भारतीय रिज़र्व बैंक
बेलापुर
निविदा आमंत्रण सूचना

भारतीय रिज़र्व बैंक, बेलापुर, केंद्रीय सार्वजनिक खरीद पोर्टल (CPPP) के माध्यम से "**खारघर में प्राइमरी डेटा सेंटर और रिज़र्व बैंक ऑफिसर्स कॉलोनी के बीच कंपाउंड वाल (Compound Wall) का निर्माण**" के कार्य के लिए ई-निविदा आमंत्रित करता है। ई-निविदा और विस्तृत निविदा नोटिस, CPP पोर्टल https://etenders.gov.in/eprocure/app पर तथा भारतीय रिज़र्व बैंक की वेबसाइट https://www.rbi.org.in पर 'निविदा' (Tenders) मेनू के अंतर्गत उपलब्ध हैं।

2. ई-निविदा प्रक्रिया में भाग लेने के लिए सभी बोलीदाताओं को केंद्रीय सार्वजनिक खरीद पोर्टल (सीपीपीपी) पर अपना पंजीकरण कराना होगा।

निविदा अनुसूची (एसओटी))

क. कार्य का नाम	खारघर में प्राइमरी डेटा सेंटर और रिज़र्व बैंक ऑफिसर्स कॉलोनी के बीच कंपाउंड वाल (Compound Wall) का निर्माण
ख. ई-निविदा सं	2026_RBI_299043_1
ग. निविदा का माध्यम	ई- खरीद प्रणाली (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली https://etenders.gov.in के माध्यम से))
घ. कार्य की अनुमानित लागत	**₹31,05,648/- (रुपये इकतीस लाख पाँच हजार छह सौ अड़तालीस मात्र)**
ङ. पार्टियों के डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	25 नवम्बर 2026 सांय 5.00 बजे से
च. बोली-पूर्व बैठक की तिथि और समय (ऑफ़लाइन)	08 दिसम्बर 2026; अपराह्न 3:00 बजे दूसरी मंजिल, संपदा कक्ष, आरबीआई बेलापुर, एचएच निर्मलदेवी मार्ग, सेक्टर 10, सीबीडी बेलापुर. (प्रश्न 07 दिसंबर 2026 तक estatebelapur@rbi.org.in पर हमें भेजे जा सकते हैं।
छ. i) बयाना राशि	**₹ 62,113 /- (केवल बासठ हजार एक सौ तेरह रुपये) एनईएफटी या बीजी/डीडी के रूप में, भारतीय रिज़र्व बैंक, बेलापुर के पक्ष में, भारतीय रिज़र्व बैंक, संपदा कक्ष, आरबीआई बेलापुर में भौतिक रूप से जमा किया जाना है।** NEFT details Beneficiary Name: RBI Belapur

ii) निविदा शुल्क	Beneficiary A/c No: 186003001 IFSC: RBIS0NMPA01 (Fifth and Tenth characters in IFSC are Zero) कृपया हमें ईएमडी जमा करने का प्रमाण निम्नलिखित ईमेल आईडी पर भेजें: estatebelapur@rbi.org.in ii) कोई निविदा शुल्क नहीं
ज. ईएमडी जमा करने की अंतिम तिथि	22 दिसम्बर 2026 को या उससे पहले दोपहर 12:00 बजे तक (हमारे खाते में दिखना चाहिए)
झ. ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि	25 नवम्बर 2026, सांय 5:00 बजे
ण. तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा जमा करने की अंतिम तिथि	22 दिसम्बर 2026, दोपहर 12:00 बजे तक
त. प्रथम भाग (तकनीकी-व्यावसायिक बोली) खोलने की तिथि एवं समय द्वितीय भाग (मूल्य बोली) खोलने की तिथि एवं समय	23 दिसम्बर 2026, दोपहर 12:00 बजे पात्र बोलीदाताओं को सूचित किया जाएगा।

3. सभी निविदाकर्ता कृपया ध्यान दें कि भविष्य में ई-निविदा में कोई भी संशोधन/शुद्धिपत्र जारी होने पर, इसकी सूचना केवल आरबीआई की वेबसाइट और ऊपर दिए गए केंद्रीय सार्वजनिक खरीद पोर्टल (सीपीपीपी) पर ही दी जाएगी और इसे समाचार पत्र में प्रकाशित नहीं किया जाएगा

4. बैंक सबसे कम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

5. इसके अतिरिक्त, यह नोटिस केवल सूचना के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में भाग लेने के लिए खुला आमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित खरीद संस्था के सूचीबद्ध ठेकेदारों तक ही सीमित है। बिना आमंत्रण के प्राप्त प्रस्तावों पर विचार नहीं किया जा सकता है। हालांकि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार आरबीआई के साथ पंजीकरण के लिए आवेदन कर सकते हैं।

मुख्य महाप्रबंधक
बेलापुर

भारतीय रिज़र्व बैंक Reserve Bank of India

संपदा कक्ष, सीबीडी बेलापुर Estate Cell, CBD Belapur

Address: H.H Nirmala Devi Marg, Sector-10, C.B.D. Belapur Navi Mumbai, 400 614.
Phone: 022 2752 3126 Email: estatebelapur@rbi.org.in

E-Tender For

Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar.

(Tender No. 2026_RBI_299043_1)

Part – I

(Techno Commercial bid)

Name of Tenderer: _____

Address: _____

e-Tender no	**2026_RBI_299043_1**
Date and time of e-Tender available for viewing	**From: November 25, 2026, 17:00 Hrs.**
Availability of tender (Part-I and Part-II) for submission	**From: November 25, 2026, 17:00 Hrs.**
Date and time of Pre-bid meeting	**December 08, 2026; 15:00 Hrs. (Offline** Venue: Estate Cell 2nd floor, Reserve Bank of India, H.H Nirmala Devi Marg, Sector -10, CBD Belapur, Navi Mumbai. *Note:- Queries may be forwarded to us by December 07, 2026 at estatebelapur@rbi.org.in*
Last date of Submission of e-Tender	**December 22, 2026, 12:00 Hrs.**
Date and time of opening of part-I of e-Tender	**December 23, 2026, 12:00 Hrs.**
Estimated Cost	**₹31,05,648/- (Rupees Thirty-One Lakh Five Thousand Six Hundred and Forty-Eight only) inclusive of GST**

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Section-I

Notice Inviting e-Tender (NIT)

Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar -E-tender

1. The Belapur Office invites Limited E-Tender in two parts for captioned work. The estimated cost of the work is **₹ 31,05,648/- (Rupees Thirty-One Lakh Five Thousand Six Hundred and Forty-Eight only) inclusive of GST** and is to be completed within **60 days.**

2. **Eligibility Criteria:** Bidders under category (V) Civil Work: External Category under amount ₹25 lakh to ₹ 50 lakh empanelled with RBI, Mumbai Regional Office.

3. The e-tender will be carried out by **Central Public Procurement Portal (CPPP)** **https://etenders.gov.in/eprocure/app** as third party on behalf of RBI. Therefore, interested firms are required to register on the CPP portal to participate in the tendering process. The detail regarding the registration on CPPP and procedure of e tendering has been attached at **Annexure II.** E-Tender shall be submitted online in two parts. Part I of the e-tender will contain the standard technical and commercial conditions for the proposed services/work and Part II of the e-tender will contain the price bid. All required annexures along with documentary proofs will also be uploaded along with Part I of the tender. This is an e-tender bid and the bidders are not required to be present for opening.

4. The Bank is under no obligation to accept the lowest bid and reserves the right to accept any tender either in whole or in part. The Bank reserves the right to reject any or all tenders at its sole discretion, without providing any reason therefor.

5. The Bank reserves the right to issue addendum / corrigendum/ minutes/ pre-bid meeting, which shall be published solely on the official website of RBI and CPPP. Such updates shall form an integral part of the tender document, and no separate notification will be sent to the individual bidders. It is the sole responsibility of the bidder to monitor these portals for any amendment/s.

6.The schedule for the tender (SOT) is as follows:

i.	E-Tender no	**(Tender No. 2026_RBI_299043_1)**
ii.	Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through CPPP Portal

		(https://etenders.gov.in/eprocure/app)
iii.	Estimated Cost	**₹31,05,648/- (Rupees Thirty-One Lakh Five Thousand Six Hundred and Forty-Eight only)**
iv.	Time period for completion of the services / work	60 (Sixty) Days from 14th day of issue of work order
v.	Earnest Money Deposit (Only through NEFT / Demand Draft / Bank Guarantee)	**₹62,113/- (Rupees Sixty-Two Thousand One Hundred and Thirteen only) by** **1) NEFT, RBI A/c.No.** **Beneficiary Name: RBI Belapur** **Beneficiary A/c No: 186003001** **IFSC: RBIS0NMPA01** **(**Fifth and Tenth characters in IFSC are Zero) Kindly mention your name/ company name in the NEFT Transaction remarks. **2) Demand Draft / Banker's Cheque / Bank Guarantee:** In favour of Reserve Bank of India to be delivered in physical form at RBI, Belapur.
vi.	Date of availability of E-Tender Document for download on CPPP portal / RBI website	November 25, 2026, from 17:00 Hrs onwards
vii.	Starting date of e-tender for submission of Part I (Techno-Commercial Bid) and Part II (Price Bid) at CPP Portal	November 25, 2026, from 17:00 Hrs onwards
viii.	Date and time of pre-bid meeting	December 08, 2026 at 15:00 Hrs Venue: Estate Cell 2nd floor, Reserve Bank of India, H.H Nirmala Devi Marg, Sector -10, CBD Belapur, Navi Mumbai.

		Note:- Queries may be forwarded to us by December 07, 2026 at estatebelapur@rbi.org.in
ix.	Date of Publishing minutes of pre-bid meeting on RBI website/ CPPP	December 11, 2026
x.	Last date and time of submission of EMD	December 22, 2026 till 12:00 Hrs (must be reflected in our account)
xi.	Last date and time of submission of Tender	December 22, 2026 till 12:00 Hrs
xii.	a. Date and Time of opening of Part I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	December 23, 2026, 12:00 Hrs. Part II of the tender will be opened only for those bidders who are found eligible upon scrutiny of the Part I submissions. The eligible bidders will be informed separately through email.
xiii.	Name of officers regarding any clarification on this tender / forwarding the detail of EMD etc.,	i) Shri. Hemraj.V. Walurkar , Asst. Manager (Tech.-Civil), estatebelapur@rbi.org.in, hvwalurkar@rbi.org.in; Phone : 022 -6987 3126 ii) Smt. Rajani Joshi, AM Estate Cell, E-mail ID rajanijoshi@rbi.org.in Phone No: 022- 6987 3031 iii) Smt. Sharmi R, AM Estate Cell, E-mail ID rsharmi@rbi.org.in Phone No: 022- 6987 3021

Chief General Manager
Reserve Bank of India
Estate Cell
Belapur

Section II

Form of Tender

Chief General Manager
Estate Department
Reserve Bank of India
Belapur, Navi Mumbai

Madam /Dear Sir,

Having examined the drawings, specifications, designs and bill of quantities relating to the services /works specified in the Memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. 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 specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities 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

i.	Name of works	Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar. (Tender No. 2026_RBI_299043_1)
ii.	Estimated cost	₹ 31,05,648/- (Rupees Thirty-One Lakh Five Thousand Six Hundred and Forty-Eight only)
iii.	Payment Terms	As per clause 3 of Section V Part I of tender
iv.	Earnest Money Deposit	₹ 62,113/- (Rupees Sixty-Two Thousand One Hundred and Thirteen only)
v.	Performance Bank Guarantee	As per clause 2 of Section V Part I of tender

vi.	Time of completion	As per clause 1 of Section V and SOT of Section I Part I of tender
vii.	Amount to be deducted from each bill	@5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document or submit BG @ 5% of contract value.

2. We also agree that our tender will remain **valid for acceptance by the Bank for 90 days** from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the **Bank Guarantee** towards **earnest money deposit (EMD)** valid during the entire period of validity of tender and the extended period, if any, as per enclosed proforma **(Annexure IV).**

3. Should our tender be accepted; we hereby agree to abide by and fulfil all the terms and conditions of the contract. In the event of any default on our part, we acknowledge the Bank's right to forfeit our Earnest Money Deposit [EMD] and agree to pay the Bank or its successors, or assignees or nominees, any such sums of money as are stipulated in the said conditions.

