आरबीआई बीकेसी, बांद्रा (ई), मुंबई, कार्यालय भवन में स्टाफ कैंटीन में फर्नीचर प्रदान करना और लगाना - ई-निविदा की अनुसूची

संपदा कक्ष, बीकेसी, भारतीय रिज़र्व बैंक, उपर्युक्त कार्य हेतु भारतीय रिज़र्व बैंक, मुंबई के पैनल में शामिल ठेकेदारों से ₹10 लाख से ₹25 लाख के बीच लागत वाले "मॉड्यूलर वर्क स्टेशन / मॉड्यूलर फर्नीचर / स्टोरेज की प्लानिंग, डिजाइनिंग, सप्लाई और इंस्टॉलेशन" की श्रेणी में ई-निविदा आमंत्रित करता है। निविदा सीपीपी के ई-निविदा पोर्टल (https://etenders.gov.in) के माध्यम से की जाएगी। सभी इच्छुक पात्र सूचीबद्ध ठेकेदारों को निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से सीपीपी पोर्टल के साथ अपना पंजीकरण कराना होगा। कार्य की अनुमानित लागत ₹16.50 लाख है।

निविदा की अनुसूची (एसओटी)

क्रम	गतिविधि	तारीख और समय
1	ई–निविदा नं.	आरबीआई/मुंबई क्षेत्रीय कार्यालय/संपदा बीकेसी/26-27/8
2	कार्य का नाम	आरबीआई बीकेसी, बांद्रा (ई), मुंबई, कार्यालय भवन में स्टाफ कैंटीन में फर्नीचर प्रदान करना और लगाना
3	कार्य की अनुमानित लागत	₹16.50 लाख
4	कार्य प्रारंभ करने के लिए लिखित आदेश की तिथि से 14वें दिन से कार्य पूरा करने की अनुमत अवधि	1 महीने
5	निविदा माध्यम	सीपीपी पोर्टल (https://etenders.gov.in) के माध्यम से ऑनलाइन ई-खरीद प्रणाली (भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - कीमत/वित्तीय बोली)
6	सीपीपी पोर्टल पर डाउनलोड के लिए एनआईटी (पूर्ण निविदा सहित) की उपलब्धता तारीख	**25 नवंबर, 2026 (बुधवार), शाम 5:00 बजे से**
7	बोली-पूर्व बैठक की तिथि	**22 दिसंबर, 2026 (मंगलवार)** को सुबह 11:00 बजे से ऑफलाइन, सी-8, आठवीं मंजिल, संपदा कक्ष, बीकेसी, भारतीय रिज़र्व बैंक, बीकेसी कार्यालय, मुंबई-400051 पर
8	बोली-पूर्व बैठक के कार्यवृत्त अपलोड करने की तारीख	**24 दिसंबर, 2026 (गुरुवार)**
9	निविदा शुल्क	शून्य
10	बयाना जमा राशि (ईएमडी)	शून्य

11	ऑनलाइन तकनीकी-वाणिज्यिक बोली और कीमत बोली प्रस्तुत करने के लिए ई-निविदा शुरू होने की तारीख	**24 दिसंबर**, **2026 (गुरुवार)** शाम **5:00 बजे से**
12	ऑनलाइन तकनीकी-वाणिज्यिक बोली और कीमत बोली जमा करने के लिए अंतिम तारीख और समय	**04 जनवरी, 2027 (सोमवार)** को दोपहर 03:00 बजे तक
13	निविदाओं के भाग-I (अर्थात तकनीकी-वाणिज्यिक बोली) को खोलने की तारीख और समय	**05 जनवरी, 2027 (मंगलवार);** दोपहर 03:00 बजे के अपराह निविदा भाग–I खोलने का स्थान: संपदा कक्ष, बीकेसी, सी-8 आठवीं मंजिल, भारतीय रिजर्व बैंक बीकेसी, मुंबई-400051
14	निविदाओं के भाग-II (कीमत बोली) को खोलने की तारीख और समय	भाग-II (कीमत बोली) को खोलने की तारीख और समय बाद में योग्य विक्रेताओं को सूचित किया जाएगा

"यह सूचना केवल जानकारी के लिए प्रकाशित की जा रही है और इस सीमित निविदा में बोली लगाने के लिए खुला आमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित क्रयकर्ता संस्था के सूचीबद्ध ठेकेदारों तक सीमित है। अवांछित प्रस्तावों को अनदेखा किया जाएगा। हालाँकि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार आरबीआई के साथ सूचीबद्धता के लिए आवेदन कर सकते हैं।"

क्षेत्रीय निदेशक
महाराष्ट्र

RESERVE BANK OF INDIA

Estate Cell, BKC Office,

Mumbai - 400051

e-TENDER FOR

Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai

Part I (Techno-Commercial Bid)

Name of Bidder _____

Address_____

Date of Pre-Bid meeting: Offline: December 22, 2026

Venue: Conference Room in the Estate Cell, C8-8th Floor, BKC Office, Reserve Bank of India, Mumbai – 400051

Due Date and time of Submission of e-Tender: 03:00 PM on January 04, 2027

भारतीय रिज़र्व बैंक
संपदा कक्ष, बीकेसी, मुंबई

Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai

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DISCLAIMER

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

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by Reserve Bank of India in submitting the e tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

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

Schedule of e-tender

Sr. No.	Event	Date and Time
1	E-tender No.	RBI/Mumbai Regional Office/Estate BKC/26-27/8
2	Name of the Work	Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai
3	Estimated cost of the work	₹16.50 Lakh
4	Time allowed for completion of the works from 14th day from the date of written order to commence work	1 month
5	Mode of e-Tender	Online e-Procurement System (Part I - Techno-Commercial Bid and Part II - Price/ Financial Bid) through CPPP website (https://etenders.gov.in)
6	Date of NIT (along with complete tender) available to download-on CPPP website	**November 25, 2026 (Wednesday)** from 05:00 PM onwards
7	Date and place of Pre-bid Meeting	**Offline December 22, 2026 (Tuesday) at 11:00 AM** Venue: Estate Cell, BKC, C-8 8th floor, Reserve Bank of India BKC, Mumbai-400051
8	Date of upload of minutes of pre-bid meeting	**December 24, 2026 (Thursday)**
9	Tender Fees	Nil
10	Earnest Money Deposit (EMD)	Nil
11	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at	05:00 PM on **December 24, 2026 (Thursday)**

12	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	Up to 03:00 PM on **January 04, 2027 (Monday)**
13	Date and time for opening of Part-I of the tender (i.e., Techno-Commercial Bid)	On **January 05, 2027 (Tuesday);** 03:00 PM onwards at Estate Cell, BKC, C-8, 8th floor, Reserve Bank of India BKC, Mumbai-400051
14	The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently)

2. The Bank is not bound to accept the lowest Tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason therefor.

3. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and CPP Portal as given above and will not be published in the newspaper.

Important Note

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

2. In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in the un-priced bill of quantities given in Part-I of the tender.

Date: -

Signature and seal of the Tenderer

Place: -

Name and address:

e-mail

Phone/Mobile no

Important instructions for e-tender (CPPP Portal)

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the Central Public Procurement Portal (CPPP) https://etenders.gov.in/eprocure/app

Process of E-tender: Bidder manual kit is available on home page.

A) Registration for new bidder: The process involves vendor's registration with CPP portal which is free of cost. https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page

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

Email 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

B) Contact person (RBI)
For Technical Queries

- Shri Aneek Roy Choudhury, AM (Tech-Civil) Contact no. 9577894247 aneekrc@rbi.org.in
- Shri S.W.Meshram, AGM (Tech-Civil) Contact no. 8871036496 swmeshram@rbi.org.in

For e-Tender Queries

- Shri K. Vishnu Vardhan (AM – Contact no 9493034874) vardhankv@rbi.org.in

BRIEF PARTICULARS OF THE WORK

Description of Work: Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.

The scope of proposed work shall be as per the schedule of quantities & specifications given in this tender document. Some of the major items of works covered are listed below (in brief):

A) Civil works: -

Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.

B) It is not the intent to specify completely herein all details of design and construction of the works covered under this enquiry. Scope of work may also include such other related works as indicated in the drawings and /or schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Engineer-in-Charge and as directed hereunder. All works shall confirm in all respects to high standards of engineering, design and workmanship and shall, fulfill the anticipated performance during the CONTRACTOR's guarantee period in a manner acceptable to the Engineer-in-Charge who shall have the power to reject any works or materials which in his judgment are not in full accordance with the specification requirements as directed hereunder.

Various works covered in this specification shall include furnishing of all materials, labour, tools plants and equipment, transportation, fabrication, supervision and construction as per construction as shown herein and as directed by the Engineer-in-Charge.

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

Place **Signature of bidder**
Date

FORM OF TENDER

Place:

Date:

To,

Regional Director,

Estate Department, BKC

Reserve Bank of India,

Mumbai

Dear Sir,

Having read and examined the Notice Inviting Tender, specifications, designs, schedule of quantities, various schedules, General conditions of contract and clauses, Special conditions of contract, General rules and instructions to tenderers and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Conditions of Contract, the Articles of Agreement, Special Instructions, Schedule of Quantities and Special 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

Tender Reference no.	**RBI/Mumbai Regional Office/Estate BKC/26-27/8**
Name of the Work:	Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.
Estimated Cost of the Work	₹16.50 Lakhs
Earnest Money Deposit (EMD)	NIL
Performance Bank Guarantee (PBG)	Performance Bank Guarantee for an amount equal to 5% of contract value
Retention Money Deposit (RMD) / Security Deposit (SD)	5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money.
Time allowed for completion of work	1 Month

2. We agree to keep the tender open for the validity period specified in Schedule 'B' of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.

3. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period specified in Schedule C', I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified in Schedule 'C', I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

4. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Employer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.

6. I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

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

8. Our bankers are (Name and full address)

(i)	
(ii)	

The names of partners of our entity are:

(i)	
(ii)	

Name of the partner of the entity authorized to sign	
OR	
Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney in the prescribed format as per Annex 5 of this tender should be attached)	

Yours faithfully,

Signature of Tenderer with seal

Signatures and addresses of witnesses

	Signature	Address
(i) (ii)		

Place:

Date:

General Rules and Instructions to the bidders

1. The bidder who fulfils following minimum pre-qualification criteria shall only be eligible for participating in tender process.

PRE-QUALIFICATION CRITERIA **(Not Applicable for Empaneled Vendor)**

A	Composition of the entity/organization	Details of Registration of the entity/organisation-whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Cooperative Body etc. - Name of Registering Authority, Date, and Registration number, etc. The Bidder should have valid Goods and Service Tax registration.	Bidder should furnish the following supporting documents: (i) Copy of registration certificate. (ii) Copy of the Articles of Association/ Power of Attorney/other relevant document (iii) Copy of Goods and Service Tax registration certificate (iv) Details of registration of labour along with EPF and ESI documents if any.
B	Duration of past Experience **(Not Applicable)**		

C	Minimum value of each completed similar work/s (qualifying) during specified period. **(Not Applicable)**		
D	Annual financial turnover. **(Not Applicable)**		
E	Solvency **(Not Applicable)**		

Note:

(i) **Similar work** shall mean providing and fixing of furniture.

(ii) Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.

(iii) It is clarified that the work executed by the applicant for their in-house or capital use will not be considered for the purpose of work experience of completion of similar works.

(iv) The bidder who fulfil the pre-qualification criteria shall only be eligible for participating in tender process.

(v) The bid submitted by a bidder who is found to be not satisfying the above prequalification criteria will be disqualified. Bids found to contain false and /or incomplete information and /or cartelization and /or concealment of fact are liable for rejection.

2	**Bids in Two bid system**
	The tender in two parts (Part I comprising of duly filled tender part I, complete, EMD, technical bid/details, literature etc. and Part II comprising of duly filled-in tender part II) should be submitted online as e-Tender using digital signature not later than the date and time of submission of tender/bid online. No tender will be accepted after the specified date and time for submission of tender under any circumstances whatsoever. Bids shall be submitted online only and those received in physical form will not be entertained.
3	**Debarment**
	1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity: (i) The entity shall be debarred if they commit any of the following acts a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process. b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process. d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

	e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly. f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process. g. obstruction of any investigation or auditing of a procurement process. h. making false declaration or providing false information for participation or cartelization or concealment of fact in a tender process or to secure a contract. (ii) failed to disclose conflict of interest. (iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity. 2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc. **3.** If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. 4. If the bidder fails to take up the works after the work order has been issued, subject to other conditions of this tender. Further if the work is taken up through empaneled vendor, following additional conditions shall also be governed: a) Fail to execute any awarded contract b) Is proved to be responsible for doing defective works. c) Persistently violates conditions of the contract. d) Is declared or is in the process of being declared bankrupt/insolvent wound up, dissolved, or partitioned e) Violates labour laws and regulations.	
4	**Documents Comprising Tender/ Bid**	
	Part I: (Techno-Commercial Bid)	
	i)	Form of Tender/Bid

	ii)	Earnest Money Deposit	
	iii)	Checklist, if any	
	iv)	Power of Attorney (as per proforma annexed hereto) in favour of person signing the Bid	
	v)	E-Tender transaction fee shall be paid as specified.	
	vi)	Duly filled-in and signed tender document consisting of:	
		a)	Entire Tender Document
		b)	All formats towards pre-qualification/eligibility criteria etc., annexed hereto duly filled in along with relevant documents.
	vii)	Integrity pact in the approved proforma annexed hereto, if applicable.	
	Part II: (Price Bid)		
	Schedule of Quantities, duly filled-in online.		
5	**Clarifications and pre-bid meeting**		
	If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.		
	In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a **Pre-bid meeting** shall be arranged on **the date, time and venue specified.** The bidders are advised to peruse the tender and submit any matter requiring clarification to the RBI latest by **4:00 PM** on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.		

