



निविदा की समय-सीमा (एसओटी)

फोर्ट, मुंबई में स्थित बैंक के केंद्रीय कार्यालय के प्रवेश द्वार), ग्राउंड फ्लोर पर पेवर टाइल प्रदान करना और बिछाने के कार्य हेतु ई-निविदा

1.	ई-निविदा सं.	आरबीआई/केंद्रीय कार्यालय/परिसर विभाग/4/23-24/ईटी/140
2.	निविदा का माध्यम	ई-प्रोक्योरमेंट प्रणाली (www.mstcecommerce.com/eprochome/rbi के माध्यम से ऑनलाइन भाग। तकनीकी-वाणिज्यिक बोली और भाग-॥ मूल्य बोली)
3.	अनुमानित राशि रूपये में	₹19.99 लाख
4.	निविदा देखना – तिथि, समय एमएसटीसी वेब पोर्टल पर	19.10.2023 को सुबह 11.00 बजे
5.	बोली पूर्व बैठक (समय एवं स्थान)	15.11.2023 को सुबह 11.30 बजे, परिसर विभाग, 5वीं मंजिल, भारतीय रिजर्व बैंक, केंद्रीय कार्यालय, फोर्ट, मुंबई
6.	बयाना जमाराशि –	<p>₹39,980/- ईएमडी भारतीय रिजर्व बैंक मुंबई के पक्ष में अनुसूचित बैंक के डिमांड ड्राफ्ट या इसके साथ अनुलग्नक में दिए गए प्रोफार्मा में मूल बैंक गारंटी के रूप में निविदा आमंत्रित करने वाले प्राधिकारी के कार्यालय में या एनईएफटी के माध्यम से 28.11.2023 को अपराह्न 02.00 बजे या उससे पहले जमा की जा सकती है। एनईएफटी अंतरण के लिए खाता विवरण निमानुसार है: लाभार्थी का नाम - भारतीय रिजर्व बैंक आईएफस कोड – RBIS0COD001 खाता सं. – 41861403873 अंतरण संख्या और अन्य विवरण दर्शाते हुए विप्रेषण का प्रमाण अन्य निविदा दस्तावेजों सहित बैंक के अनुमौदित ई-निविदा पोर्टल पर अपलोड किया जाए तथा इससे संबंधित सूचना ईमेल rgehani@rbi.org.in / arulselvan@rbi.org.in पर भी 28.11.2023 को अपराह्न 02.00 बजे या उससे पहले साझा की जाए। बयाना जमा राशि के बिना प्राप्त हुई सभी निविदाएँ निरस्त की जा सकती हैं।</p>
7.	बोली आरंभ तिथि – ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए www.mstcecommerce.com/eprochome/rbi पर ई-निविदा के आरंभ की तिथि	17.11.2023 को 10.00 बजे
8.	बोली बंद किए जाने की तिथि – ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा के बंद किए जाने की तिथि	28.11.2023 को दोपहर 02:00 बजे
9.	निविदा के भाग-। खोलने की तिथि और समय	28.11.2023 को दोपहर 03:00 बजे
10.	भाग-॥ मूल्य बोली खोलने की तिथि	निविदा के भाग ॥ के पात्र बोलीदाताओं को यथासमय सूचित किया जाएगा।

नोट: फर्मों को एमएसटीसी भुगतान गेटवे को अनिवार्य अंतरण शुल्क का भुगतान एमएसटीसी लिमिटेड के पक्ष में करना होगा।



**RESERVE BANK OF INDIA
Premises Department
Central Office Building**

**Part I
(Techno Commercial Bid)**

e-TENDER for

**Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building,
Reserve Bank of India, Mumbai - 400001**

Name of Bidder _____

Address _____

Due Date and time of Submission of e-Tender 2:00 PM of 28.11.2023

अस्वीकरण

भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय, परिसर विभाग, ने इस दस्तावेज़ को इच्छुक पक्षों को परियोजना के बारे में पृष्ठभूमि की जानकारी देने के लिए तैयार किया है। हालांकि भारतीय रिजर्व बैंक ने यहां मौजूद जानकारी तैयार करने में आवश्यक सावधानी बरती है और उसके अनुसार यह सूचना सही है लेकिन इस दस्तावेज में दी गई जानकारी की पूर्णता या सटीकता या इसके साथ दी गई किसी सूचना के बारे में भारतीय रिजर्व बैंक या उनके अधिकारियों या एजेंसियों या उनसे कोई भी संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों द्वारा कोई भी वारंटी या उसका दावा, चाहे वह व्यक्त या अंतर्निहित हो, नहीं किया जाता है।

व्यक्त जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने और प्रतिवादियों को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल निविदा प्रस्तुत करने के लिए भारतीय रिजर्व बैंक द्वारा दी गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर दी जाती है कि यह भारतीय रिजर्व बैंक या इसके किसी भी प्राधिकरी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों के लिए बाध्यकारी नहीं है।

भारतीय रिजर्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरूप को बदलने के लिए, इस दस्तावेज में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

Disclaimer

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

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

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

1. Notice Inviting Tender

1. E-tenders are invited for '**Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001**'. The estimated cost of the work is **₹ 19.99 Lakh** (inclusive of all taxes).
2. Tender (Part I and II) will be available from **19.10.2023 to 28.11.2023** at MTSC website. The duly filled-in tender documents should be uploaded on MSTC website before 02.00 PM on **23.11.2023**.

Important information

i) E-tender No.	RBI/Central Office/Premises Department/4/23-24/ET/140
ii) Name of work	Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001.
iii) Mode of Tender	<ul style="list-style-type: none">• e-Procurement System (Online Part I and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi).• Guidelines for e-tender has been provided.
iv) Date of NIT available to parties to download	From 11.00 Hrs on 19.10.2023
v) Estimated cost	₹19.99 Lakh (Inclusive of all taxes)
vi) Earnest Money Deposit	₹39,980/-
vii) Last date of submission of EMD.	Till 14.00 Hrs on 28.11.2023
viii) Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	10.00 Hrs on 17.11.2023
ix) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	14:00 Hrs on 28.11.2023
x) Date & time of opening of Tender	<ul style="list-style-type: none">• Part I of the tender shall be opened at 15:00 hrs on 28.11.2023• Part II (Price Bid) of the tender of the qualified bidders shall be opened on a subsequent date which shall be communicated to the qualified bidders.
xi) Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

2. Guidelines for e-Procurement

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

Process of e-tender:

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

Special Note: The Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/eprochome/rbi

- 1) Vendors are required to register themselves online with www.mstcecommerce.com => e-Procurement => PSU/Govt depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e-tender.