4. Should our Tender be accepted; we hereby agree to abide by and fulfil all the terms and conditions of the Tender. In the event of any default thereof, we acknowledge the Bank's right to forfeit ……. and agree to pay to the Bank or its successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

5. We acknowledge that you reserve the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason thereof. If we fail to execute the Contract when called upon to do so, we hereby agree that EMD deposited shall be forfeited by the Reserve Bank of India.

6. We hereby declare that we shall treat the tender documents and other records connected with the work as secret/confidential documents. We undertake not to communicate any information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same nor shall we use the information in any manner that could be prejudicial to the safety, security or interests of the Reserve Bank of India.

Dated this _____ day of _____ 2026.

For and on behalf of M/s _____

_____

(Signature of authorised signatory with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____

name, address and date _____

_____

(2) Signature with _____

name, address and date _____

_____

Section III

General Instructions to Bidders

1. This is Limited e-tender enquiry in two parts i.e. Part I (Techno Commercial) I & Part II (Price bid). Only those bidders empanelled under category (V) Civil Work: External Category under amount ₹25 lakh to ₹ 50 lakh empanelled with RBI, Mumbai Regional Office are eligible to participate in this tender.

2. **Brief Scope of work**: A brief scope of the services/work is as below

- Entering agreement with the Bank.
- Submission work programme
- Submission of schematic / layout drawings as per site conditions and obtaining approvals from the Bank's Engineer before commencement of work at site.
- Delivery of all materials for the captioned work to Bank's site (i.e. at Bank's office building, CBD Belapur, Navi Mumbai and PDC Kharghar) including insurance, packing, handling, transporting, loading / unloading etc., at site and its approval.
- Any other work, related to but not mentioned above, required for completion of the job.

However, detailed scope of the services/work is mentioned at **Section VIII** of this tender.

3. **E-Tender on CPPP**: The procedure for e -tendering has been detailed at Annexure II. The details of firms required to be furnish in format specified at Annexure III. The estimate cost of the services/work with completion period has been mentioned in section I.

4. **Tendering Process**:

a. The tenders for the above services/work in **two parts** i.e., **Part I** containing commercial-technical bid of captioned tender, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and **Part II** containing only rates need to be uploaded at CPP portal as per NIT.

b. Part I of the tender will be opened at the date and time mentioned in the NIT.

c. Part II of the eligible bidders will be opened on a subsequent date under intimation to all the bidders. The detail evaluation criteria is mentioned at **Section III(A)**

Note: All the information/Annexures called for, shall be complete in all respects and to be uploaded in CPP portal with supporting documents. Information furnished on sheets other than those supplied may not be considered. However, the bidders can upload only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered.

5. **Earnest Deposit Money (EMD):** Intending Bidders shall pay an Earnest money a sum of mentioned at section-I NIT by way of NEFT to the Bank or by a Demand Draft or Banker's Cheque drawn on any scheduled commercial bank in favour of Reserve Bank of India payable at **Belapur, Navi Mumbai**. Alternatively, the bidder may also furnish an irrevocable Bank Guarantee/**eBG (electronic BG)** from any scheduled commercial bank for an equivalent amount towards EMD in the proforma enclosed (Annexure – IV). The Bank Guarantee submitted towards EMD shall remain valid up to 90 days from the last date of submission of tenders (matching the tender validity period at Clause 8 of Section III). The proof of NEFT/DD/Bank Guarantee details should be uploaded along with technical bid / Part I and also to be sent by email as mentioned in NIT. No interest shall be paid on EMD. A tender, which is not accompanied by EMD in the form as mentioned above, shall be treated as non-responsive, and will be summarily rejected by the Bank.

i. The EMD of the unsuccessful bidders shall be returned after award of services/work to the successful bidder. The EMD of the successful bidder shall be returned after submission of requisite Bank Guarantee towards security deposit (Refer clause 2 of section V) for completion period extended up to defect liability period.

ii. **EMD shall be forfeited if the Bidder**:

(a) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or

(b) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.

(c) has been blacklisted by any Government agency and the blacklisting is in force as on date of notice inviting the tender.

(d) withdraws bid after opening of the price bid.

(e) fails to commence the services/work awarded within the prescribed time limit.

(f) fails to sign article of agreement within 14 days after issue of services/work order.

6. **Pre-bid Meeting**: A pre-tender briefing meeting of the bidders will be held on date and place as per NIT, to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder.

i. All communications regarding points requiring clarifications shall be given in writing/email to the address mentioned in NIT by the eligible bidders one day before said meeting.

ii. All firms are required to attend the pre-bid meeting in order to get clarification on any issue related to the tender from the Bank. No request for change in date of pre-bid meeting will be entertained thereafter. If a firm don't attend pre bid meeting, no clarification in future will be entertained and Minutes of Pre-Bid meeting will be binding on them.

iii. Inclusion/submission of any deviations in the tender conditions in Part I of the tender after pre-bid meeting may be liable for rejection.

iv. The minutes of pre-bid meeting and corrigendum/modification/addendums issued regarding bidding process if any, will be hosted in the Bank's website and CPPP only and shall not be published in any Newspaper

7. **Deviations:** The Bank discourages the stipulation of any addition conditions by the bidder. However, if the intending bidders feels that any of the terms and conditions of the tender documents (Techno- commercial) are not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions separately. The submitted deviations will be examined and after discussions with all the bidders, the conditions that are accepted to the Bank will be intimated to the bidders. If accepted condition affect the price than all the bidders will be advised to quote a percentage above or below their tendered amount already submitted in part II. The quoting of such as a percentage above or below their tendered amount shall have a definite bearing on the condition/s the bidders have to withdraw or additional benefit liable to be received as per the condition accepted by the Bank. The letter containing the bidder's quoting percentage above or below their quoted tendered amount should be submitted in sealed cover on or before date fixed to department subsequently and advised to the bidders. This letter together with already submitted tendered rate shall be called Part II, will be opened in presence of the representatives of firms on the due date advised. All other terms and conditions on which there are no observations by the intending bidders shall be constructed as acceptable to the bidder.

8. **Validity**: Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening Part I of the Tender. This period may be extended by mutual agreement in writing and the bidder shall not cancel or withdraw the tender during this period.

9. **Language**: The Tender form shall be filled in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.

10. **Rates in price-bid (Part II)**: All the payment will be made in INR

i. The rates quoted shall be firm and shall not be subjected to variations in exchange rate, duties, local levies, GST, custom duty, excise duty, octroi, import/export license fee or any other taxes/ duties imposed by state/ local bodies.

ii. The rates inclusive of insurance cover as mentioned in the special conditions of the contract.

11. **Successful bidder**: As per evaluation criteria mentioned at section III (A).

12.**Article of Agreement:** On receipt of formal intimation/letter of Award/work order of the acceptance of his/their tender from the Bank, the successful bidder shall be contractually bound to sign/execute an **Article of Agreement** (**as per format Annexure V**) within 14 days from the date of issue of work order. The agreement should be executed on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be borne entirely by the bidder.

If the successful bidder fails to sign and execute the formal Article of Agreement within **14 days** from the date of issuance of the workorder/ Letter of Award, such failure shall constitute a breach of the tender conditions. In such an event, the Bank reserves the absolute right to:

i. **Cancel the award** of the contract.
ii. **Forfeit the Earnest Money Deposit (EMD)**absolutely, without any notice or financial liability to the bidder.
iii. **Blacklist or debar** the bidder from participating in future tenders of the Bank for a specified period.

13. **Site condition:** The work has to be carried out in an occupied Office Building which may restrict the availability of work fronts during working hours. The bidders are therefore advised to plan for execution of work beyond Bank's normal working hours and full day working on hours during the Saturdays/Sundays/Bank's holidays subject to availability of site. The above aspect may be kept in mind while submitting the tenders.

i. It is essential that the Bidder gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into Building, and maintenance of neat and orderly conditions in and around work areas inside and outside of Building. Packaging, scrap materials and demolition debris shall be promptly removed from the Building and site on a daily basis.

ii. If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to Building occupants, said works shall be performed during hours as the Bank dictates. The Bidder shall perform such work during The Bank dictated hours and shall include all costs in its tender.

14. **Debarment/court case**: i. 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. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in **Annexure VIII.**

ii. The bidder shall submit the undertaking on declaration of debarment as per the **Annexure IX**.

15. **Conformity to the rules on Contractor from Countries sharing Land Border with India:** The instruction / rules issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, in respect of bidders from countries sharing land border with India and subsequent revisions and Public Procurement Orders issued in furtherance thereto shall be mandatory. In this regard, bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in **Annexure VII**.

Place:

Date: **Seal and Signature of the authorised Signatory**

Section III (A) Evaluation Criteria

Evaluation of tenders: L1 Basis

1. Tenders will be evaluated based on the eligibility criteria mentioned in Section III (A) after opening the first e-cover i.e., Part I (Techno-Commercial Bid), of only those bidders who have submitted the EMD on or before the due date. The proof of the submission of EMD should be uploaded in the first e-cover.

2. The bidders must submit all the requisite documents prescribed in the tender document in the first e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements, shall be processed further. The correctness / legality and adequacy of information and supporting documents furnished will be verified / examined by the Bank. If any documents are missing or found fabricated in the uploaded tender, the Bank shall have the right to request the missing documents/certificates and independently verify these certificates. Bidders must also ensure that all uploaded files are readable and uncorrupted. If any uploaded document is unreadable, corrupted, or otherwise inaccessible to the Bank, the Bank shall bear no liability or responsibility and reserves the right to reject the bidder's candidature without further consideration.

3. Price bids submitted by bidders who do not meet the technical eligibility criteria will not be opened. Notification of their disqualification will be communicated to them.

4. The second e-cover i.e., Part II (price bid) of all the bidders who qualified in Part I (Techno-Commercial bid) will be opened for financial evaluation. The bidder with the lowest Quoted Amount will be identified as the L1 bidder.

Place:

Date: **Seal and Signature of the authorised Signatory**

Section IV

General Conditions of Contract

1. Interpretation Clause

In construing these Conditions, the Scope of work, Specifications, Bill of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

i.	"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.
ii.	"Bank"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
iii.	"Tender document"	Shall mean document named as such issued by the Bank to the Contractors inviting Bids for the Project.
iv.	"Bidder"	who submits the bids/tenders. It may be partnership firm, individual firm and a company. Legal representatives of a deceased partner.
v.	"Contractor "	Contractor is the successful contractor who has been officially awarded to execute the work. It may be partnership firm, individual firm and a company. Legal representatives of a deceased partner.
vi.	"Site"	Shall mean the site of the contract works including any Building and erections thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's work.
vii.	"Contract"	Shall mean and include all sections of the tender document, corresponding letters, work order, Articles of Agreement, CAMC agreement and minutes of pre-bid etc. attached hereto and duly signed.
viii.	"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 to have been received when in the ordinary course of post it would have been delivered. The communication

		delivered by any accepted electronic means shall also be deemed to be written notice.
ix.	"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the **Insolvency and Bankruptcy Code (IBC), 2016** or any Act amending such original.
x.	"Net Prices"	The price of item mentioned in part II of the tender at CPPP.
xi.	"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 services/work is to be executed plus the percentage mentioned in clause 12 (e) to cover all overheads and profits.
xii.	"The Works"	Shall mean name of the tender mentioned in the NIT
xiii.	Day/ Month / Year	Shall mean Calendar day / month / year
xiv.	Working Day	Shall mean The days when Bank's office is working i.e., Days excluding Public holidays, Saturdays and Sundays
xv.	Engineer-in-charge / Bank's Engineer / Bank's representative	Means the Officer employed and paid by the Bank and acting under the orders of the Bank who shall supervise and be In-charge of the work. All works to be executed under the contract shall be executed under the direction and subject to the approval of the Bank's representative in all respects.
xvi.	Manufacturer	Refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
xvii.	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".
xviii.	Contract Price or Contract	Amount shall mean the total amount as calculated from quoted unit rates by the successful contractor and quantities mentioned in the Bill of quantities (Price Bid) and as accepted by the Bank and indicated in the letter of award of services/work.

xix.	Contract Period	Shall mean the period specified in the tender document for execution of the contract/ completion of the services/work, including any authorized extended period by the Bank.
xx.	Contract Agreement	Shall mean the agreement signed between the Contractor and the Bank for the execution of the Project.

2. **Scope of Contract**

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

i. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

ii. Any discrepancy in the Drawings or between the Bill of Quantities and/or Drawings and/or Specifications.

iii. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.

iv. The removal and/or re-execution of any works executed by the Contractor.

v. The dismissal from the works of any persons employed by the Contractor thereupon.

vi. The opening up for inspection of any work covered up.

vii. The amending and making good of any defects under Clause 21 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's instructions. Verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Bank shall, if involving a variation, must be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Bank, such shall be deemed to be Bank's instructions within the scope of the Contract. 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.