6	**Amendment to Tender document**	
	i)	At any time prior to the deadline for the submission of tender/bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment and will be uploaded on website
	ii)	The said amendment in the form of the addendum/ corrigendum will be made available on website of RBI to all the prospective bidders to whom the tender documents issued online and this communication will be in writing and same shall be binding on the bidders. The prospective bidders should promptly acknowledge receipt of the addendum/corrigendum by courier/e-mail to RBI. The addendum (s), if any, issued will form part of the contract document.
	iii)	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.
7	**Item Rate Tender**	
	The Bidder should note that unless otherwise stated, the tender is strictly on item rates 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. Rates quoted shall remain firm for a variation upto '(+) 25%' of the specified quantities of each item in the Schedule of Quantities.	
8	**Preparation of bid and Cost of bidding**	
	i)	The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a 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 the work, nature of the work and all matters pertaining thereto.
	ii)	The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions

		and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.
9	**Format to be used**	
	The bidder must fill up and submit only the tender forms/formats issued (online) by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection	
10	**Filling of Rates**	
	i)	Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. In case of such discrepancy, the rate quoted in the words for particular item shall be considered. The amount for each item should be worked out and requisite totals should be given in the specified column.
	ii)	In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the tender shall be considered incomplete and shall not be considered.
	iii)	No advice of any change in rate or conditions after the opening of the tender will be entertained.
11	**Earnest Money Deposit (EMD)/Bid security (Not applicable)**	
	i)	The bidders are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount as specified along with the tender (Part –I).
	ii)	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest in due course.
	iii)	The Earnest Money Deposit (EMD) paid by the successful bidder 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. On submission of the Performance Bank Guarantee (PBG), the EMD shall be returned in due course.

	iv)	Release of EMD: The Earnest Money Deposit of tenders other than successful tenderer shall be returned/refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier. The EMD amount will not bear any interest.
	v)	Forfeiture of EMD: The EMD will be forfeited (i) if the vendor / contractor withdraws bid after opening of the Price Bid or (ii) if the vendor / contractor fails to commence the work after award within the prescribed time limit (iii) Violation of Integrity Pact
12	**Signing of Bid, Power of Attorney**	
	i)	Each of the tender documents should be digitally signed as per instruction of e-tender by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Rules and Instructions to bidders including prequalification criteria, General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.
	ii)	The tender submitted online on behalf of an entity must be digitally signed as per instructions of e-tender. It must be digitally signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be uploaded along with the tender, or it must be digitally signed by a partner who has the necessary authority on behalf of the entity to enter into the proposed contract and it must disclose that the entity is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.
	iii)	Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto.
13	**Modification / substitution / Withdrawal of Bids**	
	i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.

	ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
14	**Bid Due Date**	
	Bids should be submitted online as specified in instructions to e-Tender on or before the stipulated time and date as specified in Schedule 'B'. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.	
15	**Late Bids**	
	No bid will be received after the due date/last date and time specified for submission of bids in schedule 'B' or after the extended Bid due date, If any.	
16	**Opening of Bids**	
	Duly filled tender Part I, accompanied by EMD, prequalification criteria, technical details, literature etc., called Part I of the tender, will be opened on e-Tender mode on the time and date, as specified at this office, by the tender inviting authority or his authorized representative in the presence of authorized representatives of the bidders who choose to be present. Duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents and prequalification criteria, only will be opened on the time and date, as specified, at this office, by the tender inviting authority in presence of the authorized representatives of the qualified bidders.	
17	**Bid Validity**	
	Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule of tender from the date of opening of the Part-I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.	
18	**Clarification & Evaluation of Bids**	
	RBI would subsequently examine and evaluate bids as below:	
	i)	Duly filled tender, complying to all the requirements mentioned in this document shall only be opened.
	ii)	The price bids of unqualified bidders will not be opened and communication will be sent in this regard.

	iii)	Rates quoted for each item shall be considered during verification/ scrutiny.
	iv)	If the rates in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.
	v)	Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.
	vi)	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
	vii)	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected. Banks reserves the right to ask the bidder with lowest tender amount to furnish necessary guarantees in form of Bank guarantees, as may deem fit to the Employer for successful execution of these items.
	viii)	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
	ix)	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.
19	**Acceptance of Tender and Award of Work**	
	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days	

	from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, 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 executed subsequently.	
20	**Performance Guarantee**	
	i)	The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto. An amount equivalent to Performance Bank Guarantee (PBG) amount may be withhold from vendor's bill with explicit written consent of the vendor, till submission of PBG/ completion of contractual obligations.
	ii)	In case of delays in submission of PBG, charges (late fee) for such delay shall be recovered from the bills of the contractor at Bank rate.
	iii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 2 months beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Bank Guarantee extended to cover such extended time for completion of work.
	iv)	Release of PBG: Will be released on issuance of completion certificate by the Bank.
	v)	Forfeiture of PBG: In case of (i) non-commencement of work (ii) non-performance of contract obligations or fails to comply with any of the conditions of the contract and (iii) violation of Integrity Agreement / Pact by Bank under the provisions of the contract and (iv) in the event of contract being determined or rescinded under provision of any of the Clause/Condition of the agreement.
21	**Retention Money/ Security Deposit**	
	i)	Towards due fulfillment of the contract by the Contractor, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money. This amount **(Retention Money)** will be termed as **Security Deposit**. RBI will release the Security Deposit after rectification of the defects pointed out during the **Defects Liability**

		Period. The contractor can also deposit Bank Guarantee (BG) of equal amount, i.e., 5% of value of the work done in lieu of deduction of the Retention Money. This BG shall be submitted on a date not beyond the date of submission of Interim/Final Bill. The amounts retained by the RBI shall not bear any interest.
	ii)	All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
	iii)	The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
22	**Taxes/ Duties/ Levies**	
	i)	Purchase tax, turnover tax, Excise duty or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same. Applicable Goods and Service tax (GST) is indicated in the price bid.
	ii)	Income Tax, TDS on GST or any other taxes levied by the Government shall be deducted as applicable and RBI will not entertain any claim whatsoever in respect of the same
	iii)	Goods and Service Tax, duties, levies and royalties levied by Central and State Governments or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same
23	**Time for Completion of Work**	
	Time allowed for carrying out the work as mentioned shall be strictly observed by the Contractor and it shall be reckoned from the 14th day from the date of the written work order.	
24	**Work Programme**	
	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The bidder shall, before commencing work, prepare	

	a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Bank.
25	**Employer's right to accept or reject any or all the bids**
	Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.

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

Place **Signature and seal of bidder**

Date

GENERAL CONDITIONS OF THE CONTRACT

Definitions	1	**The Contract** means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the competent authority on behalf of the Employer and the Contractor, together with the documents referred to therein including the General Conditions, Special Conditions, General rules and instructions to bidders, the Technical specifications, designs, drawings, correspondences exchanged and instructions issued from time to time by the Bank . All these documents taken together, shall be deemed to form one contract and shall be complementary to one another.	
	2	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-	
		i)	**Name of work** shall, unless there be something either in the subject or context repugnant to such renovation /construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered or substituted.
		ii)	**The Site** shall mean the land, places on, into or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.
		iii)	**The Employer** shall mean the Reserve Bank of India represented by the Regional Director, Reserve Bank of India, Mumbai and shall include its assignees and successors.
		iv)	**RBI** shall mean Reserve Bank of India having its Central Office at Shahid Bhagat Singh Road, Mumbai – 400001 and having its Regional Offices at various places.

		v)	**Tender document** shall mean document named as such issued/ uploaded by the Employer to the bidders for inviting Bids for the work.
		vi)	**Day** shall mean Calendar Day
		vii)	**Working day** shall mean the days when Employer's office is working i.e., days excluding Public holidays at MAHARASTRA, Saturdays and Sundays
		viii)	**Month** shall mean the calendar month
		ix)	**Year** shall mean the calendar year
		x)	**Tenderer(s) / Bidder (s)** shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.
		xi)	**The Contractor** shall mean the individual or entity, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such entity or the successors of such entity and the permitted assignees of such individual or entity.
		xii)	**Sub-Contractor** means the person or persons, entity or company engaged by the Contractor for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Employer
		xiii)	**The Bank / authorized officer** means the Officer employed and paid by the Employer and acting under the orders of the Employer who shall supervise and be in-charge of the work.
		xiv)	**Bank's officer** means the officers employed and paid by the Employer and acting under the orders of the Employer who shall supervise day to day execution of work
		xv)	**Contract Price** or **Contract Amount** shall mean the total amount quoted in the Price Bid and as accepted by the Employer and indicated in the letter of award of work.

		xvi)	**Contract Period** shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Employer
		xvii)	**Contract Agreement** shall mean the agreement signed between the Contractor and the Employer for the execution of the Project.
		xviii)	**Notice in writing** or **written notice** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be a written notice.
		xix)	**Act of Insolvency** shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
		xx)	**Manufacturer** refers to a person or entity who is the producer and furnisher of the material or designer and fabricator of equipment
		xxi)	**Contractor's Works** or **Manufacturer's Works** shall mean and include the land and other places which are used by the CONTRACTOR / FABRICATOR or SUB-CONTRACTOR / SUB-FABRICATOR for the manufacture of "Equipment" or performing the "Works".
		xxii)	**Market Rate** shall be the rate as decided by the Bank on the basis of the cost of materials and labour at the site where the work is to be executed.
		xxiii)	**Net Rate/Price** – If in arriving at the contract amount the Contractor shall have added to or deducted from the total

			of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
Scope and performance	3	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.	
	4	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	
	5	The contractor shall be furnished, free of cost one certified copy of the contract documents except Indian standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.	
Works to be carried out	6.	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. 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 Specification taken together, whether the same may or may not	

		be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or amongst the drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Bank who shall decide which is to be followed. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank. The Bank may in its absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as “Employer’s Instructions” in regard to: **a)** The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work. **b)** Any discrepancy in the drawings or amongst the Schedule of Quantities and/or drawings and/or specification. **c)** The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor. **d)** The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications. **e)** The dismissal from the works of any persons employed by the contractor thereupon.

		f) The opening up for inspection of any work covered up. **g)** The amending and making good of any defects noticed and reported during Defect Liability Period. The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the bank shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if the same is not approved/ disapproved by the bank in writing within a further period of seven days, such shall be deemed to be Employer's Instructions within the scope of the Contract.	
Sufficiency of Tender	7	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 rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.	
Discrepancies and Adjustment of Errors (order of preference)	8	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.	
	8.1	In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -	
		i)	Description/Nomenclature as per Schedule of Quantities.
		ii)	General / Particular Specification and Special Condition, if any.
		iv)	Architectural / structural Drawings.

		v)	Indian Standard Specifications of BIS
		vi)	National Building Code – 2016
		vii)	Manufacturer's specifications
		viii)	Sound Engineering Practices
		ix)	Decision of Bank
		A reference made to any Indian Standard Specifications in this document, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to the last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.	
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the schedule 'C' shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.	
	8.3	If there is a discrepancy between actual scaled drawing and written dimension (or description) on a drawing, the latter shall be followed.	
	8.4	Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under clause 12 hereof shall be added to, or deducted from the Contract amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.	
Signing of Contract	9	The successful Tenderer, on acceptance of his tender by the Employer, shall, within 14 days from the date of issue of work award letter, sign the contract consisting of: -	
		i)	Articles of agreement in Bilingual on non-judicial stamp paper/s of appropriate values as per the latest stamp paper

			charges as declared under Article 63 of the Maharashtra Stamp Act, 1958 along with approximate stamp duty for indemnification as mentioned in agreement. The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Employer.
		ii)	the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
		No payment for the work done will be made unless contract is signed by the successful Tenderer. Thus, the first RA Bill shall not be accepted for making payment before signing off the Agreement in Bilingual Format.	