Contact person (MSTC):

1. Name: Shri Manas Mallick, Senior Manager (MSTC-WRO), Email: manas@mstcindia.co.in
Mobile no.: 9831108435.
2. **HO Central Help Desk:**
Phone Number :07969066600
helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)
Availability: 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

Contact Person (RBI):

1. Sh. Karthik Ravikumar, Manager (Tech-Civil) karthikr Kumar@rbi.org.in 9769037126 (during office hours only)	2. Rashmi Gehani, Manager rgehani@rbi.org.in 9833352089 (during office hours only)
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B) System Requirements:

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

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

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

Other Settings:

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

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

The ‘Techno-Commercial Bid’ and the ‘Price Bid’ shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable**. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

Note-

- Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender

- a) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- d) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- e) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
 - j) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- k) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof. Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

3. निविदा फॉर्म

प्रति,

स्थान
दिनांक

प्रभारी मुख्य महाप्रबन्धक,
परिसर विभाग
केन्द्रीय कार्यालय विभाग
भारतीय रिजर्व बैंक,
मुंबई

महोदया,

हमने निर्दिष्ट जापन में उल्लिखित कार्यों से संबंधित विनिर्देशों और मात्रा की अनुसूची की सावधानीपूर्वक जांच की है और उक्त जापन में निर्दिष्ट कार्यों की स्थापना साइट का दौरा करने तथा जांच करने और ई -कोटेशन को प्रभावित करने वाली उससे संबंधित आवश्यक जानकारी प्राप्त कर ली है। हम उक्त जापन में निर्दिष्ट कार्यों को उक्त जापन में निर्दिष्ट समय के भीतर, मात्राओं की संलग्न अनुसूची में उल्लिखित दरों पर और करार की शर्तों में लिखित रूप में दिए गए विनिर्देशों, मात्रा की अनुसूची, निविदाकर्ता को सामान्य निर्देश और विशेष शर्तों, इसके पहले संदर्भित शर्तों, विनिर्देशों, डेटा शीट और मात्रा की अनुसूची, इसके लिये उपलब्ध करायी गयी सामग्री के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहाँ तक वे लागू हों, के अनुसार उक्त जापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखते हैं।

जापन

(क)	कार्य का व्योरा	भारतीय रिजर्व बैंक, मुंबई - 400001 के केन्द्रीय कार्यालय भवन में प्रवेश द्वारा, भूतल पर पेवर टाइल प्रदान करना और बिछाना।
(ख)	कार्य पूरा करने के लिए समय की अनुमति	कार्य आदेश जारी होने की तारीख के 10 वें दिन से 45 दिन
(ग)	कार्य की अनुमानित लागत	रु 19.99 लाख (जीएसटी सहित)
(घ)	बयाना राशि	भारतीय रिजर्व बैंक के पक्ष में तैयार डिमांड ड्राफ्ट के रूप में 39,980/- रुपये का ईएमडी या इसके साथ संलग्न प्रोफार्मा के अनुसार मूल रूप में बैंक गारंटी निविदा आमंत्रित करने वाले प्राधिकारी के कार्यालय में दिनांक 28.11.2023 को 14.00 बजे या उससे पहले जमा किया जाएगा और ईएमडी 28.11.2023 को 14:00 बजे या उससे पहले भारतीय रिजर्व बैंक के खाते में भी प्रेषित किया जा सकता है। एनईएफटी लेनदेन के लिए खाता विवरण निम्नानुसार हैं: लाभार्थी का नाम- भारतीय रिजर्व बैंक आईएफएससी/ IFSC: RBIS0COD001 खाता सं./ Account No: 41861403873

		लेनदेन संख्या और अन्य विवरणों को दर्शाते हुए प्रेषण का प्रमाण अन्य निविदा दस्तावेजों के साथ बैंक के अनुमोदित ई-निविदा पोर्टल पर अपलोड किया जाएगा।
ड	निष्पादन गारंटी	संविदा राशि के 5% के बराबर राशि के लिए किसी भी अनुसूचित बैंक से बैंक गारंटी
च	प्रतिधारण राशि	प्रत्येक बिल से 5%
छ	स्पष्टीकरण और बोली-पूर्व बैठक	15.11.2023 को सुबह 11.30 बजे।
ज	बोली की वैधता	निविदा के भाग I के खुलने की तारीख से तीन महीने।

हमने भारतीय रिजर्व बैंक के पास अग्रिम राशि के रूप में ₹39,980/- की राशि जमा की है, जिस राशि पर कोई ब्याज नहीं दिया जाना है। यदि मैं / हम संविदा को निष्पादित करने में विफल रहते हैं या निविदा में दी गई किसी भी शर्त का पालन करने में विफल रहते हैं, तो मैं / हम इस बात से सहमत हूँ कि यह राशि मेरे / हमारे प्रति भारतीय रिजर्व बैंक द्वारा जब्त कर ली जाएगी।

मैं / हम सहमत हूँ,

1. संविदा स्वीकार होने पर मैं/हम यहाँ संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को, जहाँ तक वे लागू होते हैं, पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर उक्त में उल्लिखित शर्तों में निर्धारित राशि जब्त किये जाने और भारतीय रिजर्व बैंक को अदा करने के लिए सहमत हूँ/हैं।
2. हमारे बैंकर हैं: (पूरा पता)

(i)

(ii)

हमारी फर्म के भागीदारों के नाम हैं:

(i)

(ii)

हस्ताक्षर करने के लिए अधिकृत फर्म के भागीदार का नाम

अथवा

अनुबंध पर हस्ताक्षर करने के लिए पावर ऑफ अटॉर्नी रखने वाले व्यक्ति का नाम (पावर ऑफ अटॉर्नी की प्रमाणित प्रति संलग्न की जानी चाहिए)।

भवदीय,

ठेकेदार के हस्ताक्षर:

गवाहों के हस्ताक्षर, नाम और पते:

01. -----

02. -----

3. Form of Tender

To,
Chief General Manager I/C
Premises Department
Central Office Department
Reserve Bank of India
Mumbai.

Madam / Sir,

Having examined the Specifications, scope of work and Schedule of Quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with the Specifications, The instruction in writing referred to in Conditions of Tender, The Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Name of the work:	Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001.
(b)	Time allowed for completion of the work.	45 days from the 10th day after date of issue of work order.
(c)	Estimated Cost of the work	₹19.99 Lakh (inclusive of GST)
(d)	Earnest Money	EMD of ₹39,980/- in the form of Demand Draft drawn in favour of Reserve Bank of India, of a Scheduled Bank or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tender inviting authority on or before 14.00 hrs. of 28.11.2023 and EMD can also be remitted to Reserve Bank of India Account on or before 14:00 hrs of 28.11.2023 . The account details for NEFT transactions are as under: Beneficiary Name- Reserve Bank of India IFSC: RBIS0COD001 Account No: 41861403873 Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.
(e)	Performance Guarantee	Bank Guarantee from any Scheduled Bank for an amount equal to 5% of the Contract Amount

(f)	Retention money	5% from each bill.
(g)	Clarifications and pre-Bid Meeting	On 15.11.2023 at 11.30 A.M.
(h)	Bid validity	Three months from the date of opening of part I of tender.