Necessary **"Site instruction Book, Hindrance Register, Labour Register" strictly maintained by contractor on daily basis and got duly authenticated from The Bank.**

3. **Variations to be approved by Bank**

All the variation in the scope of the work shall be approved by the Bank's Engineer. The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are approved by the Bank's Engineer.

4. Drawings, Bill of Quantities & Agreement

The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. The contractor shall pay the applicable stamp duty on the agreement. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Bank all Drawings and Specifications.

5. **Contractor to provide everything necessary at his cost**

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, Bill of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Bill of Quantities and Specifications, he shall immediately and in writing refer same to the Bank who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

6. Authorities, Notices and Patents

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works and any other aspect thereto such as compliance to the various labour codes, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions **within ten days**, he shall proceed with the work conforming to the provisions, regulations or byelaws, in question, and any variation so necessitated shall be dealt with under Clause No. 14 thereof.

The Contractor shall bring to the attention of the Bank, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public

office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank for payment.

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

7. **Setting out of work**

The Contractor shall set out the works and shall be reasonable 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 within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Bank.

8. **Materials and workmanship to conform the descriptions**

All materials and workmanship shall so far as procurable be of the respective kinds described in the Bill of Quantities and/or Specifications and in accordance with the Bank's instructions, and the Contractor shall upon the request of the Bank furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require.

9. **Contractor's superintendence and representative on the works**

The Contractor shall provide all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiration of the **"Defects Liability Period (DLP)"** stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Bank to such representative shall be held to be given to the Contractor.

10. **Dismissal of Workmen**

The Contractor shall on the request of the the Bank, immediately dismiss any person employed thereon by him from the works who may, in the opinion of the the Bank, is incompetent or committed any misconduct himself and such persons shall not be again employed on the works, without the permission of the the Bank.

11. **Access to Works**

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

12. The Bank's Representative: Assistant Manager (Tech)/Manager (Tech)/AGM(Tech)

The term "Assistant Manager (Tech)/Manager (Tech)/AGM(Tech)" shall mean the person appointed and paid by the Bank to inspect the works, the Contractor shall afford the Assistant Manager(Tech)/Manager(Tech)/AGM(Tech), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech)/AGM(tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Bank.

The Assistant Manager (Tech)/Manager (Tech)/AGM(Tech)/AGM(Tech) or any representative of the Bank shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech)/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

13. **Assignments and Sub-letting**

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Bank, 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.

14. **Alterations, additions, omissions etc.**

No alteration, omission or variation shall vitiate this Contract but in case the Bank thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions

from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Bank and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Bank in accordance with the provisions of Clause 12 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

15. **Bill of Quantities**

The Bill of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the Bill of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 18 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

16. Sufficiency of Bill of Quantities

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

17. **Measurement of Works**

The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Bank that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

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

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

18. **Measurements Book**

a. The Bank shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. The Interior Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

b. Measurement of all items having financial value shall be entered in Computerized Measurement Book (CMB) so that a complete record is obtained of all works performed under the contract after joint measurement of Bank and authorized representative of the contractor. All bills (Running Account (RA) & Final bill) should be in bound volume of Computerised Measurements (A4 size) to be furnished by the contractor, duly machine numbered for pages, and with MB number to be given by the Bank. – Format of Measurement and Abstract Book as provided by the Bank.

c. The Bank Engineer shall incorporate necessary corrections in the sheets of MB. After incorporating the corrections, the Contractor shall submit revised copies. All pages of the finalized, computerized MB sheets, after due check / test check measurements shall have full signature with date of the authorized official of the Contractor.

19. **Ascertainment of prices for extras**

The Contractor may, when authorised by Bank, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Bill of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction issued by the Bank shall be deemed to have been given in writing, provided it is confirmed by the Bank in writing within seven (7) days of issuance of such instruction/direction.

No claim for any extra work shall be allowed unless it shall have been approved by the Bank. Any such extra work is herein referred to as authorised extra and shall be made in accordance with the following provisions.

i. (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 upto 25% increase of quantity.
   (b) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.
ii. The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

iii. Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission 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 Bill 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.

iv. Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank at or before the end of the week following that in which the work has been executed.

v. It is further clarified that for all such authorised extra items where rates cannot be derived from tender or the quantity of any of the tender items increases 25% beyond the Bill of Quantities, the contractors shall summit rates supported by the rate analysis worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profits. Such item will not be eligible for the escalation.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated then within six month of the completion of the contract works as defined in Clause 23 hereof.

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

Upon full payment of a certificate that includes the cost of unfixed materials placed on or adjacent to the worksite, ownership of those materials vests completely with the Bank. The Contractor shall not remove these materials from the site except for direct application in the works, unless permitted in writing by the Bank. The Contractor shall be legally and financially liable for any loss of or damage to such materials from any cause whatsoever.

21. **Removal of improper work**

The Bank shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Bank are not in accordance with the Specifications or the instructions of the Bank, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in

accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Bank shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Bank from any moneys due, or that may become due, to the Contractor.

22. **Defects after virtual completion**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, **then within 12 months after** the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost.

In case of default, the Bank may employ and pay other persons to amend and make good such defects, 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 and expenses shall be recoverable from him by the Bank or may be deducted by the Bank from any moneys due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any 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 Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Bank as provided in clause 13 & 24 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Bank.

23. **Certificate of virtual completion and Defects Liability Period**

The works shall not be considered as completed until the Bank has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate/ completion of the work.

24. **Nominated Sub-Contractor**

All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Bill 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.

No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Bank and Contractor shall otherwise agree) who will not enter into Contract provided

i. That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.

ii. 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.

iii. Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Bank may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Bank and Sub-Contractor.

25. Other persons employed by Bank

The Bank reserves the right to use the Estate 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 materials for the execution of such work. 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.

26. **Insurance in respect of damage to person and property**

The contractor shall, at his own expense, effect and maintain with effect from the date of commencement till issue of the completion certificate under this contract, with an approved insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Bank and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk

policy for contractors and deposit such policy or policies with the Bank before commencing the works.

The Contractor shall be held to be reasonably liable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of the Contractor or its workers or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. The liability under this clause shall be held to include inter alia, any damage to Building, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all 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 Building and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person/ member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Bank before commencement of the work**. The minimum limit of coverage under the policy shall be as defined elsewhere under General Condition of Contract. The Contractor shall also similarly indemnify the Bank against all claims which may be made upon the Bank whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Bank from time to time during the**

currency of the Contract. In default of the contractor ensuring as provided above, the Bank may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Bank in respect of 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 compensation or damages, arising therefrom. Without prejudice to the other rights of the Bank against contractor in respect of such default, the Bank shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the Bank and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for Building or repairing of the materials or goods destroyed or damaged.

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

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Bank such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

In order to fulfil all the insurance-related conditions mentioned above, the contractor shall, within 14 days from the date of issue of the work order, insure the works at his cost and keep them insure until the virtual completion of works, against loss or damage by fire with an office in the joint names of the Bank and the contractor (the name of the Bank i.e. “RESERVE BANK OF INDIA” being placed first in the policy). It shall cover the following risks.

i. **Contractors all risk (CAR) policy** insurance inclusive of Storage, erection, testing and commissioning policy for the full contract value including fire risk.

ii. **Workmen compensation policy** for the employees of the contractor at site.

iii. **Third party liability policy** with a limit of Rs 2 lakh per accident maximum up to 3 accidents.

Note: If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover **double the cost as penalty** thereof from the bill of the contractor or any other action as it deems fit.

27. **Date of Commencement and Completion**

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

28. Damages for Non-completion

If the Contractor fails to maintain the required progress of the works and fails to complete the works by the stipulated completion time in the Contract or within any extended time under time extension Clause 29 hereof and the Bank certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Bank a sum towards "**Liquidated Damages**" **@ 0.25% of the contract value** per week of delay subject to a maximum of **10% of the contract value** for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Bank to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

29. **Delay and Extension of Time**

If in the opinion of the Bank, the assigned works get delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Bank and not referred to in the Bill of Quantities, and/or Specification or (e) by reason of Bank's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting

any of the Building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Bill of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the Bank for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the Bank (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the Bank, the provision of liquidated damages as stated under clause 28 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the Bank decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

The conditions for force majeure, as mentioned above are as follows:

i. Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event.

ii. Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations.

iii. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.

30. **Failure by Contractor to comply with Bank's instructions**

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

31. **Termination of Contract by the Bank**

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

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

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

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

Or if the Bank determine that the Contractor

i. has abandoned the Contract, or

ii. has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Bank notice to proceed, or

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

iv. has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Bank under these Conditions or

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

Then and in any of the said cases, the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate 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 Bank may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the decision of the Bank shall be final and conclusive between the parties.

32. **Termination of Contract by Contractor**

If payment of the amount payable by the Bank under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the

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

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 19 hereof.

33. **Certificates and Payments**

(a) The Contractor shall be paid by the Bank from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "**Value of work for Interim Certificates**" (or less at the reasonable discretion of the Bank) has been executed in accordance with this Contract. The Bank may, at 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 the balance amount by the Bank in accordance with the certificate to be issued by the Bank's engineer. **The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Bank at the expiration of the period referred to as "the Defects Liability Period**" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and 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 at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 14 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate 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 Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

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

The Bank may by any Certificate make any correction in any previous certificate which shall have been issued by him.

Payments shall be made within the period named in the Appendix as “Period for honouring Certificates” after such Certificates have been delivered to the Bank.

The payment for the system will be made in INR and any dispute arising out of this contract will also be sorted out within the jurisdiction by Office from which contract is signed.

34. **Delayed Payment**

Any amounts payable by the Bank to the Contractor if not paid within the “Period for honouring Certificates” named in the Appendix, carry interest at the rate named in the Appendix as the “Rate of interest for delayed payment” from the date upon which such sum ought to have been paid by the Bank until the payment.

35. **Settlement of dispute by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if either party is dissatisfied on any matter, the party 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 referred for Arbitration as per the procedure agreed upon herein. 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 no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings, the parties mutually settle 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 or arbitrators, 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 or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

The venue of arbitration shall be the centre/city in which the work is being executed.

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

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

37. **Bank entitled to recover compensation paid to workmen**

If, for any reason, the Bank is obliged, by virtue of the provision of the Employees' Compensation Act,1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Contractor under this Contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request

of the Contractor and upon his giving to the Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

38. **Abandonment of Works**

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

39. Return of surplus materials

Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Bank 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 of them without the prior written permission of the Bank and return it to the Bank, if required by the Bank, at the price to be determined by the Bank having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, Goods and Services Tax (GST), octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Bank for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

40. Right of Bank to terminate Contract in the event of death of Contractor, if individual

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

41. Accident Reports

In the event of accidents of any kind, all required reports (accidental or otherwise) must be submitted without delay. The Contractor shall ensure that these reports are shared with the Bank simultaneously with their transmission to any other external parties or stakeholders.

42. **Prevention of Sexual Harassment at workplace:**

i. The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises

of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency or Local Complaints Committee as the case may be and the contractor Agency shall ensure appropriate action under the said Act in respect of the Complaint.

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

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

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

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

43. <u>Non – Disclosure clause</u>:

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

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

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

44. <u>Program chart/ Progress report</u>:

The contractor shall submit a suitable progress report/chart for completion of different stages of work, to ensure completion of work within allotted period. Such program should be submitted within 14 days of the award of work. All suitable modification made by the Bank must be incorporated in the progress chart. If asked the contractor shall submit reports showing current equipment delivery dates and anticipated completion dates for individual units and groups of units.

45. **Statutory Approvals:**

The work shall be executed by the Contractor as per pre-NOC & local body approval received from respective statutory authorities such as Pollution Control Board(PCB) / Chief Electrical Inspector (CEI) / Local fire Authority / Local Municipal Authority etc/ Local statutory Authority. The contractor shall be responsible to understand all the provisions made in all such approvals accorded. In case of any requirements of any additional work/ modification thereof, the same shall be brought to the notice of Engineer in charge well in advance. The work has to be executed adhering to the norms of local body authorities. The contractor shall assist in preparation of documents, reports etc. as required during & after completion of work for obtaining further approvals & final completion & occupancy certificate from the respective authorities. The contractor shall also be responsible to attend meetings & do all liasoning works with respective authorities. No extra/additional payment will be made on this account. However, the fee paid to the local bodies / authorities, if any, shall be borne by the Bank.

