nature of the materials/articles/goods, their identification marks, dates and the results of all tests. Such registers shall be got countersigned by the representative of the Bank's Engineer/Employer at site and extracts from registers shall regularly be posted to the Bank's Engineer and the Employer. The form of registers shall be mutually settled.

26. Electricity and Water Charges

Electricity and storage Arrangement and cost of water & electricity required for the work shall be done by the contractor at their cost. However, the Bank may also consider allowing to contractor to take the water (in case if water supply with Bank is sufficient during the work). An electricity from the Bank's premises and for these purpose water charges @0.75 % and electric charges 0.25% of total value of work done shall be deducted from all the bills & contractor has to arrange for suitable length electric wire /cable, extension boards with a cut out. The cutting machine etc. shall be arranged by the contractor as per load of the Bank's meter and wires in case, if they are to take use of electricity from Bank's common area. In case if any damage of electric lines / electric meter/ electric panel, is observed due to this work, the contractor has to make it good at his own cost, failing on which the Bank will recover the cost of damages from the bill / security deposit/EMD of the contractor without further

under advice of the contractor. The materials should be stored at designated places which may be at any location inside the premises of the Bank.

27.The successful tenderer shall carry out of each item of work given in the Schedule of Quantities and get the same approved from Bank's Engineer before going for full execution of the work given in the order. Any minor modifications/changes suggested by the Bank's Engineer should be affected without any extra cost.

28.Wherever the basic rate for the material is specified, the contractor should furnish to the Bank for verifications all the paid bills. The purchase rate shall be got approved from the Bank's Engineers before purchasing such materials. The adjustment in price of the materials shall be made only on the measured quantity with 15% towards Over heads and profit.

29.The basic prices are ex –go down inclusive of excise duty, sales tax, octroi and all other duties levied by the Government or any public body. The contractor shall consider factors such as transport, handling, loading and unloading etc while quoting the rates for such items**.**

30.The contractor should quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the tender.

31.The successful tenderer may please note that, the Bank will deduct the amount on account of Work Contract tax, VAT, education cess and the income tax including surcharge etc., if any, from the running a/c. bills as per the orders of State / Central Government.

32.The Employer or any of his authorized representatives shall have the power to reject and/or refuse any materials of doubtful quality and workmanship

33.Defective Materials: Any defects or faults in the materials supplied and, in the work, done by the contractor which may appear during execution of the work or within twelve months shall, upon the discretion of the Bank's Engineer be replaced or set right by the Contractor at his own cost within seven days of receiving such directions. The Bank reserves the right to get the work executed/ work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Contractor.

34. Approval of Samples: Contractor shall have to produce a sample of each item for the approval of the Bank's Engineer, which does not mean that the Contractor is relieved of his obligations about the specifications and other stipulations in the contract. No separate payment will be made to the Contractor for this.

35.The work shall be carried out in such a manner that there shall be minimum disruption to Occupants of the flat. A programme shall be drawn in consultation with the Banks Engineer for this purpose.

36.The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account. 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.

37.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 compensation as defined in clause 21 of the conditions of contract. The tenderer shall before commencing work, prepare a detailed work programme which shall be approved by the Employer.

38.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.

39.The successful tenderer should make with own arrangements to obtain all materials required for the work.

40.The Contractor shall strictly comply with the provision of safety and fire safety code annexed hereto.

41.The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

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

1.25 Sexual Harassment of Women:

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

b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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 or other firm's employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

1.26 Non – Disclosure clause:

a) 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 Service Provider and /or the DB Developer during the course of discharging their 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 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 Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.

b) The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

c) The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reasons.

1.27 Integrity pact

Promise on the part of Employer not to seek or accept any benefit, which is not legally available. Employer to treat all the bidders with equity and reason. Promise on the part of bidders not to offer any benefit or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc. Bidders not to pass any information provided by Employer as part of business relationship to others and not to commit any offence under PC/ IPC Act. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgression with any other company that may impinge on the anticorruption principle. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

_____

(Signature of the Tenderer)

Address: _____

_____

Date _____

Witness _____

(Signature)

Name & Address _____

_____

Date _____

The Conditions Here in before 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 assigning and successors.
b) In the case of company	"Contractor shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.
c) "Site"	Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
d) "This Contract"	Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
e) "Notice in writing"	Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

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 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 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 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 'Replacement of old MS windows with uPVC windows at Ground floor and Shaft area of Reserve Bank of India, Patna

2. **Scope of Contract**: The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
d) The removal and/or re-execution of any works executed by the contractor.
e) The dismissal from the works of any persons employed thereupon.

f) The opening up for inspections of any work covered up.

g) The amending and making good of any defects under clause 19 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor on the signing hereof shall be furnished free of cost one copy of each of the said Drawings and of specifications and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications.