CLAUSES OF CONTRACT

	CLAUSE 1	
Performance Guarantee	i)	The contractor shall submit an irrevocable Performance Guarantee of 5% (five percent) of the Contract amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'C' from the date of issue of letter of award. This period can be further extended by the Bank up to a maximum period as specified in schedule 'C' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Bank. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto. An amount equivalent to Performance Bank Guarantee (PBG) amount may be withhold from vendor's bill with explicit written consent of the vendor, till submission of PBG/ completion of contractual obligations.
	ii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion+ Defect Liability Period (DLP – Generally 12 months unless specifically mentioned plus 2 months. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Bank or its authorized official, the performance guarantee shall be returned to the contractor, without any interest.
	iii)	The Bank shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the

		contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:	
			Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Bank may claim the full amount of the Performance Guarantee.
			Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Bank.
	iv)	In the event of the contract being determined or expired due to efflux of time without successful completion of the scope of works or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.	
	CLAUSE 1 A		
Recovery of Security Deposit	i)	The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period.	
	ii)	All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit	

		shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
	iii)	The security deposit as deducted above can be released against Bank Guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank Guarantee shall not be less than Rs. 5 lakh. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.
	iv)	In the event of the contract being determined or expired due to efflux of time without successful completion of the scope of works or rescinded under provision of any of the Clause/Condition of the agreement, the security deposit/RMD shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
	CLAUSE 2	
Compensation for Delay		If the contractor fails to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the contract period or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as per the authority specified in schedule 'C' (whose decision in writing shall be final and binding) may decide on the amount of contract price of the work for every completed day (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.
		This will also apply to items or group of items for which a separate period of completion has been specified

	i)	Compensation at the rate as specified in schedule 'C' per week of delay for delay of work to be computed on per day basis, provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work or of the Contract price of the item or group of items of work for which a separate period of completion is originally given.
	CLAUSE 3	
When Contract Can Be Determined		Subject to other provisions contained in this clause, the Bank may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
	i)	If the contractor has abandoned the contract
	ii)	If the contractor having been given by the Bank, a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Bank that the same were condemned and rejected by him under these conditions .
	iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Bank to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Bank (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Bank .

	iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Bank.
	v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Bank.
	vi)	If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer
	vii)	If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Bank.
	viii)	If the contractor had secured the contract with Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
	ix)	If the contractor being an individual, or if a entity, any partner thereof commits an "Act of Insolvency" or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or

		reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Bank that he is able to carry out and fulfill the contract and to give security therefor, if so required by the Bank .
	x)	If the contractor being a company/ entity shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
	xi)	If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder
	xii)	If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
	xiii)	If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Bank.

		When the contractor has made himself liable for action under any of the cases aforesaid, the Bank on behalf of the Employer shall have powers:	
		a)	To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Bank shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
		b)	After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, 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 works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the

			Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall there upon 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. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work, if resorted to by the Employer.
		In the event of above courses being adopted by the Bank, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Bank has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.	
	CLAUSE 3A		
	a)	In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for	

		completion of work or one month whichever is higher, either party may close the contract.
	b)	If the payment of the amount payable by the Employer under Certificate of the Bank 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 Bank or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Bank 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 of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause hereof.
	c)	In case contractor wants to close the contract, he shall give notice to the Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits :
	i)	If the Contract price of work is up to Rs. 50 lakhs: 15 days.
	ii)	If the Contract price of work exceeds Rs. 50 lakhs: 30 days.
	d)	If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of Contract price subject to maximum limit of Rs.1.00 lakh.

	CLAUSE 3B
Termination of Contract in case of death of Contractor	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 any liability for such termination and compensation to the contractor.
	CLAUSE 4
Contractor liable to pay Compensation even if action not taken under Clause 3	In any case in which any of the powers conferred upon the Bank by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Bank putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Bank which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Bank), all or any, tools, plant, materials and stores, in or upon the works, or the site there of belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Bank , whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Bank may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Bank as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

	CLAUSE 5		
Time and Extension for Delay		The time allowed for execution of the Works as specified in the Schedule 'C' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule 'C' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely. The contractor shall prepare the shop drawings and obtain its approval from Bank , shall procure samples of all the materials and get it approved from Bank , shall get the mock up works / flats / furniture ready at factory and organize visit of Bank to the factory for approval of mock-ups before going into large scale work / production.
		PROGRAMME CHART	
	i)	The Contractor shall prepare a detailed work programme for the execution of work, showing clearly all activities from the start of work to completion, within 7 (seven) days of award of the contract for approval to the Bank	
	ii)	The programme should include the following:	
		a)	Descriptive note explaining sequence of the various activities.
		b)	Network (PERT / CPM / BAR CHART).
	iii)	If at any time, it appears to the Bank that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, on his instructions, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work.	

	5.1	Contractor shall submit fortnight progress report to the Bank depicting the target progress as per schedule approved by Bank and achieved progress.
	5.2)	If the work(s) be delayed by:-
	i)	force majeure, or
	ii)	abnormally bad weather, or
	iii)	serious loss or damage by fire, or
	iv)	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
	v)	delay on the part of other contractors or tradesmen engaged by Bank in executing work not forming part of the Contract, or
	vi)	non-availability of stores, which are the responsibility of Employer to supply or
	vii)	non-availability or break down of tools and Plant to be supplied or supplied by Employer or
	viii)	any other cause which, in the absolute discretion of the Bank is beyond the Contractor's control.
		then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'C' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Bank to proceed with the works.
	5.3)	Request for rescheduling of Mile stones and extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Schedule 'C'. The

		Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
	5.4)	In such case the authority as indicated in Schedule 'C' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'C' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Schedule 'C' and this shall be binding on the contractor.
	CLAUSE 6	
Measurements of Work Done (If contract value is less than Rs.10.00 lakh)	i)	Bank shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.
	ii)	All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.
	iii)	All measurements and levels shall be taken jointly by the Bank or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Bank and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
	iv)	If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Bank or his representative, the Bank and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does

		not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Bank or his representative shall be deemed to be accepted by the Contractor.
	v)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
	vi)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such standard is available, then a mutually agreed method shall be followed.
	vii)	The contractor shall give, not less than seven days' notice to the Bank or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Bank or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Bank 's consent being obtained in writing, the same shall be uncovered at

		the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	viii)	Bank or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
	CLAUSE 6A	
Computerized Measurement Book (If contract value is more than Rs.10.00 lakh)	i)	Bank shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
	ii)	All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Bank or his authorized representative as per interval or program fixed in consultation with Bank or his authorized representative. After the necessary corrections made by the Bank, the measurement sheets shall be returned to the contractor for incorporating the corrections

		and for resubmission to the Bank for the dated signatures by the Bank and the contractor or their representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Bank and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Bank and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks/test checks. The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Bank's records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Bank for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Bank and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

	iii)	All measurement of all items having financial value shall be entered in Measurement Book so that a complete record is obtained of all works performed under the contract.
	iv)	If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Bank or his representative, the Bank and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Bank or his representative shall be deemed to be accepted by the Contractor.
	v)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels by the Bank or his representative.
	vi)	In the case of items which are not covered by specifications, measurements shall be taken in accordance with the provisions in CPWD specifications, relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice in order of preference and if for any item no such standard is available, then a mutually agreed method shall be followed.
	vii)	The contractor shall give, not less than seven days' notice to the Bank or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of

		the Bank or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Bank 's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	viii)	Bank or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
	CLAUSE 7	
Payment on Interim Certificate to be Regarded as Advances	i)	The Contractor shall be paid by the Employer from time to time, by installments under Interim Certificates to be issued by the Bank to the Contractor on account of the works executed as aforesaid in accordance with this contract, subject, however, to a retention of the percentage of such value named in the schedule 'C' as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the schedule 'C' as "Total Retention Money". The Bank may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the

		Bank shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate, the sum of money named in the schedule as “Installment after Virtual Completion” being a part of the said Total Retention Money. 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 at the expiry of the period referred to as “the Defects Liability Period” in clause 17 or as soon as 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 hereof whichever shall last happen, provided always that the issue by the Bank of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under this contract nor relieve the Contractor of his liability in case 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 defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer’s decision shall be final and binding.
	a)	75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Bank, pending test checking of work and verification of detailed arithmetical accuracy by Employer.
	b)	The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

	c)	No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Completion Certificate.
	d)	The amount admissible shall be paid within the specified period of honouring certificates in the schedule 'C' after the day of presentation of the bill by the Contractor to the Bank together with the account of the dismantled materials, if any and all required details/ documents. In case of delay in payment of Running Account bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.
	ii)	All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Bank relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Bank under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract
	iii)	Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

	CLAUSE 7A	
Unfixed materials when taken into account to be the property of the Employer	Where in any Certificate (of which the Contractor has received payment), the Bank has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Bank . The Contractor shall be liable for any loss of, or damage to, such materials.	
	CLAUSE 8	
Completion Certificate and Completion Plans	i)	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Bank and within thirty days of the receipt of such notice, the Bank shall inspect the work if the work is found incomplete, the contractor shall be advised suitably. Further, in the completed work, if there is no defect, the Bank shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion 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 shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be 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 . If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary

		arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Bank may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
	ii)	The works shall not be considered as completed until the Bank has certified in writing that they have been completed. The Defects Liability Period shall commence from the date of such certificate.
	CLAUSE 8A	
Contractor to Keep Site Clean		The splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Bank shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Bank shall give ten days' notice in writing to the contractor.
	CLAUSE 8B	
Completion Plans to be Submitted by the Contractor	i)	The contractor shall submit completion plan (as built drawing in AUTOCAD or any such approved software and one hard copy) for, structural drawings, water, sewerage and drainage line, Electrical, HVAC, Firefighting system works, etc. as applicable depending upon the scope of work within thirty days of the completion of the work.

	ii)	The contractor shall submit all the data and details as regards the work to enable the Employer to prepare the 'As built drawings' for layouts etc.
	iii)	The contractor shall also submit the operation and maintenance manuals and other technical literature/ warranty certificates provided by OEMs in respect of all the electrical/ electro-mechanical and electronic equipment/ systems etc.
	iv)	In case, the contractor fails to submit the completion plan as aforesaid, the Employer will not process its bills for payment till such time the completion plan is submitted.
	CLAUSE 9	
Payment of Final Bill		The final bill shall be submitted by the contractor in the same manner as specified in interim bills within 3 (three) months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Bank whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Bank, will, as far as possible be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Bank complete with account of materials wherever applicable.
	i)	If the Contract price of work is up to Rs. 50 lakhs: 2 months
	ii)	If the Contract price of work is more than Rs.50 lakh: 3 months
		In case of delay in payment of final bills after prescribed time limit, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor found to be in order.
	CLAUSE 9A	

Payment of Contractor's Bills through electronic means	i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Bank (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format (2) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Bank of the account or claim by payment to the bank. While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.
	ii)	Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.
	CLAUSE 10	
Materials to be provided by the Contractor	i)	The contractor shall, at his own expense, provide all materials, required for the works.
	ii)	The contractor shall, at his own expense and without delay, supply to the Bank samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The materials shall be selected from the list of approved makes of materials and shall be in accordance with the requirements of IGBC rating system. The contractor shall, if requested by the Bank furnish proof, to the satisfaction of the Bank that the materials so comply. The Bank shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Bank for his approval, fresh

		samples complying with the specifications laid down in the contract. In case of non-availability of make/brand specified in the list of approved makes of material and the Contractor submit the documentary evidence for the same to the satisfaction of Bank , proposed materials shall be tested in accordance with specifications following the Indian Standard Codes of Bureau of Indian Standard and / or applicable code of material testing and specifications, and approval of the Bank in such case shall be issued after receipt of satisfactory test results of materials satisfying the specifications and standards.
	iii)	The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Bank. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
	iv)	The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Bank may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Bank and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Bank or his authorized representative shall at all times have access to the works and to all workshops, factories or/ and other places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access 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.
	v)	The Bank shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Bank shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Bank shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Bank may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	CLAUSE 11	
	i)	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Bank and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.
	ii)	In the case of any class of work for which there is no such specifications as referred above, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in

		all respects in accordance with the instructions and requirements of the Bank.
	iii)	The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.
Action in case Work not done as per Specifications	CLAUSE 11 A	
	i)	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Bank , his authorized subordinates in charge of the work and all the superior officers of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
	ii)	If it shall appear to the Bank or his authorized representatives or to the Superior Officers of the employer or the officers of the organization engaged by the Employer for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in

		writing which shall be made within Defects Liability Period stated in schedule 'C' or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below)after completion of the work, from the Bank specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of him failing to do so within a period specified by the Bank in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.
	iii)	In such case the Bank may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule 'C' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Bank to be conveyed in writing in respect of the same will be final and binding on the contractor.
Deviations/ Variations Extent and Pricing	CLAUSE 12	
		The Bank shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Bank and such alterations, omissions, additions or substitutions shall

		form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The Bank shall be the final authority to decide whether any item of work is extra/ deviation/ substitution item.	
	12.1	The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract price sum being ordered, be extended, if requested by the contractor, as follows	
		i)	In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work (including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus
		ii)	25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Bank.
Deviation - Extra Items and Pricing	12.2	A)	Items that are completely new, and are in addition to the items contained in the contract
			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 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 shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
			Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Bank , the workman's name) and materials employed be delivered for verification to the Bank or his representative at or before the end of the week following that in which the work has been executed.
			In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit and the Bank shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. Such items will not be eligible for escalation.
Deviation - Substituted		B)	Items that are taken up with partial substitution or in lieu of items of work in the contract

Items and Pricing			In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall, wherever possible, be derived out of the rates given in priced schedule of quantities in the manner as mentioned in the following para.	
			a)	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.
			b)	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 (A) thereof.
			c)	If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
			d)	If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation - Deviated Quantities and Pricing		C)	In the case of contract items, substituted items, contract cum substituted items which exceed the pre-specified limits over the tender quantity
			In the case of contract items, substituted items, contract cum substituted items, which exceed the pre-specified limits laid down in Schedule 'C', the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Bank shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
			The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Bank shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
	12.3		The prescribed time limits for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under:

			i)	If the Contract price of work is up to Rs. 50 lac :	30 calendar days.
			ii)	If the Contract price of work exceeds Rs. 50 Lac:	45 calendar days.
	12.4	The contractor shall send to the Bank once every three months, an up-to-date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Bank which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorize consideration of such claims on merits.			
	12.5	Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.			
Foreclosure of contract due to Abandonment or Reduction in Scope of Work	CLAUSE 13				
	If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.				