46. **Debarment/Disqualification:**

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

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

a. I. 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.

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

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

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

V. any financial or business transactions between the contractor 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.

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

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

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

b. failed to disclose conflict of interest.

c. 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.

ii. For any actions or omissions by the contractor 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.

iii. If the contractor 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.

47. Packing and dispatch: The equipment shall be properly and securely packed in boxes suitable for multiple handling and transportation under Indian conditions. All equipment/ components /items shall be delivered on Duty Delivery Paid (DDP) basis in the Bank's Office Building /colony as being advised.

48. Police Verification: for all workers deployed on a regular basis at the site, the Contractor shall arrange, obtain, and submit valid Police Verification Reports (PVR) at their own expense prior to the commencement of work. The Contractor shall ensure that no worker with an adverse police record or pending criminal case is deployed at the Bank's premises.

Section V

Special Conditions of Contract

1. **Time for Completion:**

i. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 28 of the Conditions of Contract. The contractor shall before commencing the work prepare a detailed work programme which shall be approved by the Bank.

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

2. **Type of Security Deposit:**

i. **Retention Money:** The Retention Money @ 5% will be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document. Such amount shall be released to the contractor after completion of the Defect Liability Period (DLP), without any interest. Successful bidder may also submit the Bank Guarantee (BG)/eBG in lieu of retention money, valid till one year of DLP. The format of BG mentioned at Annexure VI.

ii. **Performance Bank Guarantee (PBG):** In addition to the Retention Money as specified above, on award of the work, the successful contractor shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank as per Annexure VI towards entire period of currency of Contract (work completion+ 60 days) for due fulfilment of the Contractual obligations by the contractor. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus 60 days and shall be suitably extended in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order.

The Performance Bank Guarantee (PBG) may be submitted as an ePBG, a physical copy, or via NEFT for the equivalent amount.

iii. Submission of Performance Bank Guarantee shall be ensured as stipulated in the tender. In case of delay in unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

iv. The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP set out in the tender at any time during the DLP i.e. one year from handing over the work.

v. RBI will release Bank Guarantee after virtual completion of work.

3. **Payment Terms: The following terms of payment, subject to statutory deductions, shall be applicable to this contract:**

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 (for next RA bill) the release of 75% payment within 10 working days shall not be considered.

(d)The contractor, on signing an undertaking on stamp paper in the proforma given at Annex X, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower ,which are in the opinion of the Engineer-in- Charge non-perishable, nonfragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this subclause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the

Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

4. Electricity and Water Consumption Charges

Water and Electric power supply for work.

The Bank will make available water and electricity power supply required at one point free of charge. Contractor shall make their own arrangement for further extension of connection if any with safety fixtures. No extra amount will be paid for the same.

Section (VI)

Appendix Hereinbefore Referred To

Ref to Clauses in General Condition of contract hereinbefore referred to

22.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate
17.	Period of Final Measurement	3 months
27.	Date of Commencement	14th day from the date of issue of work order.
28.	Liquidated damages at the rate of	@0.25% of the contract value per week of delay subject to maximum of 10% of the contract value (accepted tender amount).
33.	Minimum Value of works for interim certificates / running account bill	₹ 15.00 (Fifteen) lakhs for RA bills
33.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
34.	Interest for delayed payment	As per Bank rate

Ref to clauses in special condition of contract

1	Contract Period / Time of Completion	As per clause 1 of Section V and SOT of Section I
2.	Retention Money	5% of the contract value till DLP
2.	Security Deposit / PBG during execution of the work	5% of the contract value till Virtual Completion of the work plus 60 days

Section VII

Safety Code (A & B)

A. GENERAL SAFETY

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided 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 work that cannot safely be done from ground.

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

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

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

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

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

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

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

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

11. Overalls shall be supplied by the Bidder to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.

12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.

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

14. The bidder shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.

15. During the work execution necessary fire safety measures shall also be taken.

B. FIRE AND ELECTRICAL SAFETY

1. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).

2. Only ISI marked 3 pin plug and other appliances and equipment's shall be used. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.

3. All electrical appliances i.e. welding, drilling, cutting machine, etc. shall be safely and securely earthed to prevent leakage current while in operation. 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.

4. Fire buckets filled with clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location.

5. Used paint drums shall be stored in specified store only after closing them properly.

6. None of the fire extinguishers shall be removed/shifted from its designated location.

7. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.

8. None of the passages near lift lobby and staircases shall be used for stacking/ dumping any kind of materials/waste

9. Power supply shall be switched off from the Mains when equipment is not in use.

10. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

11. The work site shall be properly illuminated during the work.

12. All the electrical works should be carried out by licensed/ authorized electricians/ wiremen

13. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.

14. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.

15. Aluminium / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

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

Section VIII

Technical Specifications

Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar.

PREAMBLE:

This section contains the list of latest editions of relevant Standards & Specifications to be complied with, by the contractor for Design and Execution of this project/work. The list of Standards & Specifications provided hereunder is not exhaustive and any other Standard & Specification which are not mentioned in this section are also applicable if required for the completion of work as per the Scope of Work, Technical Specifications, & Drawings.

The work in general shall be carried out as per the latest CPWD specifications with up-to-date correction slips, unless otherwise specified in the nomenclature of the individual item or as specifications shall be carried out as per approved specifications. In case any item is not covered in any of these documents, the same shall be carried out as per the latest BIS codes in practice or as per approval of Engineer in Charge. Where any portion of special conditions of contact is repugnant to or at variance with any provision of the with Instruction to Tender and General Conditions of contract and/or the other documents forming part of the contract then unless a different intention appears the provisions of the general conditions of Contract shall the other documents forming part of the contract only to the extent such repugnant/variations in the special conditions of contract as are not possible of being reconciled with the provision with Instruction to Tender of General Conditions of Contract and/or the other forming part of the contract.

The work in general shall be carried out as per the latest CPWD specifications 2019 Vol. 1&2. For items not covered under any of the specifications mentioned in tender documents, the works shall be carried out as per BIS code/manufactures specifications/ General Engineering practice and/or as per direction of Engineer-in-Charge.

For Non DSR Items, Technical specifications specified in tender documents may be followed.

1 DISMANTLING AND DEMOLITION WORKS

1.1 LIST applicable INDIAN STANDARDS CODES

(i) IS 1200 (Pt – XVIII)	Method of Measurements of Building and Civil Engineering

(ii) IS 4130	Demolition of Buildings–Code of Safety

1.2 TERMINOLOGY

i) Dismantling: The term 'Dismantling' implies carefully separating the parts without damage and removing. This may consist of dismantling one or more parts of the building as specified or shown on the drawings.

ii) Demolition: The term 'Demolition' implies breaking up. This shall consist of demolishing whole or part of work including all relevant items as specified or shown on the drawings.

1.3 GENERAL:

i) All materials obtained from dismantling or demolition shall be the property of the EMPLOYER unless otherwise specified and shall be kept in safe custody until they are handed over to the Engineer-in-charge.

ii) The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be got approved from the Engineer-in-charge before starting the work.

iii) Due care shall be taken to maintain the safety measures prescribed in IS 4130.

iv) Necessary propping, shoring and or under pinning shall be provided to ensure the safety of the adjoining work or property before dismantling and demolishing is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining work or property. Wherever specified, temporary enclosures or partitions and necessary scaffolding with suitable double scaffolding and proper cloth covering shall also be provided, as directed by the Engineer-in-charge.

v) Necessary precautions shall be taken to keep noise and dust nuisance to the minimum. All work needs to be done under the direction of Engineer-in-charge. Helmets, goggle, safety belts etc. should be used whenever required and as directed by the Engineer-in-charge.

vi) The demolition work shall be proceeded with in such a way that it causes the least damage and nuisance to the adjoining building and the public.

vii) Dismantling shall be done in a systematic manner.

viii) Any serviceable material, obtained during dismantling or demolition, shall be separated out and stacked properly as directed by the Engineer-in-charge within a lead of site boundary. All unserviceable materials, rubbish etc. shall be disposed of out of premises as directed by the Engineer-in-charge at place permitted by municipal authority.

ix) The contractor shall maintain/disconnect existing services, whether temporary or permanent, where required by the Engineer-in-charge.

x) No demolition work should be carried out at night.

xi) Screens shall be placed where necessary to prevent injuries due to falling pieces.

xii) Water may be used to reduce dust while demolishing.

xiii) Safety belts shall be used by labourers while working at higher level to prevent falling from the structure.

xiv) First-aid equipment shall be got available at all demolition works of any magnitude.

1.4 RECOMMENDATIONS FOR DEMOLITION OF CERTAIN SPECIAL TYPES AND ELEMENTS OF STRUCTURES

1.4.1 In-situ Reinforced Concrete

i) Before commencing demolition, the nature and condition of the concrete, the condition and position of reinforcement, and the possibility of lack of continuity of reinforcement should be ascertained.

ii) Attention should be paid to the principles of the structural design to determine which parts of the structure depend on each other to maintain overall stability.

iii) Demolition should be commenced by removing partitions and external non-load bearing cladding. It should be noted that in some buildings the frame may rely on the panel walls for stability.

iv) Where hard demolition methods are to be used, the following procedures should be used.

a. Reinforced Concrete Beams: For beams, a supporting rope should be attached to the beam. Then the concrete should be removed from both ends by pneumatic drill and the reinforcement exposed. The reinforcement should then be cut in such a way as to allow the beam to be lowered under control to the floor.

b. Reinforced Concrete Columns: For columns, the reinforcement should be exposed at the base after restraining wire guy ropes have been placed round the member at the top. The reinforcement should then be cut in such a way as to allow the column to be pulled down to the floor under control.

c. Reinforced Concrete Walls: Reinforced concrete walls should be cut into strips and demolished as for columns.

d. In case of foundations/footings /plinth column/plinth beams the required area to be excavated and RCC to be demolished by mechanical means as approved by Engineer in charge.

1.5 MEASUREMENTS

i) All work shall be measured net in the decimal system, as fixed in its place, subject to the following limits, unless otherwise stated hereinafter.
   a) Dimensions shall be measured correct to a cm.
   b) Areas shall be worked out in sqm correct to two places of decimal.
   c) Cubical contents shall be worked out to the nearest 0.01 cum.

ii) Elements of work required to be dismantled/demolished shall only be measured and no allowance for increase in bulk. Excavation for exposing foundations/RCC elements will not be measured and paid under this item as already included in the excavation items.

1.6 RATES

"The rate shall include the cost of all labour involved and tools, equipment used in demolishing and dismantling including shoring/strutting/ scaffolding, dewatering etc., The rate shall also include the charges for separating out and stacking the serviceable material properly and shall be disposed off out of premises as directed by the Engineer-in-charge at place permitted by municipal authority.

"The rate shall also include for temporary shoring for the safety of portions not required to be pulled down, or of adjoining property, and providing temporary enclosures or partitions, where considered necessary."

1.7 FOR STRUCTURAL WORKS

DESIGN CODES, STANDARDS AND REFERENCE DOCUMENTS

S. No.	CODE*	NAME
1	IS: 1893 – 2002	Criteria for Earthquake resistant deign of Structures
2	IS: 13920	Ductile detailing of Reinforced Concrete Structures subjected to Seismic forces.
3	IS: 4326 – 1993	Earthquake resistant Design and construction of Buildings
4	IS: 875 – 1987 (Part I to III & Part V)	Code and Practice for Design Loads (Other than earthquake) for Building and Structures like Dead, Imposed, Wind and other Loads
5	IS: 456 – 2000	Plain and Reinforced Concrete (Code of practice)
6	SP: 16	Design aids for Reinforced Concrete Structure.
7	SP: 34	Handbook on Concrete Reinforcement and Detailing
8	IS: 3370 Part I, Part II and Part IV	Code of practice for Concrete structures for the storage of liquids.
9	IS: 1786	Specification for High Strength Deformed Steel bars and wires for concrete reinforcement

S. No.	CODE*	NAME
10	IS: 1904	Code and Practice for design and Construction of Foundations in Soils
11	IS: 2950	Code and Practice for Design and Construction of Raft Foundations
12	IS: 800-1980	Code of Practice for general Construction in Steel.
13	IS: 1343-1980	Code of Practice for Pre-stressed Concrete.
14	BS 8081:2015 & BSEN-1537-2013 & IS 10270-1982 & IS 14268 class11/ASTM-416	Code of Diaphragm.
15	BS 8110: 1997 class-2 for gravity load. BS 8110: 1997 class-3 for gravity load and lateral load	Code of Composite structure slab

*Above mentioned IS codes shall be read with upto date amendment and correction slips.