4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, 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.

5. **Authorities, notices and patents**: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of

any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions be 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 positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the 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 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)/Assistant General Manager(Tech)**: The term "Assistant Manager (Tech)/ Manager(Tech)/ Assistant General 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**)** / Assistant General 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**) /** Assistant General 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**) /** Assistant General 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 any 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. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein

and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

13. **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 16 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.

14. 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.

15. **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 Assistant Manager (Tech) / Manager (Tech) / Assistant General Manager (Tech) 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.

16 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.

17 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.

18 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 Con tractor, 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 30 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 21 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 7 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.

19 **Completion certificate:** 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.

20. Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Bank's Engineer and within 120 Days of the receipt of such notice, the Bank's Engineer shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment be made at reduced rates shall be issued. But no certificate of completion, provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work was executed all scaffolding, surplus materials, rubbish, temporary shed been erected or constructed by the contractor(s) and cleared off the dirt from all work, doors, windows, walls, floors or other parts of any building, in, upon or about which the work was executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Bank's Engineer.

21 **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 Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

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

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

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

22 **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.

23 **Insurances:** The contractor shall be responsible for any injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether

immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims. The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract with an approved office, a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The minimum limit of the coverage under the policy shall be Rs. 2 lakhs per person for any one accident or occurrence and Rs. 5 lakhs in respect of damage to property for any one accident or occurrence. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen's Compensation Act** or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract. The Contractor shall be responsible for anything, which may be excluded from the insurance policies above referred to, and also for all other damages to any property arising of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings of damage arising there from. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor. In addition to the above, the Contractor shall insure the work and take **CAR (Contractors All Risk) policy** against loss due to fire, theft, earthquake etc., for the entire contract amount with an approved insurance company till the virtual completion of the work and deposit the policy or policies

with the Employer before commencing the work. In default of the Contractor insuring as provided above, the Employer may so insure and deduct the premiums paid from any money due or which may become due to the Contractor. In case, if for any reason, the Insurance is not taken, by oversight, by the Employer also and the fact comes to light at a later stage, the Employer shall deduct the premium for the Insurance as assessed by the Employer and the contractor shall accept the same without demur. The contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also all other damages to any person, animal or effective carrying out of this contract, whatever may be the reasons due to which the damage shall have been caused. 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 the diligence to rebuild or repair the work 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. The contractor, in case of rebuilding or reinstatement after fire etc, shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall however, not be entitled to reimbursement by the Employer or any shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim arising as set out herein. Without prejudice to his liability under this clause, the contractor shall cause all nominated subcontractors to effect, for their respective portions of the works, similar policies of Insurance in accordance with provisions of this clause and shall produce or cause to produce to the Employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless the above said Insurance Policies are submitted. In the event of failure of the subcontractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

24 **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.

25 **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any approved extended time under the time extension clause, 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 Employer may deduct such damages from any money due to the Contractor.

26 **Delay and extension of time**: If in the opinion of the Employer the works be delayed(a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 2 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

27 **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.

28 **Termination of Contract by the Employer**: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the

Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfil the Contract and to give security therefore, if so required by the Architect.

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

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

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

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

(i) Has abandoned the Contract, or

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

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

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

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

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

shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. 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.

29 <u>Termination of Contract by Contractor</u>:

If, the payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of to 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 Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 19 (General conditions) hereof.

30 Certificates and Payments:

The Contractor shall be paid by the Employer from time to time by instalments on accounts of the work executed when in the opinion of the Employer work to the approximate value named in the Appendix as "Value of work for Interim Payments" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract subject however, to a retention of the percentage of such value named in the Appendix hereto as "Retention Percentage for Interim Payments" until the total amount retained shall reach the sum named in the Appendix as "Total Security Deposit" after which time the instalments shall be up to the full value of the work subsequently so executed and fixed in Building. And the Contractor shall be entitled to the payment of the final balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as "The Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof whichever shall last happen provided always that their completion shall not relieve the Contractor from his liability under Clause 2 and 18 nor relieve the Contractor of his liability 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 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.