I / We have deposited a sum of **₹39,980/-** as earnest money with Reserve Bank of India, which amount will not bear any interest. Should I / We fail to execute the contract when called upon to do so or fail to adhere to any of the condition given in tender, I / We do hereby agree that this sum shall be forfeited by me / us to the Reserve Bank of India.

I/We agree to,

1. Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India, the amount mentioned in the said conditions.
2. Our Bankers are: (Full Address)

(i)	
(ii)	

3. Names of Partners of our firm are:

(i)	
(ii)	
Name of the Partner of the firm Authorized to sign	
Or	
Name of person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).	

Yours faithfully,

Signature of Contractor:

Signature, Name and Addresses of Witnesses:

01. -----

02. -----

4. Articles of Agreement (Proforma)

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

WHEREAS the Employer is desirous of **Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001** and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of Reserve Bank of India.

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively herein after referred to as "the said Conditions") the work shown upon / described in the said Specification and include in the Schedule of Quantities at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as " the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor will upon and subject to the conditions annexed carry out and complete the Work within 45days from the 10th day of issue of work order and described by or referred to in the schedule of Quantities and in the said conditions.
- 2) The Employer will pay the Contractor the said contract Amount i.e. ₹ _____, or such sum as shall become payable, at the times and in the manner specified in the said conditions.
- 3) The said Conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and the correspondence and perform the agreement on their part respectively in the said Conditions and the correspondence contained.
- 4) The original tender documents mentioned herein shall form the basis of this contract.

5) This contract is neither a fixed Lump sum Contract nor a Piece Work Contract, but it is an item rate Contract for the complete work to be paid for according to actual as provided in the said Conditions.

6) The Employer reserve to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender quantities unless specifically approved in writing by the Bank's Authorities.

7) All payment by the Employer under this contract will be made only at Mumbai.

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

9) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

10) The Contractor hereby agrees to commence the work from 10th day of date of work award letter and to complete the entire work within 45 days subject nevertheless to the provision for extension of time in writing by such form (i.e by way of deed of agreement or by exchange of letters / emails) as may be mutually decided by the parties

11) The Contractor / Agency shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

a. 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 and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.

b. 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.

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

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

12) The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ system / equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The contractor shall indemnify the Bank for any loss suffered

by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

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

The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

13. Force Majeure: (applicable during the currency of the completion period and subsequent committed DLP) :-

If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these present and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual).

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

Signature Clause:

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

Shri

(Name & Designation)

In the presence of:

1. _____

Address: _____

2) _____

Address: _____

SIGNED AND DELIVERED by

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

The presence of:

1) _____

Address: _____

2) _____

Address: _____

Witnesses

The COMMON SEAL OF _____

Was hereunto affixed pursuant to the
Resolutions passed by its Board of
Directors at the meeting held on
in the presence of:

1) _____

2) _____

Director, who have signed these
Presents in token thereof in the presence of:

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

1) _____

2) _____

SIGNED AND DELIVERED by the _____ If the Contractor is signing by the
hand of Power of Attorney, _____ whether a company or an individual.

Contractor by the hand of

Shri _____

and duly constituted attorney.

5. Instructions to Bidders

The Conditions Hereinafter Referred To

1. Interpretation of Clause:

In construing these conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

(a) Bank : Shall mean The Reserve Bank of India and shall include its assignees and successors,

(b) Contractor

In the case of a partnership firm: Contractor shall mean _____ and _____ trading as partners in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

In the case of individual: Contractor shall mean _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.

In the case of company: Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assignees.

(c) Site Shall mean the site of the contract works at “Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001” and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor’s use under this contract.

(d) This Contract: Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and

	Specifications attached hereto and duly signed and other letters or communications
(e) Notice in writing:	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
(f) Act of Insolvency:	Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original or other applicable law.
(g) Net Prices:	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money which shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(h) Works:	"Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001." as provided herein.

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

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 written instructions, detailed directions and explanations which are hereafter collectively referred to as "Bank's Instructions" in regard to:

- 2a The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- 2b Any discrepancy in the Schedule of Quantities and/or specification.
- 2c The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- 2d The removal and/or re-execution of any works executed by the Contractor.
- 2e The dismissal from the works of any persons employed thereupon.

- 2f The opening up for inspection of any work covered up.
- 2g The amending and making good of any defects under clause thereof.

3. The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Bank shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dispensed 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.

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

The term "Assistant General Manager (Tech)/Manager (Tech)/ Assistant Manager (Tech) or any other representative shall mean the person / Engineer appointed and paid by the Bank and acting under the orders of the Bank to inspect the works, the Contractor shall afford the Assistant General Manager (Tech) /Manager (Tech)/Assistant Manager (Tech) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Assistant General Manager (Tech)/ Manager (Tech)/ Assistant Manager (Tech) have power to set out works or to revoke, alter enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Bank.

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

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

Place:

Signature of Contractor

Date:

Name and address of firm (with seal)

6.General and Special Conditions of the Contract

1. Issue and Submission of Tender:

Participation in this tender will be allowed to empanelled contractors under civil works category – IV (10 Lakh - 25 Lakh) in respective category & who have experience in related trades like Civil renovation works. Tender for "**Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001.**" shall be uploaded through **MSTC website** strictly in accordance with the procedures prescribed in this document & will remain open to the tenderer for participation upto **28.11.2023**. Tenders shall be submitted through e-tendering process not later than 14:00 hours on **28.11.2023**. Telegraphic, Fax and E-mail tenders shall not be accepted.

- (i) No tender will be received after 14:00 hours on 28.11.2023 under any circumstances whatsoever.
- (ii) No other enclosure is permitted in Part- I & Part-II of the tender. Change of terms and conditions and technical deviations, if any, found in Part-I or Part-II, the tender will not be considered, and it will be treated as null and void.
- (iii) No request for any change in rate or conditions after the opening of the tender will be entertained.