MATERIALS AND WORKMANSHIP: -

The contractor under this contract binds himself to use first-class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the defective work and redo the work at his own cost and risk. The decision of the Architect / Employer regarding the quality/standard of workmanship shall be final and binding on the contractor.

(A) Civil Works:

(B) General Specifications:

MATERIALS: -

I. Materials shall be of the best approved quality and they shall comply with the respective latest IS specified.

II. In case of non-availability of materials in metrics sizes, the nearest size in FPS units shall be provided with the prior approval of the Bank's Engineer-in-charge for which, neither extra will be paid nor any rebate, be recovered.

III. All material shall be tested in any testing laboratory approved by the Assistant Manager / Manager / Engineer-in-charge, as per the testing guidelines issued by the Employer, which can be perused by the contractor from the office results of such tests in original issued by the laboratory shall be submitted to the Assistant Manager / Manager / Engineer-in-charge with copy to Architect.

The entire charges connected with such testing including for repeated tests if ordered by the Bank's Engineer-in-charge shall be borne by the Contractor.

VI. All materials supplied by the Contractor / Employer / any other specialist firm shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.

V. Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specified Conditions, the quality of materials, workmanship, dimensions etc. shall be as specified hereinunder.

VI. All equipment's and facilities for carrying out field test on materials shall be provided by the Contractors without any extra cost.

1 **Autoclaved aerated cement (AAC) blocks**

1.1 **Material**

Autoclaved aerated cement blocks masonry with 115 / 230 mm thick AAC blocks in super structure above plinth level up to floor V level with RCC band at sill level and lintel level with approved block laying polymer modified adhesive mortar. The rate includes providing and placing in position 2 Nos 6 mm dia M.S. bars at every third course of masonry work, raking out joints, curing, double legged scaffolding, etc complete and as directed by Engineer in Charge. (The payment of RCC band and reinforcement shall be made for separately).

1.2 Measurement

Length, breadth & height shall be measured correct to a cm & cubical area shall be calculated up to two decimal place.

1.3 Rate

Rate includes the cost of materials and labour involved in all the operations described above

2 **REINFORCEMENT**

2.1 The reinforcement shall be done as per CPWD Specifications – 2019 – Vol. I& Vol. II with upto date correction slips.

2.2 The item of reinforcement of RCC work includes all operations including straightening, cutting, bending, welding, binding with annealed steel or welding and placing in position at all the floors with all leads and lift complete as per CPWD Specification – 2019 – Vol. I& Vol. II with upto date correction slips.

2.3 To avoid displacement of bars in any direction and to ensure proper cover, only factory made round type/rectangular cover blocks shall be used by the contractor. Nothing extra.

3 **CONCRETE WORK**

3.1 The work shall be done in accordance with CPWD Specifications – 2019 – Vol.I& Vol. II with upto date correction slips.

3.2 For non-scheduled items, the decision of the Engineer-in-Charge regarding theoretical quantity of the cement which should have been actually used shall be final and binding on the contractor.

4 **SHUTTERING / FORM WORK**

4.1 The work shall be done in accordance with CPWD Specifications – 2019 – Vol. I & Vol. II with upto date correction slips.

4.2 Steel shuttering as approved by the Engineer-in-Charge shall be used by the contractor. Minimum size of shuttering plates shall be 600mm x 900mm except for the case when closing pieces required to complete the shuttering panels. Dented, broken, cracked, twisted or rusted shuttering plates shall not be allowed to be used on the work.

4.3 The shuttering plates shall be cleaned properly with electrically driven sanders to remove any cement slurry or cement mortar or rust. Proper shuttering oil or debonding compound shall be applied on the surface of the shutter plates in the requisite quantity before assembly of steel reinforcement.

4.4 The joint filler shall be resilient closed cell expanded polyethene and non-tainting as manufactured by Supreme Industries Ltd.

4.5 Providing joint filler of required thickness in position to substrate using either double sided foam adhesive tape or neoprene synthetic rubber adhesive. When forming expansion joint with the Board in in-situ concrete, joint sealing slots can be readily formed in the following matter-

a) Before installing, simply cut off a strip of the required depth. Then install the filler flush with the finished surface.

b) Prior to sealing, the top strip can then be pulled easily from the joint to provide an uncontaminated sealing slot ready for preparation and sealing.

5. **READY MIX PLASTER**

5.1 Material

Ready-Mix Plaster is ready to use by just mixing water at site. This process eliminates job-site mixing practices. Hence it gives consistent quality with required sand mesh sizes in exact proportion which is most important for compactness of plaster. The ready mix plaster is available in market in different brand names and the characteristics of ready-mix plaster in mentioned as below.

5.2 PRODUCT CHARACTERISTICS

Parameter	**Values**
Appearance	Greyish Granular Powder
Coverage	16 to17 Square feet/40Kg bag@ 10-12 mm thickness
Thickness of single layer	6-12mm
Pot life	30 minutes (Can vary on climatic conditions)
Water demand	18% of Mix (Can vary on climatic conditions)

Ingredients: Graded River Sand OPC 53 Cement, Fly Ash, Hydrated lime and performance additives.

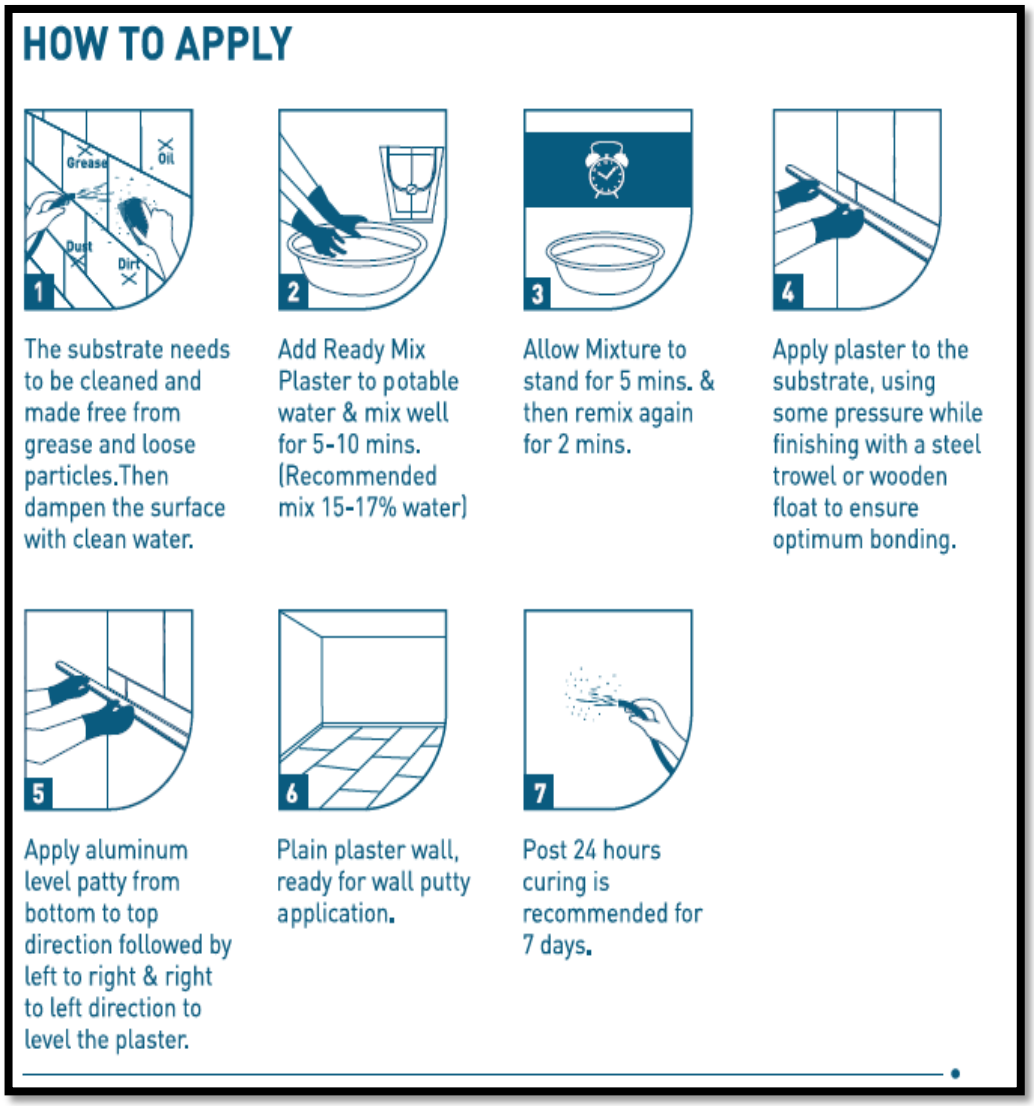
5.3 Packaging: - 40 kg Bag

Storage: Keep in dry placed free from moisture and water. Do not leave the bag/ bags open.

Shelf life: Six Months from the date of manufacturing in the originally sealed packaging and with recommended storage conditions.

5.4 TECHNICAL SPECIFICATIONS

Parameter	**Values**
Max. Aggregate Size	3mm
Bulk Density	1.7 to1.8 kg per liter
Compressive Strength(MPa)	More than 4 in 28 days
Silt content in sand	< 1%
Soundness	<0.05%
Consistency (Using standard flow table)	120mm



6. **Exterior Acrylic emulsion water repellent and elastomeric stretchable paint -**

Acrylic Emulsion Paint: Acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/litre of approved brand and manufacture in approved shade/color including applying additional coats wherever required to achieve even shade and color. This shall be applied in the same way as for plastic emulsion paint .A minimum of 2 finishing coats over one coat of primer shall be provided unless otherwise specified in the item of work.

Premium Acrylic Textured Emulsion exterior paint: The surface shall be prepared in the similar fashion as specified under lime and colour wash. In addition any existing fungus or

mound growth shall be completely removed by thoroughly scrapping and rubbing down with bristle brush and sand paper and then washing down with clean water and allowed to dry.The surface shall be brushed with as of the bristle to remove any dust particles 24 hours after the wash.

With 100% Acrylic Emulsion paint:

6.1 **Preparation**

The ready mixed exterior quality 100% Acrylic Emulsion paint shall be prepared strictly according to the manufacturer's specification.

6.2 **Application of painting:**

The painting shall be carried out as follows.

• Apply one coat of specified primer of approved quality.

•Apply first coat of paint as per manufacturer's specification. After allowing the first coat o dry, the excessive air holes, indentations, cracks etc., .should be made up with approved fillers to yield uniform plain surface.

•After overnight drying and lights and papering of surface, apply second coat of Emulsion paint of final approved shade.

•If directed by the Engineer additional coat of paint should be given to bring the surface to uniform shade and at no extra cost.

6.3 **Measurement**

Measurement shall be in sq.m correct to two places of decimal. Measurement shall be for the areas as executed duly deducting for any openings etc.as detailed in the IS:code. Rate quoted shall take in to account the provision of necessary enabling works such as double legged scaffolding, painter's cradle etc., .Measurement shall be as per IS 1200

7. **CONCERTINA COIL FENCING**

7.1 **Material:** Concertina coil fencing shall be dia 610 mm (having 15 nos round per 6 mtre. length), spring core (2.5 mm thick) wire of high tensile strength of 165 kg./sq.mm with tape (0.52 mm thick) and weight 43.478 gm/metre.

7.2 **Spacing of Posts & Struts:** The spacing of posts shall be 2.4 m or 3.00 m apart centre to centre, unless otherwise specified or as per Engineer-in -Charge to suit the dimension of the area to be fenced. Every 15th last but one end posts and corner posts shall be strutted on both sides and end posts on one side only.

7.3 **Fixing of Posts and Struts :** As specified in the 16.17.3.

Fixing Concertina coil fencing shall be fixed on angle iron shaped with required nos

horizontal reinforced barbed tape (RBT) /Razor wire stud tied with GI staples and GI clips to retain horizontal including necessary bolts or GI barbed wire tied to angle iron all complete as per directions of Engineer-in-Charge with reinforced barbed tape.

7.4 **Measurements**

The length of fencing shall be measured correct to a cm. for finished work.

7.5 **Rate**

The rate shall include the cost of labour and materials involved in all the operation described above but excluding the cost of M.S. angle and excavation and concrete in foundation for which separate payment shall be made under respective items.