On account bills shall be considered for payment after taking detailed item-wise measurements of the work done and considering part rates commensurating with the actual work done. All payment shall be subject to recovery of 5% towards retention money which together with EMD will constitute security deposit. Other recoveries such as income tax work contract tax, service tax, VAT, etc shall be made as per extant rules/laws.

31 **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names in the Appendix carry simple interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.

32 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, 17, 26(a, b, c, d, f) 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 33 hereof in the same way in all respects (including the provisions as to opening the reference).

33 **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 as stated in Clause 32 hereof. But if either the Employer or the Contractor be dissatisfied on a matter, question of dispute of any kind except any of the excepted matters then and in any such case either party (the Employer or the Contractor any such case either party (the Employer or the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring the matters in dispute be arbitrated upon such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no order shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden or reference appoint an Umpire.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted matters referred to

in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

34 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 of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

35. 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.

36 Abandonment of works

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

37. 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.

38. Engagement of Contract Labour: The contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way made liable to the labours engaged by the contractor.

The principal employer shall ensure the presence of his authorized representative at the place and time of disbursement of wages by the contractor to workmen and it shall be the duty of the contractor to

ensure the disbursement of wages in the presence of such authorized representative. The authorized representative of the principal employer shall record under his signature a certificate at the end of the Register of Wages to the (Register of Wages-cum-Muster Roll) as the case may be, in the following form:

"Certified that the amount shown in column No… has been paid to the workman concerned in my presence on ….at…."

SPECIAL CONDITIONS

1. The entire work is required to be completed in 120 Days period time and the contractor therefore has to submit his appropriate schedule of work supported by his infrastructure with adequate support of plants, tools, tackles, labour force etc.
2. Labourers will not be allowed to stay at site.
3. Contractor will have to make his own arrangement to hoist all the material, tools and plants etc. at the place of work as well as lowering down the same along with debris and salvaged material without causing any dust nuisance, spillage and safety hazards. For this purpose, the contractor will have to get his scheme approved well in advance from the employer and shall have to incorporate any changes suggested by him. No debris more than a truckload shall allow to be accumulated at site.

4. The Contractor at his own cost will have to put up proper and sufficient hoarding screen and fence during the time as be necessary for safety and convenience of the staff and visiting public and maintain the same in good condition during work and where necessary cause such hoarding or fence to be well lighted during the night to prevent accidents. Contractor will have to make good without any extra payment, any damage done during the work. The tenderers are requested in their own interest to inspect the site to assess the nature and quantum of work

5. Contractor shall not be allowed to store any of the debris material inside the building. Necessary arrangements shall be made in advance with the prior approval of Engineer-in charge to transport all debris to ground by means of suitable chutes and stack the same wherever directed prior to carting away.
6. Work platforms erected shall be such as to facilitate safe working of workers and supervisors as also to support man, materials and debris on at least three to four levels simultaneously.
7. Contractor shall, before start of the work shall submit his time schedule for repairing various parts of the structure.
8. The contractor shall endeavor to keep dust and dirt nuisance inside the building to minimum. Contractor shall also provide at his cost thick polythene sheets on floors inside Bank premises of sufficient width for labours to walk on / transport the materials, to the complete satisfaction of engineer-in-charge.

9. The work of repairs is required to be carried out with ongoing occupancy. Contractor shall be required to give his best possible co-operation to offer minimum of inconvenience to the occupier to the extent possible.

10. Only the scaffolding as specified in the schedule of quantities shall be allowed to use for repair work as well as plaster work.

11. No labours or contractors'

12. men will be allowed the use of premises of the building.

13. The contractor will need to clear all debris at the completion of work and a certificate to this effect should be signed by respective caretaker of the colony. No bills would be accepted without this declaration.

SPECIFICATIONS AND MODE OF MEASUREMENTS MATERIALS

01. QUALITY

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

02. INSPECTION AND TESTING

All materials before being incorporated into the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests required by this Specification or approved Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his Representative.

03. SAMPLES

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

04. INDEPENDENT TESTS.

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or analyst appointed by the Engineer / Employer in order to check the supplier's works tests and analysis. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective I.S codes. The Contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his Representative, the materials represented will be rejected. The costs of all the tests shall be borne by the contractor.