	The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Bank for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;	
	i)	Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters, Tools & Plant, site office; storage accommodation and water storage tanks etc.
	ii)	Employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Employer shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Employer, cost of such materials as detailed by Bank shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
	iii)	Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
	The contractor shall, if required by the Bank, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.	
	The contractor shall, if required by the Bank, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition. The reasonable amount of items on (i) and (iii) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e.	

	total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Employer as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Bank shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Employer from the contractor under the terms of the contract. In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 3 months beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Bank may return the previous Performance Guarantee.	
Carrying out part work at risk & cost of contractor	CLAUSE 14	
	If contractor:	
	i)	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Bank: or
	ii)	Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Bank; or
	iii)	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Bank .

	The Bank without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:	
	a)	Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
	b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
	The Bank shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. The liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the Contract price of the work.	
	In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Bank as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.	
	Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to	

	the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.		
	If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Bank shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.		
	In the event of above course being adopted by the Bank , the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.		
Suspension of Work	CLAUSE 15		
	i)	The contractor shall, on receipt of the order in writing of the Bank , (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Bank may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:	
		a)	on account of any default on the part of the contractor or;
		b)	for proper execution of the works or part thereof for reasons other than the default of the contractor; or
		c)	for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Bank.

	ii)	If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:	
		a)	the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
		b)	If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Bank may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Bank within fifteen days of the expiry of the period of 30 days.
	iii)	If the works or part thereof is suspended on the orders of the Bank for more than three months at a time, except when suspension is ordered for reason (a) in sub- para (i) above, the contractor may after receipt of such order serve a written notice on the Bank requiring permission within fifteen days from receipt by the Bank of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Bank . In the event of the contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation	

		on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Bank may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Bank within 30 days of the expiry of the period of 3 months.
Dismantled Material Employer's Property	CLAUSE 16	
	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Employer's property and such materials shall be disposed off as per the specific instructions in this regard or in absence of the same to the best advantage of Employer according to the instructions in writing issued by the Bank.	
Contractor Liable for Damages, defects during defect liability period	CLAUSE 17	
	i)	If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage, settlement or other faults appear in the work within Defects Liability Period stated in schedule 'C' or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below) after a certificate final or otherwise of its completion shall have been given by the Bank as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Bank 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 or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Bank 's Certificate in writing, from any money due or 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 Bank equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit 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 material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer. . The security deposit of the contractor shall not be refunded before the expiry of the Defect Liability Period after the issue of the certificate final or otherwise, as provided elsewhere.
	ii)	In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.
Setting out of works	Clause 18	
	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 the	

	Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank. The checking of any setting-out or of any line or level by the Bank or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting out the works.	
All relevant Statutory Laws to be complied by the Contractor	CLAUSE 19	
	i)	The contractor shall comply with provisions of all relevant laws in connection with the work, as may be applicable viz. Contract Labour (R&A) Act, 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971, Minimum Wages (Central) Rules 1950, Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, ESI Act 1948, EPF Act 1952, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act 1996, Building and other Construction Workers Act 1996, or the modifications thereof or any other relevant laws and rules made thereunder from time to time etc. (Schedule I). All applicable labour licenses etc. shall be obtained by the Contractor before the commencement of the work and continue to have a valid license until the completion of the work.
	ii)	Any failure to fulfil these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
	iii)	The contractor shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws

		aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
	iv)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
	v)	Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract.
	vi)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
Payment of wages:	CLAUSE 19 A	
	i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
	iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour

		(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.	
	iv)	a)	The Bank concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
		b)	Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Bank shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.
	v)	The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.	
	vi)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.	
	vii)	The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.	
	CLAUSE 19 B		
	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per the Safety Code		

	annexed and shall also at his own expense provide for all facilities in connection therewith.
Ensuring Payment and Amenities to Workers if contractor fails	CLAUSE 19 C
	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by. Contractors, Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, 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 to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under subsection (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.
	CLAUSE 19 D
	It shall be the responsibility of the contractor to see that the site under execution is not occupied by anybody unauthorizedly during the work and is handed over to the Bank with vacant possession of the site with all works completed. If such site though completed is occupied illegally, then the Bank shall have the option to refuse to accept the said site in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer

	whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before execution and handing over.	
Contribution of EPF and ESI	CLAUSE 19 E	
	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.	
Authorities and Notices	CLAUSE 20	
	(i)	The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.
	(ii)	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.
Work not to be sublet. Action in case of insolvency	CLAUSE 21	
	The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the	

	Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Bank on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.
Changes in entity's Constitution to be intimated	CLAUSE 22
	Where the contractor is a partnership firm, the previous approval in writing of the Bank shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc.	CLAUSE 23
	The contractor shall arrange at his own expense all materials (including consumables such as welding rods etc.), all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage,

	tackle, steel scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Bank as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.	
	CLAUSE 24	
Settlement of Disputes & Arbitration	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:	
	i)	The decision, opinion, direction, certificate of payment issued by the Bank in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.
	ii)	All other disputes and differences of any kind whatsoever 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 Competent Authority

		of the Employer as specified in the schedule 'C'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.
	iii)	But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that 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. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three person's names and forward to the contractor to select one among them as arbitrator. The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision. The arbitrator 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 or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award

		of the arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer'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. The place of Arbitration shall be as specified in Schedule 'C'.
Contractor to indemnify Employer against Patent Rights	CLAUSE 25	
	The contractor shall fully indemnify and keep indemnified 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 himself pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Bank in this behalf.	
Nominated Sub-Contractors	CLAUSE 26	
	(i)	All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Bank are

		hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.	
	(ii)	No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into a Contract provided:	
		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-Contractor, his servants or agents or any misuse by him or them of 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 Bank 's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Bank proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor.
Withholding and lien in respect of sum due from contractor	CLAUSE 27		
	i)	Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled	

		to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the RESERVE BANK OF INDIA pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.
	ii)	Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it

		shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon whatsoever.
Lien in respect of claims in other Contracts	CLAUSE 27A	
	Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or RESERVE BANK OF INDIA elsewhere. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.	
Return of Surplus materials	CLAUSE 28	
	Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Employer by purchases made under orders or permits or licenses issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose them off without the written permission of the Employer and return it to Employer, if required by the Employer, all surplus materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Bank shall determine having due	

	regard to the condition of the materials. The price allowed to the contractor however shall not exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by Contractor in respect thereof. The decision of the Bank shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.	
Water and Electric power supply for work	CLAUSE 29	
	The Bank will provide electricity power supply at one point for the entire project. Contractor shall make their own arrangement for further extension of connection, if any with safety fixtures and nothing extra shall be paid for the same.	
Alternate water arrangements	CLAUSE 29A	
	i)	Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Bank shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
	ii)	The contractor shall be allowed to construct temporary wells in Employer's land for taking water for construction purposes only after he has got permission of the Bank in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He

		shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work. He shall also be responsible for obtaining any permissions required in this connection from the statutory authorities at his own cost.
Insurance in respect of damages to Persons and Property	CLAUSE 31	
	(i) All insurance policies shall be in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) and shall be submitted to the Employer. ii) All policies shall be taken before commencement of work (within 14 days of award of work) and shall be maintained valid without any gap till completion of work / completion of Defect Liability Period. iii) In case of non-renewal of policies, Employer has every right to stop the work OR Employer will take the policy and deduct such amount from the bills / any dues to the contractor.	
	a	Contractor's All Risk Policy: The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also

		against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer. This policy shall also cover risk due to earthquake. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.
	b	Workmen Compensation Policy: The Contractor shall also indemnity and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs.5 lakhs per person for any one accident or occurrence and Rs.10 lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Employer a policy of Insurance against such

		risks and deposit such policy or policies with the Employer from time to time till the end defect liability period. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.
	c	Policy covering accidents to staff, Engineers, supervisors and others who are not governed by Workmen's Compensation Act
	iv) The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused. The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom. Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.	
Employment of Technical Staff and employees	CLAUSE 32	
	Contractor's Superintendence, Supervision, Technical Staff & Employees	
	i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilment of the obligations under the contract until the expiry of the "Defects Liability Period" stated in schedule F.	

<table>
<tr><td></td><td colspan="2">ii) The contractor shall provide and employ on the site only such supervisor as are skilled and experienced in their respective fields and competent to give proper supervision of the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

iii) The Bank shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Bank to be undesirable. Such person shall not be employed again at works site without the written permission of the Bank and the persons so removed shall be replaced as soon as possible by competent substitutes.

iv) The contractor shall arrange for police verification of the staff and labours before commencement of the work at his own cost, if demanded by the Security officials</td></tr>
<tr><td rowspan="4">Levy/Taxes payable by Contractor</td><td colspan="2">CLAUSE 33</td></tr>
<tr><td>i)</td><td>The quoted cost at the rate of percentage above/below/at par shall include all taxes including Goods and Service Tax (GST), levies, cess etc. Any such tax, cess etc. shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.</td></tr>
<tr><td>ii)</td><td>If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</td></tr>
<tr><td colspan="2">If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in</td></tr>
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	respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.	
Conditions for reimbursement of levy/taxes if levied after receipt of tenders	CLAUSE 34	
	i)	All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
	ii)	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Bank and shall also furnish such other information/document as the Bank may require from time to time.
	iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Bank that the same is given pursuant to this condition, together with all necessary information relating thereto.
Other Persons employed by Employer	CLAUSE 35	
	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the 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.
If relative working with the Employer then the contractor not allowed to tender	CLAUSE 36
	The contractor shall not be permitted to tender for works in the office of the Employer responsible for award and execution of contracts in which his near relative is posted as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of the Employer. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer for any breach of this condition. NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.
No Employee of the Employer to work as Contractor within one year of retirement	CLAUSE 37
	No Technical or other officer or assistant (including Junior Engineer) employed with the Employer shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.
Compensation during warlike situations	CLAUSE 38
	The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Bank and a certificate from him to that effect obtained. In the event of

	the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Bank to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Bank , such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Bank. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Bank regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract. Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Bank (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Bank.
	CLAUSE 39
Direction and approval of Bank	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Bank who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

	CLAUSE 40	
Compensation	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.	
Non-Disclosure Pact	CLAUSE 41	
	The contractor shall not disclose directly or indirectly any information, materials and of the Employer's infrastructure/ system/equipment etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.	
	CLAUSE 42	
Sexual harassment of women at work place	(i)	The Contractor /Agency shall be solely responsible for full compliance with the provisions of the ''Sexual Harassment of the women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any sexual harassment against its employee within the premises of

		the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint
	(ii)	The contactor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
	(iii)	Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of the Regional Complains Committee constituted by the Bank.
	(iv)	The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues
	(v)	The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

I/We hereby declare that I/we have read and understood the above instructions of General Conditions of Contracts. The same shall be binding upon me/us in case the work is entrusted to me.