2. Part I - Technical & Commercial:

- a. Part-I shall contain the unpriced tender consisting of scope of works as specified, specifications of items of works, documents and commercial terms and conditions etc.
- b. Part-I of the tender as submitted shall contain the following and be signed and uploaded in the MSTC portal unless otherwise stated separately in this document:
 - i. List of deviations, if any, in commercial terms and conditions.
 - ii. List of deviation, if any, in technical specification.
 - iii. Any other technical information the tenderer wishes to furnish.
 - iv. Performance Guarantee as stated in the 'Memorandum'
- c. The Tenderers are advised to visit the site and get themselves acquainted of the site conditions before tendering.
- d. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.
- e. All information, correspondence letters shall be submitted in duplicate and addressed to **The Chief General Manager I/C**, Premises Department, Reserve Bank of India, Central Office, Mumbai.

3. Part II - Price:

- (a) This part shall contain prices in Indian Rupees only and shall be opened online after due fulfilment of conditions as per Part-I tender.
- (b) Rates should be quoted in Indian Rupees only.
- (c) The rates quoted shall be based on the Part-II of tender and shall be firm and binding without any **Escalation** whatsoever till the entire Contract period.
- (d) For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in the original and duplicate, the lower of the two rates will be considered for arriving at the total amount for that item.

4. Pre-Bid Meeting (If any): To be held in 5th floor Conference room, Premises Department, Mumbai

5. Opening of Tender:

As per SOT (Schedule of Tender) mentioned in the Tender.

6. The contractor is advised to visit the site before quoting their rates to assess the quantum of work as per the detailed scope of work as stated in this contract. The entire work shall be carried out as per the specifications as mentioned in the tender scope of work and as directed by the Engineer in-Charge of the Bank. The specifications mentioned in this Contract are final & binding to the Contractor to perform the work under this contract. However, unless otherwise stated, the specifications, methodology for execution of any items of work etc. as given by relevant IS will form the guide & shall be binding on the Contractor to execute the work accordingly under this contract.

7. Payment to the contractor shall be made against the amount of work done at site only after raising the demand by the Contractor. The value of works for interim certificates of payment is specified in the appendix hereto. If the contractor fails to perform the work as specified in the Contract, the Bank, at his discretion will encash the Performance Bank Guarantee if any, indicated in the tender and terminate the contract without assigning any reason and any further reference to the contractor. Bank's decision in this regard will be final and binding on the contractor and the contractor will not have any claim in this regard whatsoever it may be.

8. Validity of Tender:

The Tender along with the prices shall remain valid initially for a period of **90 days** from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

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

the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

10. (i) Earnest Money Deposit (EMD) during contract period:

- (a) Intending tenderers shall pay an Earnest Money Deposit (EMD) a sum of **₹39,980/- through NEFT/DD**
- (b) Under no circumstances Earnest money deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or Cheque/DD.
- (c) The Earnest Money Deposit (EMD) **₹39,980/-** paid by the successful tenderer shall be released after virtual completion of the work.
- (d) The Earnest Money Deposit (EMD) furnished by the tenderers at the time of submission of tender will be returned thereafter to all the tenderers except the successful tenderer.

10 (ii) Security Deposit / Retention Money Deposit during contract period:

In addition to the Earnest Money Deposit, and as further security for the due fulfilment of the contract by the Contractor, 5% of the value of the work done shall be deducted by the Bank from each payment to be made to the Contractor towards Retention Money which is referred to as Security Deposit. further the security deposit i.e. retention money shall be released by the Bank after satisfactory rectification of the defects pointed out during the Defects Liability Period of 12 months from the date of virtual completion of the work. The amounts retained by the Bank shall not bear any interest.

11. Signing of contract Agreement:

- (i) **The General instructions to the tenderers and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.**
- (ii) **The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. The Contractor shall acquaint himself/themselves to each page of the tender documents.**
- (iii) **On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within Ten Days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement **and the Schedule of Conditions**. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.**

12. All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from the **Security Deposit, if the amount so permits and the Contractor shall, unless such deposit has become**

otherwise payable, within **ten days** after such deduction make good in cash the amount so deducted.

13. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may cause **The Chief General Manager, Premises Department of the Bank or any other representatives nominated by the Bank**, to serve a notice in writing on the Contractor, rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank without prejudice to his other remedies against the Contractor.

14. The Contractor shall carry out all the work strictly in accordance with the details of the tender documents and instructions of the Bank's Engineer.

15. A Schedule of Probable Quantities in respect of each work and Specification accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

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

17. The rates quoted in the tender shall include all charges like for clearing of site before commencement as well as after completion, water charges, electric consumption charges for power, meters, scaffolding (single or double as the case may be), centering, staging, and pumping out water including fencing, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary plumbing and electric supply, protection of the publics and adjacent properties, safety of adjacent roads, streets, pavements, walls, houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding & staging etc. as occasion shall require or when ordered so to do and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

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

19. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.

Tenderers must quote their rates inclusive of Goods & Services Tax (GST), if applicable. No claim in respect of Goods & services Tax (GST) or any other tax, duty or levy whether existing or effected in future shall be entertained by the Bank.

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

21. 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 **10th day after written order to commence the work** is issued or site handed over to the contractor for taking up the work.

22. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the Conditions of Contract.

23. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other 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 incur liability for any sum besides the tender amount, subject to such variations as are provided for herein.

24. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer with the prior consent in writing of the Bank.

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

26. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications made by the Bank and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.

27. The successful tenderer should make his / her own arrangement to obtain all the materials required for the work to complete as required at site as directed by the Bank's Engineer-in-charge.

28. The contractor shall strictly comply with the provision of safety code contained in the tender form.

29. The security deposit of the successful tenderer will be forfeited, if he/she fails to comply with any of the conditions of the Contract.

30. The Contractor shall be deemed to have carefully examined the work and cited conditions including labour, the general and special conditions, the specifications, schedules and drainage and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he

will be given necessary information available with the department but without any guarantee about its accuracy.

31. If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he/she shall in good time, before submitting the tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing **before tendering**. Once a tender is submitted, the matter will be decided according to tender conditions, in the absence of such authentic pre-clarification.

32. The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more tenders at its own discretion and contractor will have to execute orders for part of the items placed with them at the quoted rate for various item. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the contractor shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self-supporting and relevant.

33. Errors, Omission and Descriptions:

In case of errors, omissions and/or disagreement between written & scaled dimensions on the drawings or between the drawings & specifications etc., the following order of preferences shall apply:

1. Between the written or shown description or dimensions in the drawings and the corresponding one in the specifications, the later shall be taken as correct.
2. Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the later shall be adopted.
3. In case of difference between the rates written in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.
4. Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.

34. In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to **The Chief General Manager- in-charge, Premises Department**, Reserve Bank of India, Mumbai, whose elucidation, elaboration, or decision shall be considered as authentic.

35. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

36. Contract to Provide everything necessary at his/her cost:

The contractor shall provide at his cost everything necessary for the proper execution of the work accordingly to the intent and meaning of the schedule of quantities and specification taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the schedule of quantities and the specifications, he/she immediately and in writing refer same to the Bank who shall decide which is to be followed.

37. The Contractor shall confirm to the provision of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Specifications that may be necessitated by so conforming give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within **ten days** receive such instructions, he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt as per contract provisions.

38. The Contract 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.

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

39. Setting out of works:

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

40. Materials and workmanship to confirm to descriptions:

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's 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.

41. Contractors' superintendence and representative on the works:

The contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiry of the "Defects Liability Period" stated in the appendix hereto. The Contractor shall also engage/employ a competent, qualified and experienced Engineer 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's Engineer to such representative shall be held responsible as given to the Contractor.

42. Dismissal of workmen:

The Contractor shall on instructions of the Bank's Engineer immediately dismiss from the works any person employed thereon by Contractor who may, in the opinion of the

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

43. Access to works:

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

44. Alterations, Additions, Omissions etc.:

No alterations, 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 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 and specification 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 by the Bank with the prior approval in writing of the Bank in accordance with the provisions of Clause mentioned here of, and the same shall be added to or deducted from the Contract Amount, as the case may be.

45. Schedule of Quantities:

The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 44 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's rates.

46. Sufficiency of Schedule of Quantities:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or 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.

47. Measurement of Works:

The Bank's Engineer 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 supervisor to assist the Assistant Manager (Tech) / Manager (Tech)/ Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer, or a person approved by the Bank shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements laid down in the relevant parts of **IS: 1200** unless otherwise specified in the tender specifications. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

All authorized extra works, omissions and all variations made with the Bank's knowledge, but subsequently sanctioned by the competent authority in writing (with the prior approval in writing of the Bank) shall be included in such measurements.

48. Prices for extras etc. ascertainment of:

No claim for an extra shall be allowed unless it shall have been executed hereof or by the authority of the Bank's Engineer with the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

48a (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.

48b. 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) thereof.

48c. Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Bank.

48d. Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Bank's Engineer, the workman's name) and materials employed be delivered for verification to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

48e. It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the Contractors shall submit rates supported by rate analysis worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.

48f. 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 months of the completion of the Contract works.

49. The successful tenderer should make his own arrangement to obtain all materials required for the work. The successful tenderer is bound to purchase the required materials for which the "Basic Price" has been stipulated in item from the

dealer or supplier approved and selected by the Bank and at the rate approved by the Bank from time to time.

For items where Basic price of materials is stipulated, only the difference in the basic price including taxes and Actual Price including taxes will be considered and 15% contractor's overhead and profit will be allowed on such difference. The contractor will have to produce tax invoice bill for procurement of such materials.

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

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

51. Removal of Improper work:

The Bank's Engineer shall, during the progress of works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Bank's engineer are not in accordance with the Specifications or instructions of the Bank's engineer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials and workmanship not in accordance with the drawings and specifications or instructions, and the Contractor shall forthwith carry out such order, the Bank shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Bank /Bank's engineer shall be borne by the Contractor, or may be deducted by the Bank from any money due, or that may become due to the Contractor

52. Defects after virtual completion:

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable times as shall be specified therein, be amended and made good by the Contractor, at his own and in case of default the Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Bank's Engineer' Certificate in writing, from any money due or 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's Engineer equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank's Engineer as defined in the tender, 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 tender. The

Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Bank.

53. Nominated Sub-Contractors:

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

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

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

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

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

54. Other persons employed by Bank:

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

55. Insurance in respect of damages to persons and property:

The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as

aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Bank, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Bank and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Bank before commencing the works.

The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Bank a policy of Insurance in the joint names of the Bank and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.

The minimum limit of the coverage under the policy shall be **Rs.2 lakhs** per person for any one accident or occurrence and **Rs.5 lakhs** in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Bank against all claims which may be made upon the Bank, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall be at his own expense effect and maintain until the Virtual Completion or the Contract with an Insurance Company approved by the Bank a policy of Insurance against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

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

The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The Contractor shall also indemnify and keep indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the Bank against Contractors in respect of such default, the Bank shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Bank and which are payable by the Contractor under this clause.

The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor

and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or gods destroyed or damaged.

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

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

56. 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's Engineer/Bank and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

57. Damage for non-completion:

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 58 hereof and the Bank's Engineer /Bank certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Bank the sum names in the Appendix as "Liquidated Damages" for the period during which the said Works so remain incomplete and the Bank may deduct such damages from any money due to the Contractor.

58. Delay and Extension of Time:

If in the opinion of the Bank's Engineer/Bank, the works have been 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 fault or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Bank or the Bank's Engineer/Bank and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's instruction as per Clause 2 of Section III in this tender or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades beyond the control of Contractor or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the bank's Engineer/Bank may certify as beyond the control of Contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer/Bank may with

previous approval in writing of the Bank, 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 immediately give written notice thereof to the Bank's Engineer/Bank, but the Contractor shall nevertheless constantly use his Endeavour's to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

If the Contractor needs an extension of time for the 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, 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) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Bank, the provision of liquidated damages as stated under Clause 57 will become applicable.

Further the contract shall remain in force even for the period beyond the due date of completion irrespective 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.

59. Failure by Contractor to comply with Bank's Engineer's/Bank's Instructions:

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

60. 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 insolvency resolution or 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 Resolution Professional or the Liquidator in such acts of insolvency or liquidation or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer/Bank that he is able to carry out and fulfil the contract and to give security therefore, if so required by the Bank's Engineer/Bank.

OR if the Contractor (when and 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 hand 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's Engineer/Bank shall clarify in writing to the Bank that the Contractor.

(i) Has abandoned the Contract for

(ii) Has failed to commence the works or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer/Bank notice to proceed for.

(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 from the Bank's Engineer/Architect written notice that the said Materials or work were condemned and rejected by the Bank's Engineer/Bank under these conditions, or

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

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer/Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer/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 of thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Bank and 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 Certificate of the Engineer shall be final and conclusive between the parties.

61. Termination of Contracts by Contractor:

If the payment of the amount payable by the Bank under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring

payment of the amount as aforesaid shall have been given by the Contractor to the Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank, through the Bank's Engineer and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

62. Certificate of Payments:

62a. The Contractor shall be paid by the Bank from time to time by instalments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Architect, work to the approximate value named in the Appendix as "Minimum Value of Works for Interim Certificates" (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with this contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the Appendix as "Total Retention Money" after which time Instalments shall up to the full value of the work subsequently so executed and fixed in the building. The Architect may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Architect at the expiry of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion of as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true interest and meaning hereof whichever shall last happen, provided always that the issue by the Bank/Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under Clause 47 nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

62b. The Bank shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

62c. The Bank may by any Certificate make any correction in any previous certificate which shall have been issued by him.