05. MODE OF MEASUREMENT

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

PREAMBLE

1. Rate of all items must be filled in.
2. Quantities are probable and may vary.
3. Rates for breaking / dismantling to be inclusive of removing the debris. The debris should be brought down through the staircase, to the ground and disposed off from the site periodically.
4. The portion of building wherever dismantling is taken up should be covered with gunny screen totally for avoiding dust.
5. The rates quoted should be inclusive of providing adequate G.I. temporary partitions to bifurcate the working area within the flat to prevent dust nuisance.
6. Temporary covering with planks on the opening of windows etc., wherever windows are removed for repairs etc.
7. Carefully sifting / removing existing antennas for T.V. / cable etc. from the terrace for carrying out the external plastering and for laying waterproofing on the terrace and refixing the same in the original position.
8. Carefully covering the furniture inside the flats with plastic sheets or shifting them if required while the work is in progress and cleaning the area on the end of the day.
9. All the scaffolding to be double layers and no support to be made by making holes in the walls.
10. No labours will be allowed to stay in the colony.
11. No water will be supplied by the bank for the works. The contractor has to make his own arrangement at his cost for the works. Necessary storage tanks etc. will also be made by the contractor.
12. The electric consumption charges for the work will have to be borne by the contractor.

CuM	Represents	Cubic Metre
SM		Square Metre
RM		Running Metre
KG		Kilograms
LS		Lump Sum
NO		Number
QRO		Quote Rate Only
MT		Metric Tonne

BILL OF QUANTITIES

General:

The Bill of Quantities shall be read in conjunction with the Drawings, Conditions of Contract and Specifications as these documents are jointly explanatory and descriptive of the works included in the Contract.

1. General directions and descriptions of work and materials given elsewhere in the Contract documents are not necessarily repeated in the Bill of Quantities. Reference is to be made to the other documents for information.
2. The Contractor shall be deemed to have visited the site before preparing his tender and to have examined for himself the conditions under which the work will be priced and all other factors affecting the execution of the work and the cost thereof.
3. The Quantities of work and material in the Bill of Quantities are not to be considered as limiting or extending the scope of work to be done and materials to be supplied by the Contractor. The quantities in the Bill of Quantities are an estimate of the amount of work but the work will be measured on complete and the contractor will be paid on the actual measurement of work approved by the Consultant.
4. Any special methods of measurements used are stated at the head of or in text of the Bills of Quantities for the items affected. All other items are measured net in accordance with the drawings and no allowance has been made for wastage.
5. The prices and rates inserted are to be the full inclusive value of the works described under the various items, including all costs and expenses which may be required for the completion of the work described, together with all cost and obligations set forth or implied in the Conditions of Contract, Specifications and the Drawings.
6. Unless otherwise specified measurements shall be as per the relevant provisions of IS:1200.

Appendix Hereinbefore Referred To

1. Defects liability Period	1 Year from the date of issue of virtual completion certificate.
2. Period of final measurement	3 months from the date of final commissioning.
3. Date of commencement	10th day from the day of commencement or handing over the site of work whichever is later.
4. Date of completion	**120 Days** from the date of commencement of work.
5. Earnest money deposit (EMD)	₹83,129/-
6. Liquidated Damages	0.25% per week of **Contracted value of work per week** subject to a max of 10% of the accepted tender amount will be levied).
7. Retention Money (RM)	5% from Final Bill
8. Total Security Deposit (RM)	Retention Money
10. Instalment of Security Deposit to be refunded after virtual completion	Full E.M.D. will be refunded after virtual completion of the work and retention money will be released after successful expiry of defects liability period.
11.Value of work for interim payment	Rs. 15 lakhs
12. Period of honouring final certificate	3 Months
13. Interest for delayed payment	3% (three percent) Simple interest per annum

Place: Signature of the Contractor

Date: With the seal of their Company

General Conditions

Civil and Carpentry Works

1. **Scope of Work**: The scope of work covers Conversion of School building into Community Hall in Digha Staff Quarters of Reserve Bank of India, Patna" for the Reserve Bank of India in accordance with drawings and specifications prepared by and under the direction and to the satisfaction of the Bank.

2. **Contract**: The form of contract shall be according to the printed form "conditions of contract". The following clauses shall be considered as an extension and not in the limitation of obligation of the contractor.

All-important drawings are to be mounted on boards and placed in racks and indexed.

3. **Dimensions:** Figured dimensions are in all cases to be accepted in preference to scaled sizes. Large scale details take precedence over small scale drawings. In case if discrepancy the contractor is to ask for clarification before proceeding with the work.