Place Signature and Seal of bidder

Date

SPECIAL CONDITIONS OF CONTRACT

General	CLAUSE SC 1	
	i)	Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents forming part of this contract, wherever the context so requires.
	ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexures etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
	iii)	Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision(s) of the Special Conditions shall be deemed to override the provision(s) of the General conditions of Contract only of the extent that such repugnance or variations cannot and shall be to the extent that such repugnance or variance cannot be reconciled with the General Conditions of Contract.
	iv)	Wherever it is stated anywhere in this tender document that such and such supply is to be effected or such and such work is to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically stated.
	v)	The items given in Schedule of Quantities shall be read in conjunction with materials and job specifications and relevant drawings.
Responsibilities of contractor	CLAUSE SC 2	
	i)	The CONTRACTOR shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient and expeditious manner as per the time schedule, specifications, drawings and Renovation work aids equipment such as transportation equipment, tools and tackles as well as teasing appliances such as air compressors etc. and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.
	ii)	The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.
	iii)	All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site, etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
	iv)	It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary equipment, necessary scaffoldings and safety gadgets, lifting tackles, tools and appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.

	v)	Preparing approaches and working area for the movement materials shall also be the responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability etc. to provide suitable allowances in his quotation.
	vi)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.
	vii)	Responsibility for obtaining all statutory approvals (if required) related to the work lies with the CONTRACTOR.
	viii)	The CONTRACTOR shall provide drinking water and other amenities at site for the contract workmen as per the statutory requirements at his own cost.
	ix)	CONTRACTOR shall take all steps to see that normal functioning of Working Office/Public life/ Public traffic is not affected/obstructed while executing the work. Stacking of materials, equipment, tools and vehicles involved in movement of equipment or materials should not make any hindrance for the movement of other vehicles and people.
	x)	CONTRACTOR shall be responsible for implementing the requirements of Local controlling State Pollution Control Board/ statutory authorities (if any).
	xi)	The works to be undertaken by the Contractor shall inter-alia include the following:
		a) Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
		b) Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
		c) Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting any work or placing any order of any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the Contractor. The Contractor shall submit material submittals along with material sample for approval of Engineer-in-Charge prior to delivery of material at site.
	xii)	Wherever the 'basic rate' for the material is specified, the contractor shall furnish all the paid bills for Employer's verification. The purchase rate shall be got approved from the Engineer-in-charge before purchasing.
	xv)	The contractor shall arrange visits of authorized official of the manufacturer whose materials (costing more than Rs 1 lakh) have been selected / approved by the Employer for the work to inspect the materials supplied/ available at site and whether the materials are being used as per the Manufacturer's Specifications and specified consumption standards and shall be required to submit a report on the manufacturer's letterhead addressed to Employer, under official seal, indicating the genuineness or otherwise of the material and its usage methodology. No additional payment on this account shall be considered.
Role of Employer	CLAUSE SC 3	
	The Employer (Reserve Bank of India, Mumbai Regional office) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills,	
	Making payments and implementation of various terms, conditions and stipulations of the contract.	

Architect	CLAUSE SC 4		
	Banks appointed Architect will provide the design and drawings. The scope of their work includes inter-alia Planning & Designing and periodic inspection and supervision.		
Green building requirements	CLAUSE SC 5		
	The Contractor shall adopt the construction practices and materials in line with the Green Building requirements. The Contractor shall strictly follow the instructions of Engineer-in-charge in this regard.		
	CLAUSE SC 6		
Inspection of Site	The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions as to the nature of the ground and sub- soil and the form and nature of the Site before submitting the tender. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit, the intending tenderer may contact the Employer.		
Underground Services / Utility	CLAUSE SC7		
	The Contractor shall take due and proper care during execution of telecommunication and fire alarm system work to protect Existing water/electric services from damage. In case, during the execution of work, the Contractor notices some services which require re-routing, the same shall be brought to the notice of the Engineer-in-charge. As per the instructions of Engineer-in-charge, further action for rerouting shall be undertaken. If the Contractor is advised by the Engineer-in-charge to carry out the required re-routing, the work shall be treated as Extra item of work and shall be dealt as per the relevant clause of GCC.		
Handing over of site	CLAUSE SC8		
	i)	The Contractor shall be required to complete the following documentation with regard to the work within tenth days from the date of award of work:	
		a)	Signing of the agreement on adequate value of Non Judicial stamp paper as per the approved format
		b)	Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule ‘C’
		c)	Submission of the specified Bank Guarantees mentioned in Schedule ‘C’ or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee
		d)	Obtaining and submitting the original Labour License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for Obtaining the Labour License if applicable.
		e)	Submitting the details/ documents of the Contractor’s site team as specified in relevant clause of General

			Conditions of Contract and schedule 'C' for obtaining approval of Engineer-
			in-charge.
		f)	Submitting the detailed work programme as specified in the relevant clause of General Conditions of Contract for approval of the Engineer-in-charge, if applicable
	ii)	After complying to the above documentation and other statutory requirements required to be complied by the Contractor before start of work, the Contractor shall be handed over the possession of the site. The scheduled date of commencement of work shall be reckoned from the 10th day of the date of award of work orthe date of handing over the possession of site (if delay is due to any reasons beyond the contractor's control), whichever is later. However, any delay in handing over the possession of site to the Contractor on account of non-submission of the above documents/ details shall not be considered for extension of time.	
Drawings	CLAUSE SC 9 (NOT APPLICABLE)		
	The CONTRACTOR shall keep one copy of all drawings on the works and Employer or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the CONTRACTOR he shall forthwith return to the EMPLOYER all drawings and specifications. Drawings accompanying the tender documents are indicative of the scope or work and issued for tendering purpose only. Detailed construction drawings on the basis of which actual execution of the work is to be proceeded will be furnished to the CONTRACTOR progressively based on the approved programme after the award of the work.		
Further drawings and Instructions	CLAUSE SC 10		
	The Engineer-in-Charge shall have full power and authority to supply drawings to the Contractor from time to time during the progress of the Works such further drawings for adequate execution and maintenance of the Works and the Contractor shall carry out and be bound by the same. Any further drawings or specifications that may be required by the Contractor for execution of the work shall be requested by him to Engineer-in-charge at least 15 days in advance.		
Contractor's Barricades	CLAUSE SC11		
	i)	Contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the entire working area including storage, etc.	
	ii)	Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked with suitable red markers at night without any extra cost.	
	iii)	The Contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution.	
	iv)	The Contractor shall provide suitable construction safety nets to prevent damage to man / material at site without any extra cost	
Site Facilities	CLAUSE SC12		

	CONTRACTOR shall arrange for storage space for keeping own tools/tackles and other materials for performance of work under this contract.	
	Whereas space will be provided by the R B I free of cost, the safety and security including safety of materials for erection purpose as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.	
	Lighting- The CONTRACTOR shall ensure that the entire site is provided with adequate lighting at all times when the renovation work is in progress. He shall also make additional arrangements for lighting for carrying out work at night, whenever required. All costs in this connection shall be borne by him.	
	Compressed Air The Contractor shall make his own arrangement for Portable compressors, pumps, temporary piping for compressed air, if required, for the work including all necessary accessories, fittings etc. at his own cost for cleaning, testing, flushing etc.	
Construction/ Renovation work Equipment	CLAUSE SC13	
	The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate and appropriate equipment and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the requirements of the work so as to suit the work schedule. No equipment shall be supplied by the Employer. Contractor shall assess the actual requirement based on the quantum and nature of work and arrange to provide the same to achieve the progress as per the approved work programme.	
Plant etc. to be exclusively for use on the works	CLAUSE SC14	
	i)	All plants, tools and equipment and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the renovation work and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another or moving it outside the site for repairs) without the previous consent in writing of the Engineer-in-Charge which shall not be unreasonably withheld.
	ii)	Clearance of Site on Completion : On completion of the Works the Contractor shall remove from the Site all the said Constructional Plant, tolls and equipment remaining thereon and any unused materials
	CLAUSE SC15	

Care of works /plant/equipment	From the commencement to the completion of the Works/Plant/Equipment, the Contractor shall take full responsibility for the care thereof and in case any damage loss or injury shall happen to the Works/Plant/Equipment or to any part thereof from any cause whatsoever shall at his own cost repair and make good the same so that at completion the Works/Plant/Equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract. Finished Flooring shall be protected by suitable means while carrying out any civil/electrical work either internally or externally and no extra cost. Mixing mortar / concrete shall not be permitted on bare slab / waterproofing IPS / tiles and the same shall be done on steel plates / mixing tubs / G.I. Trays. Any damage done to the flooring / IPS shall be rectified by the Contractor at his own cost and which shall be in the form of replacing the total flooring.	
	Temporary used materials (e.g. Cable, pipe, valve etc) shall not be used for permanent work. All the bought-out items supplied by the Contractor and billed to Employer shall be considered as Employer's Property and due care shall be taken for safety of these by the contractor till handing over of work.	
Works to be carried out by licensed technicians under supervision of licensed Supervisors	CLAUSE SC 16	
	a)	All electrical works shall be carried out through a licensed Electrician under the supervision of licensed supervisor. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical works done by the CONTRACTOR.
Quality Assurance and Quality Control	CLAUSE SC17	
	i)	The reports of the test shall be submitted to the Engineer-in-charge as and when the tests/ quality assurance & control checks are carried out as per the contract. The Engineer-in-charge, after evaluation of the results of tests may decide to either reject or accept the respective materials/ works etc. In case of rejection, the Contractor shall have to replace the defective material/ work at the earliest without any additional cost.
	ii)	In case the CONTRACTOR fails to follow the instructions of Engineer-in-charge in this regard, the Engineer-in-charge may suspend the work till such time the quality of the work is ensured. No compensation for delays on account of such suspension of work shall be considered.
Materials at Basic Prices/ Basic rates	CLAUSE SC 18	
	i)	For carrying out certain items of work, the tender provides for procurement of certain materials at "Basic Prices/ Basic Rates" as specified in the tender document.
	ii)	While quoting the rates, the tenderer should base their item rates at "the Basic Prices" wherever specified. The said prices are at site and are exclusive of excise duty, sales tax, GST, octroi and all other taxes and duties levied by Government or any other statutory body.
	iii)	The contractor shall obtain written approval from the Engineer- in-charge before procuring any material for which "Basic Price/ Basic Rate" is specified in the tender

		Document.
	iv)	Basic Price adjustment shall be done on the measured quantities for the finished items of work with specified "Basic Prices/Rates". In addition to the difference in the Basic Price/ Rate and the actual purchase Rate/ Price, contractor's overhead and profit @ 15% on the difference shall be considered for the Basic price/ Rate adjustment. While carrying out price adjustments, No other components such as wastage, transportation, handling, insurance, labour, etc. shall be taken in to account.
	v)	The contractor shall submit copies of all tax paid vouchers (original tax paid vouchers shall be shown to the Engineer-in-charge for verification as and when required by him) for full quantity for all items to the Engineer-in-charge in support of their claim for adjustment in Basic Rates/Prices. In absence of these documents, his claim for adjustment in Basic rates/Prices shall not be considered.

Documents to be maintained at site	CLAUSE SC 19		
	a)	The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.	
	b)	These documents shall be available for inspection by Employer's representative or Engineer-in-charge or his representative during his site visit at all reasonable times.	
	c)	After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the drawings issued to him for construction purpose to the Engineer-in-charge before submission of the Final bill.	
Progress Monitoring by the Engineer-in-charge	CLAUSE SC 20		
	i)	The contractor shall submit his programme for approval of Engineer-in-charge within 14 days from the date of award of work as specified in the relevant clause of the General Conditions of Contract.	
	ii)	On the basis of the approved programme, the Engineer-in-charge shall monitor/ review the progress through site meetings on monthly interval or earlier, as and when required. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge.	
	iii)	For this purpose, the contractor shall prepare and submit a progress report indicating following:	
		A	Progress for the previous month (duration under review) and the planning for the next month and materials received during the month (duration under review) and expected to be received during next month.
		B	The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Employer/ Engineer-in-charge.
		C	Statement of deployment of resources (men and machine) and variations, if any, from the planned schedule
		D	List of Variations / extra items if any carried out during the previous month(period under review)
Measurement, Billing and Terms of payment	CLAUSE SC 21		
	i)	The work shall be measured from time to time as provided in the General Conditions of Contract. The units of measurements shall be as defined in the specific item description in the Schedule of quantities. If for any item or part thereof, physical measurement is not practicable, measurements given in the execution drawings shall be adopted.(ii) As and when the Contractor feels that the gross value of work done after adjustment of the value of work already received in any previous bill and adjustment of advances, if any, has crossed the threshold value specified in the Schedule 'C' for Running Account Bill, he may raise a bill and submit to the Engineer-in-charge for payment. The bill shall invariably be accompanied with following documents:	
		a)	The signed measurements, as specified in the General Conditions of Contract.
		b)	The progress reports of the concerned period.