62d. No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

62e. Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificates".

63. Any amounts payable by the Bank to the Contractor in pursuance of any certificates given by the Bank's Engineer hereunder shall, if not paid, within the "Period of honouring certificates" named in the Appendix carry interest at the rate named in the Appendix as the "rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Bank until the payment.

64. Matter to be finally determined by the Bank:

The decision, opinion, direction, certificate of payment with respect of to all or any of the matters under Clauses 2,3 of Section III and Clauses 36, 37, 42, 44, 46, 47, 48, 53(a, b, c), 54 hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction. Certificate of valuation of the Bank or any refusal of the Bank to give any of the same, shall be subject to the right of Arbitration and review under Clause 65 hereof in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Bank.

65. Settlement of Disputes by Arbitration:

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank in this regard shall be final and without appeal. But if either the Contractor be dissatisfied on any matter, the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

The arbitrator or arbitrators, as the case may be, shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise their dispute 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 divided between the parties and/or 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 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 that the Contractor shall not delay the carrying out the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work 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. Bank

66. Right of Technical Scrutiny of Final Bill:

The Bank shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the Bank and the final bill of the Contractor including all supporting vouchers, abstracts etc. If as a result of this 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 from any payment due to the Contractor for this work or any other work or works being carried out by Contractors elsewhere under the RESERVE BANK OF INDIA.

67. Bank entitled to recover compensations paid to workman:

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

68. Abandonment of works:

If at any time after the acceptance of the tender, the Bank shall for any reasons whatsoever not require the whole or any part of the work 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.

69. Return of surplus materials:

Notwithstanding anything to the contrary contained in any or all the clause 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 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's Engineer having due regard to the condition of the materials, the price to be determined by the Bank's Engineer having due regard to the condition of the material, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by Contractor in respect thereof. In the event of breach of the aforesaid condition, the

Contract shall, in addition to being liable to action for contravention of the terms of licenses or permit and or criminal breach of trust, be liable to Bank for all moneys, advantages or profits resulting or which in the usual course would have resulted by reason of such breach.

70. 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 termination of the contract without incurring any liability for such termination.

71. Prevention of Sexual Harassment of women at work place:

The Contractor / Agency shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

- a. 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 and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.
- b. 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.
- c. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

72. Labour License from CLC: -

The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor shall maintain all registers/ documents at site as required by the authorities and should furnish the same to the Bank or its representative as and when required.

73. Non-Disclosure:

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

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

74. Contractors are advised to understand the scope of work and ensure availability of sufficient materials in advance to achieve the target within stipulated/scheduled time.

75. The Marginal Notes:

The Marginal Notes and in the catch liens hereto and in the annexure hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexure hereto. The Contractors will have to carry out and complete the said work in every respect in accordance with this contract.

75a. While taking up the work, the contractor shall ensure that least disturbance is caused to the occupants/visitors. The contractor may please note that the availability of space of work will depend upon different factors and they may not be able to get all the areas/flats at a stretch. The work has to be carried out in different areas / flats according to the availability of area and the rates quoted shall be valid for the same. 75b. The staircase, the common area and the surrounding area of the buildings in which work is taken up shall be cleaned at the end of the day's work by the contractor to the entire satisfaction of Bank's Engineer/occupant.

76. One sample shall be taken up first for work and once the materials and detailing are approved by the Bank, then the contractor shall organize the works as per the approved sample work and complete the entire work as per completion time period mentioned in the Appendix. While quoting the rate, the contractor shall take into account all the above points.

77. The arrangement and cost of water and electricity required for the work shall be done by the contractor at their cost. However, the Bank may consider allowing the contractor to take the water and electric from the premises at one place for these purposes but in this case, contractor must arrange for suitable length electric wire/extension board with a cut out.

78. The work shall be carried at all heights as per requirement and the rate quoted shall be inclusive of the same. The rates shall also be inclusive of cleaning of the surrounding area of buildings after completion of work.

79. The contractor shall engage one **technical supervisor exclusively for this tender work at site throughout the progress of the work** till the virtual completion of the same with the following details:

a) The supervisor shall be authorized by the contractor to execute all the works related to site works which includes receiving verbal/ telephonic / written orders from the Bank with date, execution of extra / variation items with proper prior written approval from the Bank as specified in the relevant tender clauses.

b) Supervisor shall be provided with a mobile phone with SIM card and shall act as the authorized representative of the contractor for all the purposes: like taking day to day measurements, available at site for taking joint measurements with Bank's Engineer, attending to the Banks' Officials during their visit to the site for inspection of the work, signing the site order books & measurement books etc. as per the Bank's norms.

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
3. The intending tenderer can obtain any clarifications regarding the e-tender drawings, specifications etc. if any from the Central Office, Reserve Bank of India Premises Department, Mumbai on any Bank's working day.
4. Wherever the basic rate for the material is specified, the contractor should furnish to the Bank for verification of the entire paid bill. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. 15% profit shall be considered on the cost difference. The basic prices are ex-goodown and are exclusive of GST, excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.
5. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, are appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
6. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. Failure to comply with these instructions can result in rejection of the work.
7. The tenderer should note the e-tender drawings and other documents describing each item in the schedule is only indicative in nature and cannot be taken as complete in detail and finishes. Being e-tender for interior works if any which calls for workmanship and finish including use of good quality materials of high standard, it is expected that the tenderer should understand the intent of the e-tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards in keeping with the function for which the furniture is intended. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor. The contractor's claim for not providing in his e-tender for such materials, workmanship and finish cannot be entertained. 9. The successful contractor shall make sure that they protect their materials and hand them over in good shape to the Bank satisfactorily. At the time of handing over any damages, scratches, dents, or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.
10. The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc., make the surface good after grouting etc.
11. **The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the premises including their part of the work.**
12. The contractors also have to subject themselves to the security restrictions imposed by the Bank.

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

Place

Signature of Contractor

Date

Name & address of Contractor

Safety Code

1. The contractor shall provide necessary face masks, globes and other necessary protective coverings to his workers as advised by the government to contain spread of COVID-19 during pandemic.
2. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place by the Contractors.
3. An injured person shall be taken to a public hospital without loss of time by the Contractor, in cases where the injury necessitates hospitalisation.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
5. No portable single ladder shall be over 8 meters in length, the width between the side rails not 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.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials (such as asphalt, cement, mortar or concrete, lime mortar, cleaning materials, paints & primer etc.) shall be provided with protective footwear, rubber hand-gloves, etc.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. All the workers shall wear helmet & safety belts while working at site.
13. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
15. This is an occupied premises and access to site will be provided based on convenience of the Bank.