4. **Contractor to include in his/her rates**: The Contractor shall include all the items while forming the rate.

5. **Contractor to inspect site**: The Contractor shall visit and examine the site of work and satisfy himself as to the nature of the existing roads or other means of communications, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or the grounds of insufficient description will be allowed. All expenses incurred by the contractor in connection with obtaining information for submitting this tender including his visits to site or efforts in compiling the tender shall be borne by the Tenderer and no claims for the reimbursement thereof shall be entertained

6. **Access to Site:** The contractor is to include in his rates for forming access to the site, required for the works.

7. **Setting out:** The contractor shall set out the works in accordance with the plans. All grid/center line shall be marked out to the satisfaction of the Employer. The contractor shall be responsible for the correctness of the lining out and any inaccuracies are to be rectified at his own expenses.

8. **Treasure Trove: (If Applicable)**: Should any treasure, fossils, minerals, or works of art of a queried interest be found while carrying out the works, the contractor shall give immediate notice to the Employer of any such discovery and shall hand over such find to the Employer.

9. **Access for Inspection:** The Contractor is to provide at all times during the progress of the works and the maintenance period proper means of access, with ladders, etc. and the necessary attendance to move and adapt as directed for the inspection of measurement of the works by the Employer.

10. Attendance upon all Trades: The general contractor shall be required to attend on all the Tradesmen or Sub- contractors/contractors appointed by the Employer for water supply and sanitary, Electrical Installation, Lifts, Air-conditioning, Security Equipment, Hardware, Telephone and other specialist contractors. The rates quoted shall be inclusive of all attendance and also allow the other contractors, appointed by the Employer, use of his scaffolding and retain until such time the relevant sub-contract works are completed

11. Gatekeeper & Watchmen: (If Applicable as instructed by Employer): The contractor from the time of being placed in possession of the site must make arrangements for watching, lighting and protecting the work, all materials, workmen and the public by day and night on all days including Sundays and Holidays at his own cost.

12. Cost of Transporting: The contractor shall allow in his own cost for all transporting, unloading, stacking and storing of supplies and goods and materials for this work on the site and in the places approved from time to time by the Employer. The contractor shall allow in his price for transport of all materials (controlled or otherwise) to the site.

13. Materials, Workmanship and Samples: Materials shall be of approved quality and the best of their kind available and shall generally conform to I.S. Specifications. The contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead of requirements for use in the work. The work involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the Employer. Rates for Non-tender Items:

14. Rates of items not included in Schedule of quantities shall be settled by the Employer as mentioned in the variation clause of the Contract conditions.

15. Rates to include: The rates quoted shall be for all leads and lifts and finished work.

16. To ascertain from Contractor for the other Trades: The Contractor shall ascertain from other contractor as directed by the Employer all particulars relating to their work with regard to the order of its execution and the position in which chases, holes and similar items will be required, before the work is taken in hand as no claims for extras will be allowed for cutting away work already executed in consequence of any neglect by the contractor to ascertain these particulars beforehand. Before ordering materials, the contractor shall get the sample approved from the Employer well in time.

17. Testing of Work and Material: The contractor shall arrange to test the materials to be used for the work as decided and directed by the Employer, at his cost in order to prove their soundness and efficiency. Before sending the samples of materials for testing, the samples shall be sealed and signed jointly by the contractor and the representative from the Employer and each sample shall be given distinct identification mark. On receipt of various test reports, proper record shall be maintained for all the test carried out showing respective identification marks of the samples and results. If after any such tests, the work or portion of works is found to be defective or unsound in the opinion of the Employer the contractor shall pull down and redo such works at their own cost. The materials found to be defective or declared unsound or not conforming to specifications etc., after testing, shall be immediately removed from the site by the contractor.

In case, the contractor fails to get the work / portion of works / materials tested at appropriate time, the Employer will arrange for getting such testing done and all testing charges and other incidental expenditure incurred by the Employer in connection with such tests shall be recovered from the Contractor.

After any such tests, the work or portion of works is found to be defective or unsound in the opinion of the Employer, the contractor shall pull down and redo such works at their own cost. The materials found to be defective or declared unsound or not conforming to specifications etc., after testing, shall be immediately removed from the site by the contractor.

18. Clearing of Site: As work is to be carried out in office premises the contractor shall remove debris and clean the premises at the end of every day on his expense and maintain the area in clean and tidy conditions.