		c)	Test certificates/ reports of any material considered for the first time in the Contractor's bill
		d)	Checklist indicating validity of the labour license, all the Insurance Policies, PBGs
		e)	Documents evidencing the price of materials (eg Tax paid vouchers etc.) considered in the bill where Basic Rates are mentioned, as applicable.
		f)	Delivery challans of the materials.
	ii)	The Engineer-in-charge reserves the right to refuse to accept the Running Account bill, if any of the document as above is not submitted along with the bill.	
	iii)	Once the bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.	
	iv)	After completion of work and completing all the contractual responsibility, the measurement sheets shall be signed jointly by the Contractor or his authorized representative and Engineer-in-charge or his authorized representatives. The Contractor shall then submit the Final bill to the Engineer-in-charge. The Final Bill shall necessarily be submitted along with the following documents:	
		a)	The signed measurements, as specified in the General Conditions of Contract.
		b)	The copy of last progress report, evidencing the completion of work.
		c)	Test certificates/ reports of any material considered for the first time in the Contractor's bill
		f)	Checklist indicating validity of the labour license, all the Insurance Policies, PBGs
		g)	Documents evidencing the price of materials (eg Tax paid vouchers etc.) considered in the bill where Basic Rates are mentioned, as applicable.
		h)	Delivery challans for the materials
		j)	All the required documents of Guarantees/ warranties (eg Water proofing and electrical equipments, etc. as mentioned in the specifications of respective items)
		k)	"No claim" certificate by the Contractor except as included in the Final bill.
		l)	Completion plans/ drawings/ details as specified in the General Conditions of Contract
	v)	The Engineer-in-charge reserves the right to refuse or to accept the Final bill, if any of the document, as above, is not submitted along with the bill.	
	vi)	Once the Final bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honoring the certificates. No revised Final Bill shall be considered by the Employer.	
	vii)	All statutory deductions shall be made from the payments due to the Contractor.	
	CLAUSE SC 22		

Least disturbance to the office and other surroundings.		The tenderer may please note that the area involved for this work is, inside the residential premises of Reserve Bank of India Staff Quarters, BKC, Mumbai – 400051. As these buildings are in occupation the entire work shall be carried out without any inconveniences and least disturbance to the office and other surroundings. All the necessary arrangements shall be made to prevent dust, noise, debris etc. to the adjacent areas which is required to be cleared on day-to-day basis without any extra cost
	CLAUSE SC 23 (NOT APPLICABLE)	
Incentive for early completion		In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated as per clause 12.1), a bonus @ 1% (one per cent) of the contract amount per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the contract amount. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in Schedule 'C'.
		CLAUSE SC 24
		Compensation to be recovered from the Contractors in case of default on account of termination of contract: If the contract is terminated from either of the party before completion of work/contract. It is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, BKC Cell, BKC Cell etc.

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

SPECIAL SPECIFICATION OF WORKS

A. LIST OF APPROVED MATERIALS

1. All materials shall be of the 1st quality ISI marked/ ISI Standard.

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

Place: **Signature and seal of the Tenderer**

Date: **Name & address**

B. List of items with BASIC PRICES / RATES

Basic rate of items as mentioned in respective items in un-prices schedule of quantities/ Part-II of tender or as per approved list of items

Sl No	Description	Basic Rate (Excluding Applicable GST) per Unit in ₹	Unit
1,2	Corian Sheet	₹6000/-	Sq m

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

C. APPENDIX HEREINBEFORE REFERRED TO

1. Defects liability Period	12 months from the date of issue of virtual completion certificate.
2. Period of final measurement	Three months from the date of final completion of the work including settlement of final bill.
3. Date of commencement	Within 14th day from the date of award of work.
4. Date of completion	**1 Month** for entire work which shall be reckoned from 14th day of work order. Validity of rates will be for a period of 6 months.
5. Liquidated Damages	**₹589** per day subject to maximum amount of 10% of the contract amount for the entire work.
6. Value of work for Interim Certificate	**₹ 8 Lakh**
7. Retention Percentage	5% from each bill
8. Total Security Deposit	5% RMD + EMD
9. Refund of EMD	On receipt of PBG.
10.Period of honoring RA bill certificate	one month
11. Period of honoring final bill certificate	Three months including measurement of work
12. Interest for delayed payment	Three percent per annum
13. Performance Bank Guarantee (PBG)	Bank Guarantee from any Scheduled Bank for an amount equal to 5% of the Contract Amount and valid till completion of the work. An amount equivalent to Performance Bank Guarantee (PBG) amount may be withhold from vendor's bill with explicit written consent of the vendor, till submission of PBG/ completion of contractual obligations.
14. Release of Performance Bank Guarantee (PBG)	Release after one month from the virtual date of completion of work.
15. Released of RMD	After DLP, 12 months from the date of issue of virtual completion.

Date:- **Signature of the contractor with name & seal**

Place:-

Address:

Phone/Mobile no.e-mail

Schedule A

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground/floor.
4. No portable single ladder shall be over 8m in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used, an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5m of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed or scrapped.
12. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
13. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY CODE

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug, etc., depending upon the requirement of the work shall be provided by the Contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the Contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the Contractor to the workmen while working beyond office hours.

Schedule - B

General Rules and Instructions to Bidders - Information

Bids in Two Bids System	**Tender Inviting Authority** – The Regional Director, Reserve Bank of India, Estate Cell, BKC, Mumbai. 400051 E Mail id: estatecellbkc@rbi.org.in
	Name of the Work – Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.
	Office – Estate Cell, Reserve bank of India, BKC, Mumbai – 4000051
	Due Date and Time for receipt of Tender/ Bid: Till 03:00 PM on January 04, 2027
	Tender Submission mode: - E- Tender.
Clarifications and pre-Bid Meeting	**Date and Time of Pre-Bid Meeting** - December 22, 2026 at 11.00 AM Venue: Conference room, C-8 8th Floor, Reserve Bank of India, BKC, Mumbai-400051
Earnest Money Deposit	NIL
Opening of Bids	**Date of opening of tenders/ bids (Part-I)** – January 05, 2027 from 3.00 PM onwards one-Tender mode.
Bid validity	**Bid validity** – 3 Months from date of opening of Part I.
Time for Completion of work	**Time allowed to complete the work** – 1 Month from 14th day of award of work.
Last date of submission of documents pertaining to PQ criteria	**Not Applicable.**
Additional rules/	• The status of entity to whom the contract has been awarded shall not change their status during the tenure of the agreement. • Only registered partnerships are allowed to bid in the tender.

guidelines to the applicants	• In case of any change of authorized signatory, either before or after award of contract, the entity should communicate the change on the same date. In such circumstance, the Entity shall be fully liable to all the dealings done by the person in the capacity of authorized signatory till the date of receiving communication for the said change of signatory from the Entity.

Place : **Signature and seal of bidder**

Date:

Schedule C

General Conditions of the Contract - Information

Definitions	i)	Name of Work – Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.
	ii)	The Site – RBI, BKC, Bandra (East), Mumbai, 400051.
	iii)	Employer – The Regional Director, Reserve Bank of India, Mumbai.
Discrepancies and Adjustment of Errors (order of preference)	The Competent Authority - Regional Director, Reserve Bank of India, Mumbai	

CLAUSES OF CONTRACT

Performance Guarantee	CLAUSE 1	
	(i)	Time allowed for submission of Performance Guarantee from the date of award of work – 14 days
	(ii)	In case the Performance Guarantee is not submitted by the contractor within the above specified period, a late fee shall be recovered from the bills of the contractor at bank rate.
	(iii)	An amount equivalent to Performance Bank Guarantee (PBG) amount may be withhold from vendor's bill with explicit written consent of the vendor, till submission of PBG/ completion of contractual obligations.
Recovery of Security Deposit	CLAUSE 1 A	
	Retention percentage – 5% from every bill subject to 5% of the contract price	
Compensation for Delay	CLAUSE 2	
	Authority for fixing compensation under clause 2 – The Regional Director, Reserve Bank of India, Mumbai	

	Compensation for Delay (i) The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he/they shall be liable to pay compensation for delay at the rate of 0.25% of the estimated cost / tendered cost per week (to be computed on per day basis) subject to a maximum amount of 10% of the tendered cost. (ii) 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 her/ 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 such damages from any moneys due to the Contractor. i. The liquidated damages is 0.25% per week of delay.	
Time and Extension for Delay	CLAUSE 5	
	Clause 5 shall be applicable along with 5.1, 5.2 wherever applicable as per the cost of estimate. Time allowed for completion of work – **1 Month** from the date of commencement Date of commencement: 14th day from the date of award of work.	
	(i)	Authority for granting Extension of Time – Regional Director, Reserve Bank of India, Mumbai.
	(ii)	Shifting of date of commencement in case of delay in handing over of site – Bank
Measurements of Work Done	CLAUSE 6 or CLAUSE 6A	
	Clause applicable – 6A	
Payment on Interim Certificate to be Regarded as Advances	CLAUSE 7	
		Gross value of work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment eligible for raising Running Account bill (Interim payment) – ₹20 Lakh. Payment shall only be reckoned for the finished product reaching at site. No secured advance shall be considered for material procured.
		Retention percentage for Interim Certificates – 5% from every bill

		Retention period for the Retention Money – Up to successful completion of Defects Liability Period (DLP)
		Installment due after Completion - Amount equal to EMD or release of Bank Guarantee submitted by contractor towards Earnest Money Deposit (EMD)
		Running Account Bill: (a) An Ad-hoc payment of not less than 75% of eligible amount of Running Account (R.A.) Bills will be released within 10 working days of the receipt of bill pending test checking of work, detailed scrutiny of the bill (b) The balance amount will be released after final checking of the bill within 1 month of submission of bill of the measurements, documents etc. (c) In case there is significant discrepancies observed in the bill submitted and certified value, the next time the release of 75% payment within 10 working days shall not be considered.
	CLAUSE 9	
Payment of Final bill	Period of honoring final certificates- 3 months from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract	
Mobilisation advance	CLAUSE 10A.ii	
	No request for mobilisation advance shall be considered for this tender.	
Action in case Work not done as per Specifications	CLAUSE 11 A	
	Authority for accepting reduced rate – Regional Director, Reserve Bank of India, Mumbai	
Deviations/ Variations Extent and Pricing	CLAUSE 12	
	Deviation limit beyond which clause 12.2 C shall apply – 25% beyond the tender item quantity specified in the Schedule of Quantity.	
Deviation -		
	CLAUSE 17	

Contractor Liable for Damages, defects during defect liability period	Defects Liability Period – 12 months from the date of completion and handing over the Completion Certificate to the Employer Competent Authority for deciding reduced rates – Regional Director, Reserve bank of India, Mumbai
Settlement of Disputes & Arbitration	CLAUSE 24
	Competent Authority for referring the dispute - Chief General Manger- in-Charge, Reserve Bank of India, Premises Department, Mumbai. DRC shall be comprising of minimum three members with at least one senior officer not connected with the project/ procurement. Place of Arbitration –Mumbai, India
Insurance in respect of damages to Persons and Property	CLAUSE 31
	Contractor shall take following Insurance Policies: **1)** Contractor's All Risk Policy for the full Contract Value and available up to completion of the work. **2)** Workmen Compensation Policy for all workmen deployed at site. Minimum limit of coverage under the policy shall be Rs 5 lakhs per person for any one accident or occurrence and Rs 10 lakh in respect of damage to property for any one accident or occurrence. Policy shall be available upto the completion of Defect Liability Period. **3)** Policy covering accidents to staff, Engineers, supervisors and others who are not governed by Workmen's Compensation Act.

Place : **Signature and seal of bidder**

Date:

ANNEXURES

TO

VARIOUS SECTIONS AND SCHEDULE

Annex 1

Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

यह करार की शर्तें मुंबई में **.....** को एक पक्ष भारतीय रिजर्व बैंक जिसका केंद्रीय कार्यालय मुंबई में है (इसके पश्चात जिसे नियुक्ता कहा गया है) और दूसरा पक्ष ..... है (जिसे इसके बाद ठेकेदार कहा गया है) के बीच हुआ है।	ARTICLES OF AGREEMENT made the .....day of .....between the Reserve Bank of India having its Central Office at Mumbai, (hereinafter called "the Employer") of the one part and..... (hereinafter .....called .....the Contractor") of the other part.
जबकि नियोक्ता मुंबई के बांद्रा (पूर्व) में BKC स्थित RBI की C-7 बिल्डिंग में चार मंजिलों पर टॉयलेट ब्लॉक का नवीनीकरण।का काम करने का इच्छुक है और उसने किए जाने वाले कार्यों का वर्णन करने वाले चित्र और विनिर्देश तैयार किए हैं।	WHEREAS the Employer is desirous of carrying out the work of **Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai**. and has caused drawings and specifications describing the works to be done.
और जबकि उक्त रेखाचित्रों, विशिष्टताओं और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।	AND WHEREAS the said drawings, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.
और जबकि ठेकेदार यहाँ तय की गई शर्तों, विशेष शर्तों में उल्लिखित शर्तों तथा संविदा की शर्तों एवं मात्राओं की अनुसूची में बताई गई शर्तों पर (उक्त सभी को आगे सामूहिक रूप से " उक्त शर्तें" कहा जाएगा), उक्त ड्रोविंग (रेखाचित्र) में दर्शाए और / या उक्त विशिष्टताओं में वर्णित और उक्त मात्राओं की अनुसूची में दर्शाए कार्य, वहाँ पर तय की गई दरों के अनुरूप, भुगतान के लिए देय राशि या ऐसी अन्य राशि जो उसके तहत देय हो (जिसको इसके बाद " उक्त ठेका राशि" के रूप मे संदर्भित किया जाएगा") के अधीन कार्य करने के लिए सहमत है।	AND WHEREAS the Contractor has agreed to execute upon and 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 rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said