Place:

Date: **Seal and Signature of Authorised Signatory**

List of Approved Makes

Sr no	Description	Material Brand and Make
1	Autoclaved aerated concrete (AAC) blocks	Super, Ultra ,ACC Nitco, Biltech , Birla Aerocon (Nuvo)
2	Stone Aggregate (Single size) : 20 mm nominal size derived from natural sources	Locally available best material
3	Recycled Concrete Aggregate (RCA) 20 mm nominal size	Locally available best material
4	Stone Aggregate (Single size) : 10 mm nominal size derived from natural sources	Locally available best material
5	Recycled Concrete Aggregate (RCA) 10 mm nominal size	Locally available best material
6	Coarse sand (zone III) derived from natural sources	Locally available best material
7	Manufactured sand derived from Recycled Concrete Aggregate (RCA)	Locally available best material
8	Portland Cement	Ultratech (Chitaurgarh), Wonder, Nuvoco Duraguard (Chitaurgarh), J.K. Supper Cement A.C.C., Ambuja Cement,
9	Ready Mix Mortar	Fairmate Chemical Pvt. Ltd, Precise Conchem Pvt. Ltd., WalPlast Product Pvt. Ltd., Ultra Tech Cement Ltd. Or approved equivalent
10	Premium Acrylic exterior paint	Asian Paints: Apex Ultima Nerolac: XL Total Berger: Weather Coat all guard Dulux: Weather Shield Max

11	Acrylic Exterior Primer	Asian Paints: Apex Ultima Nerolac: XL Total Berger: Weather Coat all guard Dulux: Weather Shield Max
12	MS angle , hallow pipe ,Structural such as tees,angles channels and R.S. joists	Apollo ,SAIL, Tata Steel, Rashtirya Ispat Nigan Ltd (RINL) and JSW Steel Ltd. Jindal Steel & Power Ltd.
13	Welding Rod	Managalam or any other equivalent
14	Two component epoxy primer	Asian Paints,Nerolac:,Berger,Dulux,
15	Two component Epoxy paint	Asian Paints,Nerolac:,Berger,Dulux,
16	Concertina Coil	Locally available best material
17	Razor Wire	Locally available best material

Note: 1) RBI reserves the right to add or delete any materials and Brands in the list of acceptable materials/brands on the recommendations of Engineer-in-charge.

2) The make of material which are not mentioned shall be got approved from Bank's Engineer-in-Charge before use.

Place:

Date: **Seal and Signature of Authorised Signatory**

Section IX

MATERIAL TESTING AND QUALITY ASSURANCE

i) Once, the material (to be used in work) is approved by Engineer-in-Charge, Contractor shall, within 02 working days from the date of such approval, submit his / their material procurement plan for entire work to the Engineer-in-Charge. Contractor shall submit to Engineer-in-Charge the material testing certificate (s) (MTC) provided by Manufacturer for every supply by Manufacturer to Contractor supported by substantiating document (acceptable to Engineer-in-Charge) linking material supplied by Manufacturer to its MTC.

ii) Testing of materials shall be conforming to the relevant Code (s) as stated in the contract and as per Material Testing and Quality Assurance Plan suggested / approved by the Engineer -in-Charge. /

iii) Whenever material is to be tested in laboratory, material testing shall be done through NABL Accredited laboratory (ies).

S.No	Material	Frequency
1	Structural steel members viz mild steel flat , Mild steel hollow pipe	Per Lot
2	AAC Block	Per Lot

Place:

Date: **Seal and Signature of the Authorised Signatory**

Section X

Un-priced bill of quantity

Name of Work: Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar.

PREAMBLE TO SCHEDULE OF QUANTITY

1. The work shall be executed between the Primary Data Center and the Reserve Bank of India Officers' Colony at Kharghar. As the Primary Data Center is a security importance and the Officers' Colony is fully occupied, the work shall be carried out with minimum disturbance to office operations and residential occupants. The contractor shall take all necessary safety and security precautions and maintain the work site and surrounding areas in a clean, hygienic, and safe condition throughout the execution of the work.
2. Tenderers, before filling the tender, shall inspect the site and place of work to understand the nature and scope of the work, working space available and any other related constraints and get acquaintance of the site including obtaining permissions from local authorities as if required. The fees required for taking any statutory approvals related to this work shall be reimbursed on submission of the original receipt of payment to the Bank.
3. The rates quoted below is inclusive of GST and include preparation of the existing surfaces and making them even and smooth with all the required materials and labour to the satisfaction of the Bank's Engineer.
4. The rates shall also include double scaffolding (mild steel) for raising of compound wall and as required for other areas.
5. All safety measures while working at site shall be followed and all workmen shall be provided like safety belts, hand glows, helmets.
6. Materials should be properly and carefully stacked and secured to avoid any accident/ untoward incident at site as directed by the Banks' Engineer.
7. No debris shall be kept on the adjoining municipal foot path or within the premises of the office and same shall be removed frequently as per instructions of the Banks' Engineer. Debris formed in the work shall be brought down, stacked suitably only at location specified by the Banks' Engineer.
8. All the materials to be used in the work shall be got approved in advance from the Bank. The copies of delivery challans / invoices of the materials delivered/brought to the site shall be regularly submitted to the Bank's Engineer.
9. Contractors shall submit at least three samples of any approved make for the approval shades by the Bank. Final selection of the make and shades of the materials shall be done exclusively by the Bank.

10. During execution of the work, if any damages occurred to the Bank's property same shall be repaired satisfactorily without any extra charges to the Bank. Failing to comply with this condition, same will be got done by the Bank at the risk and cost of the successful contractors.
11. After completion of the work, the entire area shall be cleaned/ cleared properly to the satisfaction of the Bank by the successful contractor and no debris, etc. shall be left behind. If, not done properly, then Bank will get it done through any of the agency at the risk and cost of the contractor.
12. The tenderer shall abide by all the rules and regulations of the State Government/ Central Government/ Local Authorities and the quoted rates shall be included for such expenses and Bank will not entertain any claim whatsoever on this account.

Place: Signature and seal of the Tenderer

Date: Name &Address

E-mail id:

UN PRICED-SCHEDULE OF QUANTITIES

Name of the Work: - Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar.

Item No	Description of item	Unit	Quantity	Rate (₹) including GST	Amount (₹) including GST
1	Dismantling of the existing damaged boundary wall / column by manually/ mechanical means including disposal of unserviceable material with all lead and lift, disposing off and carting away the debris from the Bank's premises at a location as specified by the local municipal corporation etc. all complete as directed by the Bank's Engineer. The quoted rate shall be inclusive of scaffolding, contractor's overheads & profit, taxes/GST, insurance, transportation of material at site, wastages etc.	Cum	6.00	Not to be quoted	
2	Making the existing top surface of the boundary wall flat and rough up to flushing the vertical wall surface by chipping/chiselling with manual chisel or by standard power driven percussion type including removing plaster , cleaning the exposed concrete surface and reinforcement with wire brushes so as to provide proper key/bond for receiving layer above the existing	Rmt.	185.00	Not to be quoted	

Item No	Description of item	Unit	Quantity	Rate (₹) including GST	Amount (₹) including GST
	surface etc. and disposal of debris for all lead and lifts all complete as per direction of Bank's Engineer. The rate shall be inclusive of tools, tackles, wastages, curing at all height, etc. all complete as directed by the Bank's Engineer. The rate also includes removing Y shape mild steel angle, barbed wire and concertina wire. The quoted rate shall be inclusive of scaffolding, Contractor's overheads & profit, taxes/GST, insurance, transportation of material at site, and taking away scrap materials and quoted rate shall inclusive of salvage value of scrap material etc., at all height, etc. all complete as directed by the Bank's Engineer.				
3	Providing and laying 400mm thick Autoclaved Aerated concrete (ACC) block masonry with grade-I AAC blocks (density 551 to 650 kg/cum) of approved make and required size (600mmX200mmX200mm) above plinth level up to required height above the existing wall with block laying block jointing adhesive mortar of approved make, making true to plumb and line including raking the joints, curing, cleaning, disposing off and carting away	Cum.	46.00	Not to be quoted	

Item No	Description of item	Unit	Quantity	Rate (₹) including GST	Amount (₹) including GST
	the debris from the Bank's premises etc. all complete as directed by the Bank's Engineer. The rate shall be inclusive of tools, tackles, wastages, curing at all height, etc. all complete as directed by the Bank's Engineer. The quoted rate shall be inclusive of cost of scaffolding, Contractor's overheads & profit, taxes/GST, insurance, transportation of material at site, wastages etc.				
4	Supplying, straightening, cutting, bending, placing in position and binding & tying with binding wire TMT steel bar grade Fe500 of approved manufacturer in required diameter including cost of 16 SWG binding wire and cover blocks for beams, columns and slabs etc. complete all as directed by the Bank`s Engineer. Rates are inclusive of necessary labour, taxes / GST, insurance, transport, wastage, overheads and contractor profits. including cost of 16 SWG G.I binding wire and cover blocks for beams and columns and slabs etc. complete all as directed by the Bank`s Engineer.	Kg	2295.00	Not to be quoted	
5	Providing, laying and compacting in position site batched plain cement concrete of M-20 Grade (Nominal	Cum	28.00	Not to be quoted	

Item No	Description of item	Unit	Quantity	Rate (₹) including GST	Amount (₹) including GST
	Mix.)(1 cement : 11/2 coarse sand (zone-II) including manufactured sand :3 graded stone aggregate 10-20 mm nominal size using Portland Pozzolana/Ordinary Portland /Portland cement for 300mm thick coping over top surface of the boundary wall including curing, carriage for all leads and cost of centering, shuttering and finishing as directed by Bank's Engineer. The rate also include providing and removing shuttering / formwork. The quoted rates are inclusive of all tools and equipment to carry out the work, all taxes, insurance, transportation, , wastages, scaffolding (wherever required), loading & unloading, labour, Contractor's profit, and overheads, etc.				
6	Providing and applying 15mm average thick ready mix cement plaster of approved make in line and level on the external surface of the masonry wall up to 1.00 meter height matching with the existing finish, making 100mm wide band/strips on both sides of the wall including necessary scaffolding, curing, disposing off and carting away the debris from the Bank's premises etc. all complete as directed by the Bank's	Sqmt.	490.00	Not to be quoted	

Item No	Description of item	Unit	Quantity	Rate (₹) including GST	Amount (₹) including GST
	Engineer. The rate shall be inclusive of tools, tackles, wastages, curing at all height, etc. all complete as directed by the Bank's Engineer. The quoted rate shall be inclusive of scaffolding, Contractor's overheads & profit, taxes/GST, insurance, transportation of material at site, wastages etc.				
7	Providing and applying texture over external surfaces using Ready-mixed texture of approved make by preparing existing wall surface by removing all type of dirt's by sprinkling water by jet spray of required pressure wherever required. Applying one coat of a bond coat / primer of approved make over the exposed brick wall / RCC surfaces as per manufacturer's specifications. Providing and applying new texture plaster of minimum 3 mm average thickness by using ready mix texture of approved make of approved pattern in true line & level , etc. complete in all respect as directed by the Bank's Engineer.Rates are inclusive of necessary labour, scaffolding , taxes / GST, insurance, transport, wastage, overheads and contractor	Sqmt.	1200.00	Not to be quoted	

Item No	Description of item	Unit	Quantity	Rate (₹) including GST	Amount (₹) including GST
	profits.Multiplying factor for area measured shall be 1.00.				
8	Providing, fabrication and fixing mild steel grill panel of overall size 3.50m X1.00 m comprising square hollow pipe of 40mm X40mm X 2mm with 16 mm dia solid bar making arrow to open end welded to vertical square hollow pipe. Square hollow pipe of 40mm X40mm X2mm horizontally at the appropriate level and mild steel flat of size 50mm X 6mm at bottom . Entire assembly grill hoisting, fixing firmly in position, with 4 nos gusset plate 10mm thick of size 150mm x150mm to side column and 3 nos at top of wall with 4 nos anchor fasteners 12mm dia of 100mm length to each plate .The quoted rates are inclusive of all tools and equipment's to carry out the work, all taxes, insurance, transportation, scaffolding (wherever required), cleaning, loading & unloading, labour, Contractor's profit and overheads etc.,	Kg	4703.00	Not to be quoted	
9	External Painting works:- Providing & applying exterior painting in two or more coats of exterior quality, Weatherproof 100 % Acrylic Emulsion paint of approved shade and	Sqmt.	1200.00	Not to be quoted	