List of Approved Material and Suppliers

S/N	Materials	Approved Manufacturer / Brand name
1.	Cement	Larsen & Toubro, Birla Gold, Gujarat Ambuja, ACC or approved equivalent.
2.	Marine Plywood	Kitply, Anchor, Century, Sylvan ply, green ply or approved equivalent
3.	BWR grade phenol bonded plywood	Swastik, Kit/Kenwood, Mayur, Sylvan ply, Century, green ply or approved equivalent
4.	Block Board	Mysore Mafatlal, Sylvan ply, Century, green ply or equivalent approved.
5.	Fiber Board (MDF, LDF)	Nuwud, Novapan, Swastik, Anchor, Century or approved equivalent
6.	P.O.P. Board	Gypsum India or approved equivalent
7.	Laminates	Formica, Decolam, Neoluxe, NAVImika, Green Lam , Century or approved equivalent
8.	Handles	Godrej, Dorma, Hafele or approved equivalent. or approved equivalent
9.	Glass	Modi Guard, Saint Gobain, Float Glass India (Asahi) or approved equivalent
10.	Soft Board	Jolly Board or equivalent approved.
11.	Screws	G.K.W., Atul, Hilti or approved equivalent.
12.	Hardware	Earl Bihari (EBCO), Shalimar, Vijayan, Sobbit or approved equivalent.
13.	Adhesive	Fevicol SH, Movicol HV of Mafatlal. Araldite of Ciba Geigy, Bal Endura or approved equivalent
14.	Door Closers and Varnish	Dorma, Everite, Hardwyn, Godrej or approved equivalent
15.	Locks	Godrej, Enox, Vision/Vijayan or approved equivalent
16.	Wood preservative	Berger, Shalimar, Asian or equivalent approved.
17.	G.I. Sheets	TISCO, SAIL, JINDAL or approved equivalent
18.	Cement Primer	Nerolac, Berger, Asian Paint or approved equivalent
19.	Acrylic Emulsion paints synthetic	Nerolac Berger, Asian Paint or approved equivalent

20	Enamel paints	Nerolac, Berger, Asian Paint or approved equivalent
21	Wood primer	Shalimar, Asian, Berger. or approved equivalent
22	Zinc chromate (yellow) primer	Shalimar, Asian, Berger or approved equivalent
23.	Vitrified tiles	H&R Johnson, Nitco , Kajaria, Naveen, Somani, RAK or approved equivalent
24.	Synthetic Carpet	Donair or equivalent
25.	Mineral Fiber Tile	Armstrong, or equivalent
26.	Framing for Mineral Fiber Tile	Select Black Reveal by Armstrong or approved equivalent
27.	PPR/UPVC Pipe	Prince, Supreme or equivalent or approved equivalent
28.	Gypsum Board	Saint Gobain or Gypsum India or Equivalent.
29.	AAC Block	Ecolight or Siporex or Equivalent.
30.	FRP Frame and Door	Everlast, Shreeji or Equivalent
31.	Fire Retardant Paint	Shalimar, Berger, or approved equivalent
32.	Aluminium Section	Jindal, Hindalco or approved equivalent
33.	Tile Adhesive or grout	Bal Endura, Roff, Pidilite, Fosroc or approved equivalent
34.	Floor Spring	Dorma, Hafele,Doreset or approved equivalent
35.	Corian	Corian, Merino, LG or approved equivalent
36.	Flush Door	Century, Green or approved equivalent
37.	uPVC Window	Fenesta or approved equivalent
38.	Texture Paint	Nerolac, Berger, Asian Paint or approved equivalent
39.	Kitchen Sink	Nirali or approved equivalent
40.	Sink Cock	Jaguar or approved equivalent
41.	Putty	Birla White, JK Wall Putty or approved equivalent

Place: **Name of the Contractor:**

Date: **Address:**

Annex – I

Draft of Bank Guarantee for Earnest Money Deposit (To be stamped as Security Bond)