	Contract Amount").
अब यहाँ से इस प्रकार सहमति बनी है	NOW IT IS HEREBY AGREED AS FOLLOWS:
उक्त विचारणीय राशि के संदर्भ में, जो कि इस करार में तय तरीके के अनुसार भुगतान की जाएगी, ठेकेदार द्वारा उक्त रेखाचित्रों में दर्शाए गए एवं उक्त विशिष्टताओं तथा मात्राओं की अनुसूची में वर्णित काम को पूर्ण करने एवं शर्तों को कार्यान्वित करने के अधीन होगी।	In considerations of the 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 Specifications and the Schedule of Quantities.
नियोक्ता ठेकेदार को शर्तों मे उल्लेखित तरीके के अनुसार संविदा राशि या ऐसी अन्य राशि जो देय हो का समय पर भुगतान करेगा।	The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
उक्त शर्तों में "वास्तुकार" शब्द का अर्थ इस संविदा के तहत नवीनीकरण कार्यों की वास्तु योजना और डिजाइनिंग आदि के उद्देश्य से 'वास्तुकार' होगा।	The term "Architect" in the said conditions shall mean 'Architect' for the purpose of architectural planning & designing etc. of the Renovation works under this contract.
भारतीय रिज़र्व बैंक निर्माण कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान और संविदा के विभिन्न नियमों, शर्तों और पूर्वापेक्षाओं के कार्यान्वयन के लिए सीधे व्यवस्था और प्रबंध करेगा।	The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
यहाँ उल्लेखित शर्तें और विभिन्न अनुसूचियों को इस करार के आधार के रूप में पढ़ा और समझा जाएगा और यहाँ मौजूद पार्टियां अपनी ओर से उक्त शर्तों द्वारा बंधे हैं, स्वयं को उक्त शर्तों को समर्पित करते हैं और उक्त शर्तों में उल्लेखित अनुसार अपनी ओर से करार का निष्पादन करेंगे ।	The said conditions and various schedules 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.
करार और यहाँ उल्लिखित दस्तावेज़ इस संविदा का आधार बनाएँगे	The agreement and documents mentioned herein shall form the basis of this Contract.
यह अनुबंध न तो एक निश्चित एकमुश्त अनुबंध है और न ही टुकड़ा कार्य अनुबंध है, बल्कि मुंबई के बांद्रा (पूर्व) में BKC स्थित RBI की C-7 बिल्डिंग में चार मंजिलों पर टॉयलेट ब्लॉक का नवीनीकरण के संबंध में कार्य करने का अनुबंध है।. दरों और संभावित मात्राओं की अनुसूची में निहित दर पर या उक्त शर्तों में प्रदान	This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of **Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.** To be paid for according to actual measured quantities at the rate contained in the Schedule of rates and

की गई दर पर वास्तविक मापी गई मात्रा के अनुसार भुगतान किया जाना है।	Probable Quantities or as provided in the said Conditions.
उक्त शर्तों में निर्धारित तरीके के अनुसार ठेकेदार सिविल निर्माण कार्यों से संबंधित सभी कार्यों, सेनेटरी कार्य और फिटिंग, स्थायी जल आपूर्ति, विद्युत इन्सटालेशन, फिटिंग, एयर कंडीशनिंग और अन्य संबंद्ध कार्यों से संबंधित सभी कार्यों को करने के लिए हर उचित सुविधा प्रदान करेगा और इस तरह के कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान को पुन: ठीक करेगा।	The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
नियोक्ता के पास इस संविदा के पूर्वाग्रह के बिना कार्य के किसी भी वस्तु (आइटम) को जोड़कर या हटाकर या उसी के कुछ भाग को बनाए रखकर रेखाचित्र और कार्य की प्रकृति को बदलने का अधिकार सुरक्षित है।	The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same arrived out without prejudice to this contract.
समय को इस संविदा के तत्व के रूप में माना जाएगा और ठेकेदार एतदद्वारा साइट को सौंपे जाने के तुरंत बाद या उक्त शर्तों में उल्लिखित कार्यारंभ की निर्धारित तिथि से, जो भी बाद में हो, काम शुरू करने और तथापि समय विस्तार प्रावधानों के अधीन सम्पूर्ण कार्य को पूरा 1 महीने के भीतर पूर्ण करने के लिए सहमत है।	Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within **1 month** subject nevertheless to the provisions for extension of time.
इस संविदा के तहत नियोक्ता द्वारा सभी भुगतान केवल मुंबई में ही किए जाएंगे।	All payments by the Employer under this Contract will be made only at Mumbai
इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और उसका निर्धारण केवल मुंबई में स्थित न्यायालय के अधिकार क्षेत्र में होगा।	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
यह कि इस संविदा के कई अंशों को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है। ठेकेदार निविदा में दी गई मात्रा से अधिक मात्रा के भुगतान के लिए तब तक हकदार नहीं होगा जब तक कि बैंक के प्रभारी अभियंता से विशिष्ट लिखित अनुदेशों के तहत आदेश नहीं दिया जाता है।	That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.

ठेकेदार बैंक के बुनियादी ढांचे प्रणालियों / उपकरणों / आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी के साथ खुलासा नहीं करेगा, जो कि इस क़रार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार क़रार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नही करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा। ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस क़रार के तहत गोपनीय जानकारी के गैर-रकटीकरण के दायित्वों को पूरी तरह से संतुष्ट किया जा्प रहा है। गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार-के दायित्व किसी भी कारण से होने वाले इस क़रार की समाप्ति या समापन को बचाय◌े◌ंगे।	The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will Survive the expiry or termination of this agreement for whatever reason.
15. **कार्य स्थल पर महिलाओं के यौन उत्पीड़न की रोकथाम का खंड**	15. **Clause of Prevention of Sexual Harassment at Work place**:- a) The firm shall be solely responsible in case of any compliant of sexual harassment against its

ए) फर्म, बैंक के परिसर के भीतर अपने (फर्म के) कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में पूर्णत: जिम्मेदार होंगी, भारतीय रिज़र्व बैंक द्वारा क्षेत्रीय समिति के समक्ष शिकायत दर्ज की जाएगी और बैंक उस शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाही की जाना सुनिश्चित करेगा। बी.) बैंक के किसी भी कर्मचारी के विरुद्ध फर्म के किसी भी कर्मचारी की तरफ से यौन उत्पीड़न होने की कोई भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। सी.) फर्म किसी भी मौद्रिक क्षतिपूर्ति के लिए जिम्मेदार होगा, जिसे फर्म के कर्मचारियों को शामिल करने वाली घटना में भुगतान करने की आवश्यकता हो सकती है, उदाहरण के लिए बैंक के कर्मचारी को कोई भी मौद्रिक राहत, अगर समिति द्वारा फर्म के कर्मचारी द्वारा यौन उत्पीड़न किया जाना साबित होता है। डी) फर्म कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा। ई) फर्म बैंक परिसर में नियोजित अपने कर्मचारियों की पूर्ण एवं अध्यतन सूची उपलब्ध कराएगा।	employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint. b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank. c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved. d) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. e) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
16. **गैर-प्रकटीकरण खंड** - ठेकेदार बैंक के बुनियादी ढांचे प्रणालियों / उपकरणों आदि के बारे में प्रत्यक्ष या / अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के साथ खुलासा नहीं करेगा, जो कि इस क़रार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार क़रार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा	16. **Non-Disclosure clause**: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to

के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नही करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा। ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस क़रार के तहत गोपनीय जानकारी के गैर-रकटीकरण के दायित्वों को पूरी तरह से संतुष्ट किया जा्प रहा है। गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार-के दायित्व किसी भी कारण से होने वाले इस क़रार की समाप्ति या समापन को बचाय ंगे।	comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
17. <u>न्यूनतम मजदूरी अधिनियम :</u> ठेकेदार लागू न्यूनतम मजदूरी अधिनियम व श्रम अधिनियम का अनुपालन करेंगे। किसी भी सांविधिक नियम / अपेक्षाओं के अनुसार जारी नोटिस / दंड, यदि कोई हो तो, का भुगतान ठेकेदार द्वारा बैंक से किसी दावे के बगैर किया जाएगा।	17. **Minimum Wages Act**: - Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.
18. कोविड -19 की वर्तमान महामारी की स्थिति में पालन किए जाने वाले प्रोटोकॉल, हिफ़ाजती उपाय और सुरक्षा मानदंड : ठेकेदारों को कोविड -19 की वर्तमान महामारी की स्थिति के दौरान बैंक द्वारा निर्धारित सभी सुरक्षा, हिफ़ाज़ती मानदंडों और	18. Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed: The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mass, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand glauses, movement of

मानक प्रोटोकॉल का पालन करना होगा जैसे कि मास्क पहनना, हैंड सैनिटाइज़र का उपयोग करना, नियमित रूप से साबुन डिस्पेंसर से हाथ धोना, हाथ के दस्ताने पहनना, केवल कार्य स्थल से संबंधित श्रमिकों की आवाजाही, नियमित सुरक्षा जाँच आदि। इसका उल्लंघन करने पर बैंक के शिष्टाचार व सुरक्षा अधिकारी द्वारा प्रत्येक अवसर पर जुर्माना लगाया जा सकता है, जो ठेकेदारों को देय भुगतान से वसूल किया जा सकता है।	the workers only pertaining to the work place, regular security checks etc. The violation of the same may be entitled for penalty on each occasion imposed by the Bank's P & SO, which may be recovered from the payment due to the contractors.
19. संविदा की समाप्ति के कारण चूक के मामले में ठेकेदारों से वसूल की जाने वाली क्षतिपूर्ति : यदि कार्य/संविदा के पूरा होने से पहले किसी भी पार्टी द्वारा संविदा को समाप्त कर दिया जाता है। यह माना जाता है कि, ठेकेदार निर्धारित समय अवधि और स्वीकृत विस्तार में उपर्युक्त कार्य को पूरा करने में विफल रहे हैं। बचा हुआ या शेष कार्य सीधे बैंक द्वारा ठेकेदारों के जोखिम और लागत पर किया जाएगा। इस तरह की जोखिम और लागत राशि यानी ठेकेदारों की निविदा दरों के आधार पर लागत और कार्य पूरा करने के लिए बैंक द्वारा की गई नई संविदा की दरों के अनुसार प्राप्त राशि के बीच अंतर की गणना से प्राप्त राशि। यह जोखिम और लागत राशि बैंक द्वारा ठेकेदारों को देय किसी भी राशि जैसे अंतिम बिल की सकल राशि, निष्पादन बैंक गारंटी राशि, संविदा की अद्यतित परिवर्तित प्रतिभूति जमा (ईएमडी और आरएमडी) इसके अतिरिक्त सभी संपदा प्रकोष्ठों / कार्यालय यानी संपदा कार्यालय, फोर्ट, , बीकेसी कक्ष, बीकेसी कक्ष इत्यादि में लंबित किसी भी अन्य बिल / बिलों सहित के समक्ष देय राशि में से वसूल की जाएगी, जो कि संविदा की जबरन समाप्ति और कार्य को पूर्ण करने में व्यर्थ हुए	19. Compensation to be recovered from the Contractors in case of default on account of termination of contract: If the contract is terminated from either of the party before completion of work/contract. It is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, BKC Cell, BKC Cell etc.

समय के कारण बैंक द्वारा उठाया गया एक प्रत्यक्ष वित्तीय नुकसान है।	
इसके साक्ष में, नियोक्ता और ठेकेदार ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं एवं दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं। (यदि ठेकेदार एक साझेदारी या व्यक्तिगत स्वामित्व है) इसके साक्ष में, नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं और ठेकेदार ने अपनी आम मुहर को यहां लगाया है और इसके बाद उसकी ओर से दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं।	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual) IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written. (If the Contractor is a Company)

भारतीय रिजर्व बैंक द्वारा हस्ताक्षरित और वितरित	SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
श्री _____ के द्वारा	Shri _____
(नाम और पदनाम)	(Name and Designation)
इनकी उपस्थिति में -	..... In the presence of
साक्षी -	Witnesses –
1. _____	1. _____
पता:	Address:
2. _____	2. _____
पता:	Address:
यदि भाग साझेदारी फर्म या व्यक्तिगत स्वामी है, तो सभी के द्वारा या सभी भागीदारों की तरफ से हस्ताक्षरित होना चाहिए	If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.

..... के द्वारा हस्ताक्षरित और वितरित किया गया था। साक्षी 1)..... पता .... 2) ..... पता	SIGNED AND DELIVERED BY ..... Witnesses – 1)..... Address .... 2) ..... Address ....