Place:

Signature of Contractor with Seal

Name & Address

Date:

Telephone / Mobile No.

FIRE SAFETY CODE

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

Place:

Signature of the tenderer:

Date:

Address:

Appendix Hereinbefore Referred To

Sr. No.	Reference to Condition hereinbefore referred to	Bank's Terms
1.	Defects Liability Period:	12 months.
2.	Period of Final Measurement	Three Months from the date of Virtual Completion.
3.	Date of Commencement	10 th day from date of work order.
4.	Date of Completion	Forty-five days from the 10 th day of issue of workorder.
5.	Liquidated Damages	₹714/- per day subject to a maximum of 10% of the accepted tender amount
6.	Minimum Value of Works for Interim Certificates	₹10.00 lakh only
7.	EMD	₹39,980/- to be deposited all bidder through NEFT / DD
8.	Retention Money Deposit	5% from Each Bill
9	Performance Bank guarantee (PBG)	5% from Contract amount
10.	Security Deposit	Total Retention Money and Performance Bank Guarantee
11	Instalment to be paid after Virtual completion of the work.	Performance Bank Guarantee (PBG)
12.	Instalment to be paid after Completion of Defect Liability	Total Retention Money
13.	Period of honouring Certificates of Payments	One month for interim bills & three months for final bill.
14.	Interest for delayed payments	Three percent per annum subject to fulfilment of contract clauses.

7.Detailed Scope of Works

Section A - General

The scope of work covers execution and completion of the work of "**Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001.**" for the Reserve Bank of India in accordance with the specifications prepared by and under the direction and to the satisfaction of:

M/s. _____

Contract:

The form of contract shall be according to the printed form "Conditions of Contract". The following clauses shall be considered as an extension and not in limitations of obligation of the contractor.

Contractor to Include in his Rates:

The contractor shall include in his rates for all the items listed in this section.

1. Contractor to Inspect Site:

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

2. Access to Site:

The contractor is to include in his rates for forming access to the site.

3. Access for Inspection:

The contractor is to provide at all times during the progress of the works and the maintenance period proper means of access, with ladders, gangways etc. and the necessary attendance to move and adapt as directed for the inspection of measurement of the works by the Bank's Engineer or their representatives.

4. Gatekeeper and Watchman:

The contractor from the time of being placed in possession of the site must make arrangements for watching, lighting and protecting the work, all materials, workmen and the public by day and night on all days including Sundays and holidays at his own cost.

5. Storage for Materials:

The Contractor shall provide their own for all necessary arrangements for storage and protection of all the materials required for the work including tools and equipment's which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open. However, Bank will provide space for storing the materials under proper arrangements by the contractor.

All such areas shall be cleared away and the whole area left in good order on completion of the contract to the satisfaction of the Bank's Engineer.

6. Cost of Transportation:

The Contractor shall allow in his cost for all transporting, unloading, stacking and storing of supplies of good and materials for this work on the site and in the places approved from time to time by the Bank's Engineer.

The Contractor shall allow in his price for transport of all materials controlled or otherwise to the site.

7. Rates for Non-Tender Items:

Rates of items not included in Schedule of Quantities shall be settled by the Bank's Engineer as mentioned in the variation clause of the Contract Conditions.

8. To ascertain from Contractors for the other Trades:

The contractor shall ascertain from other Contractors as directed by the Bank all particulars relating to their work with regard to the order of its execution and the position in which chases, holes and similar items will be required, before the work is taken in hand as no claims for extras will be allowed for cutting away work already executed in consequences of any neglect by the Contractors to ascertain these particulars beforehand

9. Testing of Work & Material:

The Contractor shall arrange to test all the materials to be used on work and works or portions of works at his cost in order to prove their soundness and efficiency if required by the Bank. Before sending the samples of materials for testing the samples shall be sealed and signed jointly by the contractor and the representative from the Bank and each sample shall be given distinct identification mark. If after any such test, the work or portion of works is found to be defective or unsound in the opinion of the Bank, the contractor shall pull down & re-do such work at their own cost. The materials which are found not confirming to the relevant I.S. provisions after testing, shall be immediately removed the site by the Contractor.

10. Foreman and Tradesman:

All tradesmen shall be experienced men properly equipped with suitable tools for carrying out all the work of repair & re plastering and other specialist trades in a first class manner and where the Architects deem necessary, the Contractor shall provide any such tools, special or ordinary, which are considered necessary for carrying out of the work in a proper manner.

All such tradesman shall work under an experienced and properly trained supervisor, who shall be capable of reading and understanding all the works pertaining to this work and the contractor shall also comply with other conditions set out in the Conditions of the Contract.

11. Clearing of Site:

The Contractor shall after completion of the work clear the site of all debris and left-over materials at his own expense to the entire satisfaction of the employer and Municipal or other public authorities.

12. Preparation of Building for Occupation and Use on Completion:

The whole of the work shall be thoroughly inspected by the Contractors and all deficiencies and defects put right. On completion of such inspection, the Contractor shall inform the employer in writing that he has finished the work and it is ready for the Banks Engineers' inspection.

On completion, the contractor shall clean all windows and doors and all glass panes including cleaning of all floors, staircase and every part of the building including oiling of all hardware. He will leave the entire building neat and clean to the satisfaction of the employer.

13. Vouchers:

The Contractor shall furnish the employers with vouchers on request, to prove that the materials are as specified and to indicate the rates at which the materials are purchased in order to work out the rate analysis of the non-tender items which he may be called upon to carry out thereafter.

14. Protection:

The contractor shall properly cover up and protect all work throughout the duration of work until completion, particularly masonry/finish, mouldings, steps terrazzo or special floor finishes, staircases and balustrades, doors and windows frames, plaster angles, lighting and sanitary fittings, glass, paint work and all finishing.