In consideration of Reserve Bank of India, Patna (hereinafter called "the Reserve Bank") having agreed to exempt M/s. _____ _____ (hereinafter called "the said tenderer") from the demand under the terms and conditions of the tender for '**Replacement of old MS windows with uPVC windows at Ground floor and Shaft area in Main Office Premises of Reserve Bank of India, Patna** (hereinafter called "the said tender") of Earnest Money for the due fulfilment by the said tenderer of the terms and conditions contained in the said tender on production of a Bank guarantee for **Rs _____/- (Rupees _____ only)**. We (hereinafter referred to as "the Bank") do hereby agree and undertake to indemnify and keep indemnified the Reserve Bank to the extent of **Rs. _____/- (Rupees _____ only)** against any loss or damage caused to or suffered by the Reserve Bank of India by reason of any breach by the said tenderer of any of the terms and conditions contained in the said tender and pay to the Reserve Bank of India on demand without demur the said sum of **Rs._____/- (Rupees _____ only)** within a period of one week from the date of receipt of demand from the Reserve Bank of India. Any statement made by the Reserve Bank of India and the amount mentioned in the demand notice given to us shall not be called in question by us and shall be conclusive proof regarding the amount that is payable under the guarantee and that we shall not demand any proof thereof. We further undertake that we will make the payment pursuant to the demand notice issued by the Reserve Bank of India not withstanding any dispute that may exist or arise between the Reserve Bank of India and the tenderer or any other person.

We, _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Reserve Bank of India under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till the Reserve Bank of India certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee subject however, that the Reserve Bank of India shall have no rights under this

guarantee after the expiry of **four months or till such extended period** required for completion of the entire work at the request of the tenderer and/or the Reserve Bank of India.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Reserve Bank of India in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to **Rs.-**

_____/- (Rupees _____ only). Our guarantee shall remain in force until **four Months or such extended date**, which may be granted by us at the request of the tenderer, and/or the Reserve Bank of India. Unless a suit or action to enforce a claim under this guarantee is filed against us within **three months** thereafter, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability there

Annexure-II

FORM OF PERFORMANCE BANK GUARANTEE

(On Non-Judicial Stamp Paper of appropriate value)

This deed of guarantee made this day of_____ between Bank of_____ (hereinafter called the "Bank") of the one part, and Reserve Bank of India, (hereinafter called "RBI") of the other part

Whereas RBI, has awarded the Contract for ----------(Name of the Project)……
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for Reserve Bank of India (hereinafter called the "Contract") to _____ (Name of the contractor) _____ (hereinafter called the "Contractor").

AND WHEREAS the contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of Rs._____ (Rupees___ _____ only) (Amount in figures and words).

1. Now we the undersigned_____ _____(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of_____ _____(Full name of Bank), hereby declare that the said Bank will guarantee RBI the full amount of Rs._____ (Rupees ____ _____ only (Amount in figures and Words) as stated above.

2. After the Contractor has signed the aforementioned Contract with RBI, the Bank is engaged to pay RBI, any amount up to and inclusive of the aforementioned full amount upon written order from RBI to indemnify RBI for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by RBI immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the contractor. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid till _____ (date to be mentioned) (date of virtual completion) or the extended period, thereof)

4. At any time during the period in which this guarantee is still valid, if RBI agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para Numbered 2above, it is understood that the Bank will extend this Guarantee under the same terms and conditions for the required time on demand by RBI and at the cost of the contractor.
5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
6. The neglect or forbearance of RBI in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by RBI for the payment hereof shall in no way relieve the bank of their liability under this deed.
7. The expressions “RBI”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ---------- day of ---------- (Month) **2026** being herewith duly authorized.

For and on behalf of
The…….Bank.

Signature of authorized Bank official

Name: ……

Designation: ……

Stamp/Seal of the Bank:

……

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

WITNESS-1

Name: ……..

Address: …….

Signature: …….

WITNESS-II

Name: ……..

Address:……

Signature: …….

Annexure-III

Pro-forma of Bank Guarantee for Security Deposit

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

Regional Director
Reserve Bank of India
Estate Department
Patna-800001

Date:
Place:

Dear Sir,

Replacement of old MS windows with uPVC windows at Ground floor and Shaft area in Main Office Premises of Reserve Bank of India, Patna

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at PATNA (hereinafter called the 'Employer') has invited tenders for the work " Replacement of old MS windows with new uPVC windows at first floor of bank's main office premise, Reserve Bank of India, Patna" (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs._____/-(Rupees only) towards satisfactory performance as per the tender.

2. M/s _____(hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs._____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

1. We (Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs. _____ (Rupees only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.____ _____/- only). (Rupees _____ only).

2. Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ only) We also agree to undertake to and confirm that the sum not exceeding Rs._____/- (Rupees_____only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that -

a) Any forbearance or commission on the part of the Reserve

b) Our liability under these presents shall not exceed the sum of Rs._____/- (Rupees_____ only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein above on the _____or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of Bank.
(Authorized official with seal)

Un-priced Schedule of Quantity			

Sl No.	Description	Area	Unit
1	Removal of Windows		
	Taking out window and window shutters (steel), frame, Ventilator etc. including scaffolding, proper stacking of material at identified location and making good the damages as directed by Bank's Engineer.		
	Of area 3 sqm. and below	229	No.
2	Plaster repair works		
	Providing and applying internal plaster 15 mm or more thick plaster in cement mortar 1:4 (1 Cement: 4 fine sand) to wall surface in CM of desired proportions at all heights & levels with all leads & lifts matching to the surroundings including scaffolding, curing & site cleaning etc., all complete as directed by the Bank's Engineer-In-Charge.	135	Sqm.
3	uPVC Window		
	Providing and Fixing factory made uPVC glazed windows comprising of lead free uPVC multi-chambered frame, sash and mullion /coupler (where ever required) extruded profiles having minimum wall thickness of 1.70mm for series R1 and R2 profiles and 2.10 mm for R3 and R4 profiles confirming to EN: 12608 in any shape, colour and design duly reinforced with galvanised mild steel section made of required shape & size as per CPWD specification, uPVC extruded glazing beads, interlocks and Inline sash adapter (Where ever required) of appropriate dimension, EPDM gasket, hardware,SS 304 grade fasteners of minimum 8mm dia with countersunk head, comprising of matching polyamide PA6 grade sleeve for fixing frame to finished wall as per IS 1367: Part 1 to 14, plastic packers, plastic caps and necessary stainless steel screws etc. Profile of frame, sash & mullion (if required) shall be mitred cut and fusion welded/mechanically jointed duly sealed at all corners including drilling of holes for fixing hardware and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod of approved size and quality, all complete as per approved drawing confirming to CPWD specification & direction of Engineer-in-Charge. Section of steel reinforcement and cross section of uPVC profiles to be as per design approved by Bank's Engineer-in-Charge.		

	Rate shall be inclusive of providing & fixing glazing of double glass unit (6mm clear toughened + 12mm ARG + 6mm clear toughened) with high performance coatings as per design requirement confirming to IS: 3548 & IS: 16321.		
	Rate shall also be inclusive of sealing the gap between uPVC frame and walls with silicone and temporarily closing the window with commercial ply after removal of MS Windows till uPVC windows are fixed in its place, erection and dismantling of scaffolding for the work.		
a	**Window**		
	Casement window double panels with fixed mullion with S.S. 304 friction hinges as per size and weight of sash, multi-point locking system, zinc alloy (zamak) powder coated handles.		
	Size of frame (50mm & above) x (45mm & above) & sash (45mm & above) x (78mm & above) & mullion (45mm & above) x (70mm & above). (Height upto 1.8m).		
	i) Size of Window: 0.85m X 1.47m	**149**	**Sqm.**
	ii) Size of Window: 1.18m X 1.47m	**11**	**Sqm.**
b	**Fixed window**		
	Casement window double panel with fixed mullion and with fixed panel with S.S. 304 friction hinges as per size and weight of sash, single-point locking system, zinc alloy (zamak) powder coated handles.		
	Size of frame (50mm & above) x (45mm & above) & sash (45mm & above) x (78mm & above) & mullion (45mm & above) x (70mm & above). (Height upto 1.2m).		
	i) Size of Ventilator: 0.85m X 1.47m	**98**	**Sqm.**
	ii) Size of Ventilator: 0.85m X 1.16m	**26**	**Sqm.**
4	**Wall Putty**	**135**	**Sqm.**
	Providing and applying white cement based putty of average thickness 1mm or more of approved brand and manufacturer, over plastered wall surface to prepare the surface even and smooth, including scaffolding etc. complete as directed by Bank's Engineer.		
5	**Plastic Emulsion Paint**	**135**	**Sqm.**

	Providing and applying a coat of oil-based cement primer of approved manufacturer and two or more coats of 1st quality premium acrylic emulsion paint of approved manufacturer and shade as per specifications to the walls, ceilings, columns, beam faces etc. complete as directed by Bank's Engineer. The rate shall include hacking of surface, sand papering, providing additional layers to get even and smooth surface, scaffolding required for completion of work.		
6	**Rebate**		
	Rebate for carting away old MS windows along with glass removed from Bank Building for replacement with uPVC windows outside of Bank's premises and its disposal at a suitable location etc. complete as directed by Bank's Engineer.	**229**	**Nos.**