Item No	Description of item	Unit	Quantity	Rate (₹) including GST	Amount (₹) including GST
	manufacturer over a coat of primer as per manufacturer specification to entire external wall surface including cleaning the surface ,washing and filling the crevices with approved sealant including scaffolding etc., complete all as directed by Bank's Engineer . Multiplying factor for area measured shall be 1.00. Rates are inclusive of necessary labour, taxes / GST, insurance, transport, wastage, overheads and contractor profits.				
10	Providing and fixing punched tape concertina coil fencing of 600 mm diameter with 10.00 m openable length (total length 90.00 m), having 50 loops per 6.00 m length, fixed over the existing 'Y' shaped angle iron posts at an average spacing of 3.00m to 3.50 m, up to 3.80 m height of the existing compound wall. The work shall include drilling/cutting holes of the required diameter in the existing 'Y' angle posts using suitable drilling equipment, wherever required, and fixing /placing the concertina coil with three horizontal runs of razor wire, firmly fixed with G.I. staples, G.I.	Rmt.	185.00	Not to be quoted	

Item No	Description of item	Unit	Quantity	Rate (₹) including GST	Amount (₹) including GST
	clips,/binding wire/ nuts, bolts, washers,/welding, and all necessary fixing accessories to ensure proper tension and stability, complete as directed by the Engineer-in-Charge. The item also includes surface preparation and application /deepening of one coat of two component (Resin and hardener) epoxy paint of approved colour/shade and brand over a coat two component(Resin and hardener) epoxy primer of approved colour and brand on the punched tape concertina coil, razor wire, and all exposed steel components.				
11	Providing and applying two or more coat of epoxy paint of approved make and shade over a coat of epoxy primer on mild steel angles, etc all complete as directed by the Bank's Engineer. The quoted rate also include surface preparation by removing dirt rust etc, by sand paper , caustic soda etc., The quoted rate shall be inclusive of all tools and equipment's to carry out the work, Contractor's profit, GST, Insurance, transportation of material at site, labour, wastages, double scaffolding etc. The quoted rate shall be inclusive of scaffolding, Contractor's overheads &	Sqmt.	215.00	Not to be quoted	

Item No	Description of item	Unit	Quantity	Rate (₹) including GST	Amount (₹) including GST
	profit, taxes/GST, insurance, transportation of material at site, wastages etc. (Multiplying coefficient for painting taken as 1 for both side)				
	Grand Total including GST				

Place: Signature and seal of the Tenderer

Date: Name &address

E-mail id:

*Important Notes to the Intended Bidders:

1. The quoted rates shall be inclusive of all taxes, GST, insurance, ,transportation, cutting / wastages, scaffolding (wherever required), loading & unloading, labour, cleaning of site, Contractor's profit and overheads inclusive of all tools and equipment to carry out the work up to the satisfaction of the Bank. The intended bidders are requested to quote the single rates for each of the above items inclusive of all as stated above.

2. The work will be executed as per the tender specifications. In the event of any ambiguity observed in the tender drawings and tender specifications, the tender specifications will prevail. This is in line with the priority of documents indicated in the Part- I of the tender.

Place:

Date: **Seal and Signature of the authorised signatory**

SECTION -XI

Drawings

BLANK

Annexure – I

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, 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 **"Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar."** including signing and submission of all documents, deputing persons in pre-bid meeting and providing information / responses to 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.

Note:

Power of Attorney should be properly stamped and notarized Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder Name/(s)

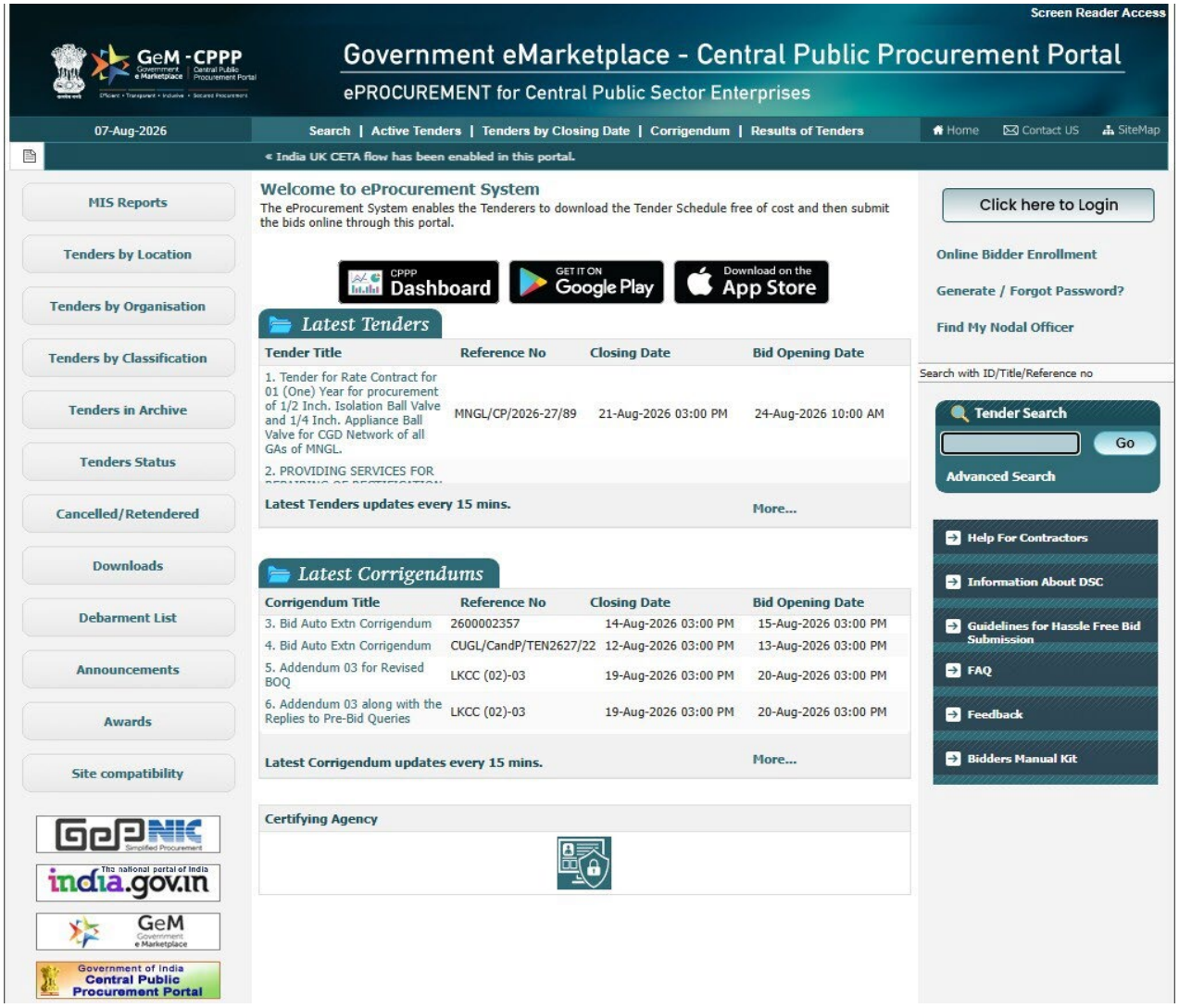
Stamp/Seal of the Bidder

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

Annexure II

Important instructions regarding E-tender

This tender is published on the Central Public Procurement Portal (CPPP) and can be accessed at https://etenders.gov.in. Unregistered bidders must complete their registration on the portal to participate in the bidding process. Step-by-step user manuals and guides are available on the homepage of the portal; bidders can locate them by following the visual highlighted in the screenshot below.



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

0120-4001 002;

0120-4001 005;

0120-4493395

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

Contact person at RBI

i) Shri Nitin Dolare, Estate Cell, E-mail ID ndolare@rbi.org.in Phone no: 022-6987 3012

ii) Shri Mahadeo Dnyandeo Kirdat Estate Cell, E-mail ID mdkirdat@rbi.org.in Phone no: 022-6987 3051

iii) Shri. Hemraj.V. Walurkar, Manager (Tech.-Civil), hvwalurkar@rbi.org.in; Phone : 022 -6987 3126

iv) Smt. Rajani Joshi, AM Estate Cell, E-mail ID rajanijoshi@rbi.org.in Phone No: 022-6987 3031

v) Smt. Sharmi R, AM Estate Cell, E-mail ID rsharmi@rbi.org.in Phone No: 022- 6987 3021

Important Note

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

2. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

3. No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

Annexure-III

Detail of participating firm/bidder on firm's letterhead

1.	Bidder Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify:_____ [Enclose certificate of Registration]
3.	Name of Proprietor/Partners/Directors of the firm/company	
4.	Number of Years in Operation	
5.	Address of Registered Office:	
6.	Address of manufacturing plant	
7.	Bidder's address where order/contract is to be placed	
8.	Telephone Number of address where order is to be placed Website & Email ID	_____ (Country Code) (Area Code) (Telephone No.) _____
9.	PAN No.	_____ [Also, Enclose copy of PAN Card]
10.	GST No. (refer sl. no. 8 above)	_____ [Also, Enclose copy of GST Certificate]
11.	EPF Registration No.	_____ [Also, Enclose copy of EPF Registration Certificate]
12.	ESI code No.	_____ [Also, Enclose copy of relevant document]

13.	Whether Micro / Small / Medium Enterprise	(Bidder to submit documents as specified it ITB)
14.	**Banker Detail (The account for receiving payment)** [Also, Enclose copy of cancelled Cheque]	
I.	Banker's Name	
II.	Branch	
III.	Bank account number	
IV.	IFSC	
15.	**Detail of Service Setup** [Also, Enclose copy of relevant document]	
I.	Address	
II.	Email	
III.	Telephone/Mobile No	
IV.	No of person stationed	

Place: **[Signature of Authorized Signatory of Bidder]**
Date: **Name:**
Designation:
Seal:

Annexure – IV

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Chief General Manager

Reserve Bank of India

Estate Cell, Belapur

Navi Mumbai

Dear Sir,

Name of Work: Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar.

Ref.: **Tender No:-**

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the bidder shall furnish a Bank Guarantee for a sum of Rs……. (Rupees ……only) as Earnest Money Deposit (EMD). M/s. (Name of the Bidder/Bidder) , (hereinafter called as "the Bidder/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said services /work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs……. (Rupees ……only) in respect of EMD. 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 Bidder 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 Bidder; 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 equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the 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. 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 Bidder. 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 tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Bidder 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 Bidders 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 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 upto (six months from the last date of receipt of tender) 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.

Yours faithfully,

For and on behalf of Bank.

Authorised 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).

Annexure V

Format of Article of Agreement /Contract Agreement

(for successful contractor)

(On non-judicial stamp paper of appropriate value as per the applicable Stamp Act)

THIS CONTRACT AGREEMENT is made the_____ day of_____, 2026 between the Reserve Bank of India, Belapur body corporate constituted under the Reserve bank of India, Act 1934, having its registered office at: Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400 001 (hereafter called "The Bank") represented by ……..which expression shall include its successors and assigns of the one part and _____ _____incorporated under _____and having its registered office at _____ (thereinafter called "the Contractor")) which expression shall include its successors, legal representatives and assigns of the other part.

WHEREAS the Bank desires to engage the Contractor to ***Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar*** and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Bank had called for tenders from eligible contractors to provide services for providing **"Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colonyat at Kharghar."** as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others submitted the tender and the Bank has awarded the contract, to provide **"Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar."** as stated in the scope of work attached to the Tender Document, to the Contractor.

AND WHEREAS the Contractor has agreed to execute the assigned work subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Part I, Part II, annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the detailed scope of work as stated in the Tender Documents (Part I, Part II, annexures and amended thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:	
1	**Contract Agreement:** The following documents shall constitute the Contract between the Bank and the Contractor, and each shall be read and construed as an integral part of the Contract: a) This Contract Agreement and the Appendices hereto b) Letter of Award . Ref. No c) Minutes of pre-bid meeting d) All emails and letters exchange during the tendering process e) Part I (Techno commercial bid) and Part II (Price bid) Bid submitted by the bidder f) Notice Inviting Tender (NIT), along with any corrigenda/addenda.
2.	**Contract Price:** The Bank hereby agrees to pay to the Bidder the Contract Price in consideration of the performance by the Bidder of its obligations hereunder. The Contract Price shall be the aggregate of ***[Fill: amount of local currency in words], [Fill: amount in figures]***, or such other sums as may be determined in accordance with the terms and conditions of the Contract.
3.	**Earnest Money Deposit**: Contractor has deposited an Earnest Money Deposit (EMD) equal to **₹ 62,113/- (Rupees Sixty Two Thousand One Hundred and Thirteen only)** along with the tender document in the form of NEFT in favour of Reserve Bank of India, Mumbai in the A/c No: ***[Fill]*** transaction remarks. No interest will be payable on the EMD. The Earnest money paid by the Contractor will be released after submission of Security deposit in the form of Performance Bank Guarantee.
4.	**Performance Bank Guarantee (PBG) during DLP:** The Contractor shall deposit PBG @*5* % of the contract amount in favour of *RESERVE BANK OF INDIA, BELAPUR* within *14* days of the award of contract. The PBG shall be valid for a period of *virtual completion of work with an additional claim period of 60 days* beyond the date of termination of contract. No interest will be paid on it. The PBG deposited by the Contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and / or loss/ damage if any sustained by the Bank on account of failure or negligence of the workers deployed by him or in the event of breach of the terms and conditions of the agreement. However, the issue of letter of acceptance/ work order by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. Submission of PBG shall be ensured as stipulated in the tender. In case of delay in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.