दिनांक ..... को आयोजित बैठक में निदेशक मण्डल द्वारा पारित संकल्प के अनुसरण में आम मुहर यहाँ के लिए लगाई जाती है। की उपस्थिती में (1) .... (2)	यदि ठेकेदार ने आम मुहर के तहत हस्ताक्षर किये हैं, तो उस हस्ताक्षर का संस्था के अंतर्नियम में मुहर क्लॉज के साथ मिलान करना चाहिए। यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति	THE COMMON SEAL OF Was hereunto affixed pursuant to the resolutions passed By its Board of Directors at the meeting held on .... In the presence of 1. .... 2.	If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations. The Contractor is signing by the hand of power of attorney whether a company or individual.
निदेशक जिन्होंने वहाँ मौजूद की उपस्थिति में इन प्रस्तुतों पर हस्ताक्षर किये हैं - (1)		Directors who have signed these presents in taken thereof in the presence of (1) ..... (2)	

(2)	
2. _____	2. _____
यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति	If the Contractor is signed by the hand of Power of Attorney, whether of a company or an individual
इनके द्वारा हस्ताक्षरित और वितरित-- इन के हाथ से ठेकेदार द्वारा श्री_____ और विधिवत गठित वकील	SIGNED AND DELIVERED BY - The Contractor by the hand of Shri _____ and duly constituted attorney.

Annexure-2

Proforma of Bank Guarantee for Earnest Money Deposit/BID Security
(On Non-Judicial Stamp Paper of appropriate value)

Place :_____ Date :_____

Chief General Manager,

Reserve Bank of India,

Estate Cell,

CBD Belapur 400 416

Madam/ Sir,

Name of work: Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'Employer') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹ _____ (Rupees _____ only) as Earnest Money Deposit.

M/s _____, (hereinafter called as "Tenderer/Bidder"), who are our constituents 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 ₹ _____ (Rupees _____ only). In respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to 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 ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money 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 ₹_____ (Rupees _____ Only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (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 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 ₹ _____ (Rupees _____ only).

b) Our liability under these presents shall not exceed the sum of ₹ _____ (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 there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to six months from _____ (date of scheduled completion) 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 hereinabove 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 the date under clause (d) above of 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)

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

Annex 3

PROFORMA OF BANK GUARANTEE for PERFORMANCE (SECURITY DEPOSIT)

(On Non-Judicial Stamp Paper of appropriate value)

Place:_____
Date:_____

Regional Director
Reserve Bank of India
Estate Cell BKC
Mumbai

Dear Sir,

Name of Work : Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai. .

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

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

NOW THIS GUARANTEE WITNESSETH

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

sum of ₹ (Rupees only).

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

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

We hereby further agree that –

f) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹_____(Rupees_____ only).

g) Our liability under these presents shall not exceed the sum of₹_____(Rupees _____ only) .

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

i) This guarantee shall remain in force up to_____(30 days beyond the work completion period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

For and on behalf of_____(Name of the Bank)

Signature of authorized Bank official
Name:
Designation:

Stamp/ Seal of the Bank

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

Witness 1	Witness 2
Signature ……	Signature ……
Name ……	Name ……
Address ……	Address ……

Annexure – 3A

PROFORMA OF BANK GUARANTEE FOR WATERPROOFING PERFORMANCE (Not Applicable)

Place: _____

Date: _____

Regional Director
Reserve Bank of India
Estate Cell BKC
Mumbai

Dear Sir,

PROVIDING AND FIXING FURNITURE IN STAFF CANTEEN, RBI BKC OFFICE BUILDING, BANDRA (EAST), MUMBAI. .

Performa Bank Guarantee for WATERPROOFING PERFORMANCE

WHEREAS

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

AND whereas the contractor is bound by the said Contract to submit to RBI a Performance waterproofing guarantee for a total amount of Rs_____ (Rupees_____ _____only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, _____(Name of the Bank), (hereinafter called "the Bank"), at the request of M/s_____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Waterproofing Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

We _____(Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligation under the said condition of the contract or have committed a breach thereof, which conclusion shall be binding on us all as well as the said contractor;

we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs._____ (Rupees _____only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as make to the Performance Waterproofing Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs._____(Rupees _____only).

1. 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 the demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded not withstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any court, Tribunal or Arbitrator/s relating thereto and the liability to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
2. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understanding between the RBI and the Contractor.
3. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that-

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs._____ (Rupees _____only)
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/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
d) This guarantee shall remain in force up to _____(60 days beyond 5 years from virtual completion of the work) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said

constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorised Bank official

Name:

Designation:

Stamp/Seal of the Bank

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

Witness 1

Signature.....

Name.....

Address.....

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

Annex 4

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
(On Non-Judicial Stamp Paper of appropriate value)

To,
Regional Director
Reserve Bank of India
Estate Cell BKC
Mumbai

Dear Sir/Madam,

Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai. .

We……..…….(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. …… ……..…… ……(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of …….……. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature/(s) of the Bidder
Name/(s)
Stamp/Seal of the Bidder
Note:
Power of Attorney should be properly stamped and notarized
Power of Attorney furnished by Contractor shall be irrevocable.

Annex 5

Proforma for providing input for NEFT Payment RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

2. Supplier's / Vendor's Name as per Bank Records:

3A. Supplier's Code

3B. Supplier's PAN Number: #

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008, hence ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation

2. Supplier's / Vendor's Complete Postal Address:

Door No.								Street:													
Location:								District:													
City:								State					PIN								

3. Supplier's / Vendor's E-mail ID:

4. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

M

5. Name of the Bank:

6. Bank (Branch) Postal Address:

7. RTGS*/NEFT /MICR- Code of the Branch:**

RTGS:																					
NEFT:																					
MICR:																					

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer". MICR- Magnetic Ink Recognition Character These "IFSC" Codes are unique numbers of each Branch – " Indian Financial Services Code". For some Branches boththe codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

8. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:		ash Credit Account:		Curre t Account:	

9. Bank Account Number of the Supplier: ©

© Fill up from the 1st column. For the balance left out blank columns, please mention

'x' mark. We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

Date: Supplier's Seal: Authorized Signature of the Supplier:

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

Annex 6

Proforma for Indemnifying the Employer against Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To,
Regional Director
Reserve Bank of India
Estate Cell BKC
Mumbai

Dear Sir/Madam

Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.

We, M/s …… (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

Authorized signatory

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

Regional Director
Reserve Bank of India
Estate Cell BKC
Mumbai

Dear Sir/Madam

Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.

M/s___(Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India 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 ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorized signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date: Place

Annex 8

FORMAT OF MEASUREMENT BOOK

M.B.No Page No.___

Tender Item No./ Tender Page No.	Full Description of item of work	Measurements				Quantity
		No.	L	B	D/H	

Abstract of cost for Running/Final Bill

Running Bill no: …….

M.B. No. _____ Page No. _____

Serial No.	Tender Item No.	Description	Quantity	Rate ₹	Unit	Amount ₹
1	2	3	4	5	6	7

Part- II may be prepared taking into consideration buyback, if any, are there.

Annexure 9

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

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

To,

…….

Reserve Bank of India

……..

Name of Work: Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.

I/ We.....(Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM)F. No.6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/We certify that.....(Name of the bidder)

i. Is not from a country sharing landborder with India,or
ii. Is from a country sharing landborder with India and has been registered with the Competent Authority, the certificate of which is enclosed,or

iii. Is from a country sharing land border with India where Government of India has extended lines of credit,or

iv. Is from a country sharing landborder with India where Government of India is engaged in development projects.

(Strike out whichever of the above is not applicable).

3. I/We further certify that ..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred OfficeMemorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank /RBI to sub-contract I/we ..... (Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

4. I/ We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in *tenders* invited by the Bank *in* future.

Signature and name of the authorized signatory of the Bidder

With rubber stamp

Place:

Date:

Annexure 10

Grounds for debarment of firms from bidding:

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

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

of the code of integrity:

a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g. obstruction of any investigation or auditing of a procurement process.

h. making false declaration or providing false information for participation in a tender process or to secure a contract;

i. failed to disclose conflict of interest.

j. failed to disclose any previous transgressions made in respect of the provisions of subclause (i) with any public institution/ entity in India or any other country during the last three years or of being debarred by any public procuring institution/ entity.

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

3. If the bidder has been convicted of an offence- (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Annexure 11

Undertaking for declaration of debarment by public institution(s):

{To be submitted by the tenderer on their letterhead)

Name of Work: Providing and fixing furniture in staff canteen, RBI BKC Office Building, Bandra (East), Mumbai.

1. I/We .... (Name of the bidder) declares that:

a) I/we or any of our allied firm* is/ are not debarred/ suspended/ blacklisted by any public institution / entity in India or any other country as on ... . (last date of submission of bid) .

b) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on .. .. (last date of submission of bid).

c) we will inform the Bank in writing, in case, I/we or any of our allied firm• is/are debarred/ suspended/ blacklisted by any public institution/ entity in India or any other country on or before award of work for the captioned work.

2. I/We .... (Name of the bidder) declare that I/we or our allied firm* ... . (Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by .. .. (Name and address of public institution in India or any other country) and the same effective upto ..... (date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms

Unpriced Schedule of Quantities

1	**Rectangular Dining Table :** Providing and Making Dining Table of required size with supporting undertop SS frame work made out of 304 grade Stainless of steel pipes, angles, plate etc. including cutting, welding, grinding, buffing, polishing, etc.as directed by the Bank and as per following spefications: a. The undetop supporting SS framework shall comprise of Two vertical legs/supports of 100 mm dia. Hollow SS pipe resting on SS circular base plate of size 300mm dia X 10 mm. The vertical legs/supports shall be joined with mid support of 40mm dia (16 gauge 304 grades) S S pipe and top SS frame. b. Top SS frame for supporting table top shall be made out of SS angle 35x35x5mm as peripherial frame and two cross member of SS angle 35X35X5 mm both ways for connecting vertical legs. c. The Dining table top made out of 19 mm thick MR grade marine ply wood (IS 710 : 2010) fixed on under structure and top should be covered with 6mm thick corian of approved shade & pattern with border all round finished and with 6mm thick corian . Marine ply wood base should be rigidly screwed to top SS angle frame. Entire corian surface shall be finished with rubbing & buffing as per the instructions of Bank's Engineer. Basic rate of 6mm thick corian sheet: Rs 6000 Per Sqm exclusive of GST		
	Note: The fabrication and manufacturing process is to be carried out in the workshop and only assembly and installation work is to be done at site. **If required, workshop visit of Bank's Engineer should be facilitated.**		
1.1	Table top Size: (1800 x 1000x 750 height) Only table top (SS supports to be paid extra)	6.00	Nos
1.2	Table top Size: (1400 x 1000x 750 height) Only table top (SS supports to be paid extra)	6.00	Nos
1.3	Table top Size (900x900x750 height) Only table top (SS supports to be paid extra)	7.00	Nos

1.4	Table topSize 3500 x500x750 height Only table top (SS supports to be paid extra)	1.00	Nos
1.5	Table top Size: (1200 x 900x750 height) Only table top (SS supports to be paid extra)	3.00	Nos
2	**Circular Dining Table :** Providing and Making Dining Table of required size with supporting undertop SS frame work made out of 304 grade Stainless of steel pipes, angles, plate etc. including cutting, welding, grinding, buffing, polishing, etc.as directed by the Bank and as per following spefications: a. The undetop supporting SS framework shall comprie of SS pipes/angles as per design. b. Top SS frame for supporting table top shall be made out of SS angle as per design. c. The Dining table top made out of 19 mm thick MR grade marine ply wood (IS 710 : 2010) fixed on under structure and top should be covered with 6mm thick corian of approved shade & pattern with border all round finished and with 6mm thick corian . Marine ply wood base should be rigidly screwed to top SS angle frame. Entire corian surface shall be finished with rubbing & buffing as per the instructions of Bank's Engineer. Basic rate of 6mm thick corian sheet: Rs 6000 Per Sqm **exclusive of GST**		
	Note: The fabrication and manufacturing process is to be carried out in the workshop and only assembly and installation work is to be done at site. **If required, factory visit of Bank's Engineer should be facilitated.**		
2.1	400mm wide circular table around column: Only table top (SS supports to be paid extra)	1.00	Nos
2.2	640mm wide, two circular tables connected between two columns: Only table top (SS supports to be paid extra)	1.00	Nos
3	Providing fixing and installing SS understructure for both rectangular and circular tables, comprising of SS pipes, angles, plates etc of required size, including cutting, welding, grinding, buffing, polishing, etc. all complete as directed by the Bank's Engineer.	350.00	Kg

	Note: The fabrication and manufacturing process is to be carried out in the workshop and only assembly and installation work is to be done at site. If required, workshop visit of Bank's Engineer should be facilitated.		
4	**Dining Chairs:** Providing and supplying ready made chairs of approved make and design. Rates shall be inclusive of transport, loading-unloading etc. The basic rate of chairs is Rs.3500/- per No. exclusive of GST	101.00	Nos
		Total	
		GST @18%	
		Grand Total	