	The Contractor shall also submit Performance Bank Guarantee in case the contract is extended and the PBG shall be valid for extended period.
5.	**Payment Terms:** Payment shall be made by the Bank to the Contractor as per the provisions of Part I of the tender. The Contractor shall ensure that wages & allowances paid to his workers are in compliance with Government wage regulations. Proof of paying minimum wages shall be submitted by the Contractor to the Bank. The percentage of wage increase shall be given as per percentage revision of wages by the Government. The workmen should be paid minimum wages under the Minimum Wages Act, 1948 & rules made thereunder or under any other applicable law. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds & Miscellaneous Provisions Act, 1952 and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employees Compensation Act, 1923. The Workmen Compensation policies shall be valid till the validity of contract with the Bank. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the contract. The Contractor shall abide by all the statutory provisions of the Labour Codes, shall not engage a person below the age of 18 years. Contractor shall be responsible for implementing the requirements of the applicable laws. f) The Contractor shall ensure timely payment of wages/salary within **five (05) days** of subsequent month to the persons employed for the purpose of this agreement (through cheque or by crediting to the bank account) and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the bank every month Payment shall be made by the Bank to the Bidder as per the provisions of Part I of the tender.
6.	**Insurance:** The contractor shall, at his own expense, effect and maintain with effect from the date of commencement till issue of the completion certificate under this contract, with an

	approved insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Bank and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the Bank before commencing the works. The Contractor shall be held to be reasonably liable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of the Contractor or its workers or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. The liability under this clause shall be held to include inter alia any damage to Building, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all 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 Building and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Bank before commencement of the work. The minimum limit of coverage under the policy shall be as defined elsewhere under General Condition of Contract. The Contractor shall also similarly indemnify the Bank against all claims which may be made upon the Bank

	whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Bank and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Bank from time to time during the currency of the Contract**. In default of the contractor ensuring as provided above, the Bank may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Bank in respect of 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 compensation or damages, arising therefrom. Without prejudice to the other rights of the Bank against contractor in respect of such default, the Bank shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the Bank and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for Building or repairing of the materials or goods destroyed or damaged. The contractor, in case of re-Building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank may deem fit, but shall, however, not be entitled to reimbursement by the Bank of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein. Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Bank such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies

	are submitted. In the event of failure of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor. In order to fulfil all the insurance-related conditions mentioned above, the contractor shall, within 14 days from the date of issue of the work order, insure the works at his cost and keep them insure until the virtual completion of works, against loss or damage by fire with an office in the joint names of the Bank and the contractor (the name of the Bank i.e. "RESERVE BANK OF INDIA" being placed first in the policy). It shall cover the following risks. i. **Contractors all risk (CAR) policy** insurance inclusive of Storage, erection, testing and commissioning policy for the full contract value including fire risk. ii. **Workmen compensation policy** for the employees of the contractor at site. iii. **Third party liability policy** with a limit of Rs 2 lakh per accident maximum up to 3 accidents.
7.	**Time of Completion:** The completion period of the project shall be reckoned from the 14th day of issuance of Letter of Award/Work Order. Time shall be considered the essence of this Contract, and the Contractor hereby agrees to commence the work immediately after the site is handed over to him to complete the entire work as provided in the said conditions, subject nevertheless to the provisions for extension of time.
8.	**Appendices:** The Appendices listed in the attached list of Appendices shall form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendix attached hereto, and the Contract shall be read and construed accordingly.
9.	**Jurisdiction**: All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at *Belapur* and only Courts in *Mumbai / Navi Mumbai* shall have jurisdiction to determine the same.
10.	**Language:** The Tender form shall be filled in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation. All communications, drawings, designs, data, information, codes, specifications, and other documents supporting the bid or otherwise exchanged under the Contract shall be in English or in Hindi.

11.	**Non-disclosure:** i. The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider and /or the DB Developer during the course of discharging their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the services/works in any trade or technical paper or elsewhere without the previous written consent of the Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies. ii. The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. iii. Without prejudice to the formal Contract Agreement, all confidentiality and non-disclosure obligations binding the Contractor under this tender shall survive the expiration, completion, or termination of this Agreement for any reason whatsoever.
12.	**PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE** i. The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint. ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Contractor is proved.

	The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
13.	**Termination of Contract by the Bank** If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Bank that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Bank. Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor, Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained, Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder, Or if the Bank determine that the Contractor has abandoned the Contract, or has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Bank notice to proceed, or has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Bank under these Conditions or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for

	seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same. Then and in any of the said cases, the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate 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 Bank may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the decision of the Bank shall be final and conclusive between the parties.
14.	**Termination of Contract by Contractor** If payment of the amount payable by the Bank under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the

	Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 19 of section IV.

IN WITNESS WHERE OF the Bank and the Bidder/Bidder have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Bank

[Signature]

[Name & Title]

In the presence of:

1. [Witness 1 Signature & Details]

2. [Witness 2 Signature & Details]

Signed for and on behalf of the Bidder

[Signature]

[Name & Title]

In the presence of:

1. [Witness 1 Signature & Details]

2. [Witness 2 Signature & Details]

Annexure – VI

Proforma Of Bank Guarantee for Performance Security Deposit/ Retention Money

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

Place : _____

Date : _____

Chief General Manager
Reserve Bank of India
Estate Cell, Belapur
Navi Mumbai

Dear Sir,

Name of Work: Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar. (Bank Guarantee For PERFORMANCE SECURITY DEPOSIT/ Retention Money.

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Bidder) (hereinafter called " the said Bidder" which expression shall include its successors and assigns). AND Whereas the Bidder is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹._____ (Rupees___ _____ only) (Amount in figures and words) for the due fulfilment by the said bidder 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 bidder, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (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 Bidder 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 bidder; 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 equivalent to the Performance

Guarantee Amount for the due performance of the obligations of the Bidder under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees _____only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the 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 Bidder 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 Bidder.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Bidder 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 Bidder 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 upto (60 days beyond the Completion of contract) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their

obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder. In witness whereof I/We of the Bank have signed and sealed this guarantee on the -------- -- day of ---------- (Month) (Year) being herewith duly authorized. For and on behalf of _____ (Name of the Bank) Signature of authorized Bank official Name: Designation Stamp/ Seal of the Bank Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of: Witness

1 Signature ……..

Name ……..

Address ……

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

Annexure VII

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, Date:

Chief General Manager
Reserve Bank of India
Estate Cell, Belapur
Navi Mumbai

Ref: Application for Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar.

Madam,

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)

2.1 is not from a country sharing land border with India, or

2.2 is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or

2.3 is from a country sharing land border with India where Government of India has extended lines of credit, or

2.4 is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout 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 Office Memorandum 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 bidder from country(ies) sharing land border with India, unless such bidder 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

Date:

Place:

Annexure VIII

Undertaking on Legal Actions / Civil Lawsuits / Litigation / Arbitration by the Contractor

[On the Letter head of the Applicant]

Date:

To,

Chief General Manager
Reserve Bank of India
Estate Cell, Belapur
Navi Mumbai

Ref: Application for Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar.

Dear Sir /Madam,

1 I/We …… (Name of the contractor) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction.

1. I/We …… (Name of the contractor) declare that the followings legal action(s) have been/ is being taken against us:

…….. (detail of the legal action, project under consideration, legal authority involved etc.).

However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the Application for Empanelment.

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

2. Further, we ……. also declare that no cases of civil lawsuits / litigation / arbitration etc., have been initiated in any in any of our executed projects

2. Further, we …….... also declare that the following civil lawsuits / litigation / arbitration cases were/are initiated in our executed projects:

…….. (detail of the project and type of action etc.) .....

……

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

Signature and name of the authorized signatory of the Contractor

with Rubber Stamp

Date:

Place:

Annexure IX

Undertaking to be included in tender regarding declaration of debarment by public institution(s):

(To be submitted by the tenderer on their letterhead)

Name of Work: Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar.

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) I/we or any of our allied firm* is/ are not debarred by any procuring entity for violation of Public Procurement (Make in India) Order, 2017as on last date of submission of the bid.)

d) 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) declares 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.

Annexure X

Undertaking in connection with

Payment of advance on materials consumed in ready to install parts delivered by the Contractor at the site

(On Non-Judicial Stamp Paper of appropriate value as per Maharashtra Stamp Act)

To,
The Chief General Manager
Estate Cell
Reserve Bank of India,
CBD Belapur

Dear Sir/Madam
Raising of Compound wall between Primary Data Center and Reserve Bank Officers' colony at Kharghar. (This undertaking made this _____ day of _____ by M/s _____ (Name of the Contractor) hereinafter referred as Contractor.

The Employer and the Contractor have entered into an Agreement dated _____ hereinafter called as the said Agreement and in terms of Clause No.07 in the General Conditions of Contract, the Employer has agreed at his discretion on the request of Contractor that the Contractor will be paid an advance of up to 75% of the cost of materials consumed in ready to install parts delivered by the Contractor to the site (hereinafter called as Material) for installation in the works.

The Contractors have applied to the Employer that they be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of work. The Employer has agreed to do so on the terms and conditions hereinafter set out.

Now this letter of Undertaking witnesses that in consideration of the said Agreement, and in consideration of the amount paid/payable to the Contractors by the Employer and of any further advances as may be made to the Contractor as aforesaid, the Contractor hereby agrees with the Employer and undertake as under:

1. The amount advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced shall be employed by the Contractor in or towards expending the execution of the said Works and for no other purpose whatsoever.

2. That the materials which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and not free from encumbrances of any kind and the Contractors indemnifies the Employer against all claims in respect of which an advance has been made to them as aforesaid.

3. That the materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said Materials) shall be used by the Contractors solely in the execution of the said Works in accordance with the directions of the Bank's Engineer and in the terms of the said Agreement.

4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risk of the said Materials and that until used in installation as aforesaid, the said Materials shall remain at the site of the said Works in the Contractor's custody and on their own responsibility and shall at all times be open to inspection by the Bank's Engineers or any officer authorized by the Engineer-in-Charge.

In the event of the said Materials or any part thereof being stolen, destroyed or damaged, the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same complete in all respect conforming to the specifications of Contract.

5. That the said materials shall not on any account be removed from the site of the said Works except with the written permission of the Engineer-in-Charge.

6. That the advances shall be repayable in full when or before the Contractors received payment from the Employer of the price payable to them for the said Works under the terms and the provisions of the said Agreement provided that if any intermediate payments are made to the Contractors on account of work done, then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said Materials the actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7. That if Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said Agreement or of the presents, the total amount of the advance or advances that may still be owing to the Employer shall

immediately on the happening of such default be repayable by the Contractor to the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agree with the Employer to repay and pay the same respectively to him accordingly.

8. That the Contractor hereby charges all the said Materials with the repayment to the Employer of the sum or sums, advances as aforesaid and all cost, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said Agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Employer may at anytime thereafter adopt all or any of the following courses as he may deem best.

(a) Seize and utilize the said materials or any part thereof in the completion of the said Works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said Agreement, debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said Agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the Employer on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the money owing out of the security deposits or any sum due to the Contractor under the said Agreement.

9. That except in the event of such default on the part of the Contractor as aforesaid interest on the said Advance shall be payable.

10. That in the event on any conflict between the provisions of these presents and the said Agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction of effect of these presents the settlement of which has not been hereinbefore expressly provided for, the same shall be referred to the Employer

whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.

11. The provision of this undertaking shall be deemed to be supplemental to the said Agreement.

IN WITNESS WHEREOF the Contractor have set their hands to these presents the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
BY THE CONTRACTOR
IN THE PRESENCE OF

Witness One	Witness Two
Signature	Signature
Name	Name
Address	Address