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

Place:

Signature of Contractor

Date:

Name and address of firm (with seal)

List of Material of approved brands to be used in the work

Materials and works:	
1.	Materials shall be of the best approved quality obtainable and they shall comply with the respective specification.
2.	Samples of all materials shall be got approved before placing an order and the approved sample shall be deposited with the Bank's Engineer.
3.	It shall be obligatory for the Contractor to furnish certificate, if demanded by the Bank's Engineer, from manufacturer or the material supplier that the work has been carried out by using their materials and as per their recommendations.
4.	<p>Unless otherwise mentioned in the Schedule of Quantities or Special Conditions, the quality of materials, workmanship dimensions etc. shall be as specified herein under.</p> <p>(a) Cement:</p> <p>Cement shall comply in every respect with the requirements of OPC /PPC.</p> <p>Care should be taken to see that each bag contains full quantity of cement. When part bag is required, cement shall be taken by weight or measured in measuring boxes.</p> <p>No other make of cement but that approved by the Bank Engineer will be allowed on works.</p> <p>Cement ordered for retesting shall not be used for any work pending results of retests.</p> <p>Cement shall be stored in weatherproof shed with raised wooden plank, flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e. first received being first used. Cement deteriorated and/or clotted shall not be used on work but shall be removed at once from the site.</p>
5	<p>(b) Cement Mortar:</p> <p>Cement Mortar shall be of proportions specified for each type of work in the schedule of quantities. It shall comprise of Portland cement and sand. Measuring cement and sand to the proportions specified and sufficient water then be added to it to form thick slurry. The slurry thus obtained shall then be added to dry cement and sand mixture and thoroughly mixed to make a workable homogeneous mortar of uniform colour by adding more water if necessary. Mechanical mixers shall generally be used for mixing such mortars. If hand mixing is allowed it shall be done on pucca platform.</p>
6	<p>(c) Sand:</p> <p>Sand shall conform to IS 383 and relevant portion of IS 515. It shall pass through a IS sieve 4.75 mm (3/16 BS) test sieve leaving a residue not more than 5%. It shall be from natural source crushed stone screenings, if allowed, chemically inert, clean, sharp, hard, durable, well graded and free from dust, clay, shale large pebbles, salt, organic matter, loam mica or other deleterious matter.</p> <p>The fine aggregate for concrete shall be graded within limits as specified in IS 383 and the Fineness Modulus may range between 2.60 to 3.20.</p>

	The fine aggregate shall be stacked carefully on a clean hard dry surface so that it will not get mixed up with deleterious foreign materials, if such a surface is not available a platform of planks of corrugated iron sheets or brick floor or a thin layer of lean concrete shall be prepared.
7	(d) Coarse Aggregate:
	Shall consist of crushed or broken stone 95% of which shall be retained on 4.75 mm IS test sieve. It shall be obtained from crushing Granite, Quartzite, Trap, Basalt or similar approved stones from approved quarry and shall conform to IS 383 and IS 515.
	Coarse aggregate shall be chemically inert when mixed with cement and shall be cubical in shape and free from soft, friable, thin porous, laminated or flaky pieces. It shall be free from dust and any other foreign matter.
	Gravel/ Shingle of desired grading may be permitted as a substitute in part or full in plain cement concrete if the Architect is otherwise satisfied about the quality of aggregate. For all RCC works the size of coarse aggregate shall be 20 mm and down gauge.
8	Mode of Measurement
	The measurements shall be in accordance with the relevant parts of IS: 1200 (Parts 1 to 28) unless otherwise specified.

Note:

1. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material or engaging any of the specialized agencies. The Contractor shall make a detailed submitted with catalogues and highlighted proposed specifications, as well as full details of the works executed by the specialized agency, as specified.
2. In case of non-availability of the brand specified in the contract the Contractor shall approach Engineer- in charge to acquiring alternate equivalent brand of the material subject to submission of documentary evidence of non - availability of the specified brand. No claim on this account shall be entertained.
3. Wherever applicable only I.S.I. approved first class materials are to be used. In other cases, where I.S.I. specifications/certifications are not available, superior range quality materials are to be used and all the products got approved by the Bank/Interior Designer.
4. **All equipment's and facilities for carrying out field test / laboratory test to be carried out on materials as desired by the Bank shall be provided by the tenderers without any extra cost.**

Place:

Date:

Signature and seal of tenderer with full address

List of materials of approved brand/manufacturer

Note: The Bank reserves the right to select any of material /brand from the following list.

S.N.	Materials	Manufacturer/ brand name
1	Tiles	Bharath flooring(STILAN) or Jhonson or kajaria equivalent approved make
2.	Cement	ACC, BIRLA, L&T, JK, LAFARGE, AMBUJA, ULTRATECH
3	SBR polymer	Fosroc, Pidilite, or approved equivalent brand

E-tenders comprising duly filled in Part I (Techno-Commercial Bid) and Part II (Price Bid) of the tender should be uploaded in MSTC website under RBI Portal for the work of **Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001** not later than **14.00 Hrs on 28.11.2023**.

1. The Bank discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition, it shall be addressed as a special remark. The condition(s), if any, will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Bank will be intimated to the tenderers.
2. Part I (Techno-Commercial Bid) of the tender shall be opened at **15:00 Hrs on 28.11.2023 (On approval)** and Part II (Price Bid) of the tender shall be opened on a subsequent date, after scrutiny of Part I tender, which shall be communicated to the qualified bidders.
3. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
4. Digital Signatures may be used to submit the tender in token of his / their acquainted himself / themselves with the General Conditions of Contract, Specifications and Special Conditions etc as laid down.
5. If any of the document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
6. The vendors shall pay the transaction fee vide the procedures listed in '**Guidelines for e-procurement**'.
7. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

8. The firm shall comply with all the requirements related to labour laws, minimum wage prescribed by the Government etc. and all rules and regulations etc. of the Government. Rates quoted by the firm should comply with the minimum wages prescribed by the Government from time to time.
9. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money Deposit will be refunded to the bidder, if his / their tender is not accepted by the Bank, but without any interest. Under no circumstance Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
10. Earnest Money deposited by the successful tenderers shall be refunded after virtual completion of the work.
11. The security deposit i.e. retention money 5% from each bill shall be released by the Bank after satisfactory rectification of the defects pointed out during the Defects Liability Period of 12 months from the date of virtual completion of the work. The amounts retained by the Bank shall not bear any interest.
12. The successful tenderer shall indemnify the Employer against all risk by obtaining and keeping in force / currency throughout the Contract Period, necessary Insurance Policies of appropriate value including Contractors All Risk Policy, Workmen Compensation Policy, and third-Party Liability Policy etc. from an Insurance Company. Reserve Bank of India shall appear as first party in the insurance policies.
13. On receipt of intimation from the Bank of acceptance of his / their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof the successful bidder shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
14. In addition to the Security Deposit, as a further security for the due fulfilment of the contract by the Contractor, 5% of the value of the work done will be deducted by the Employer from each payment to be made to the Contractors towards Retention Money. This Retention Money to be deducted plus Security Deposit will be termed as 'Total Security Deposit'. On the Bank's Engineers issuing a certificate of Virtual Completion of the works, Security Deposit will be released and balance of Total Security Deposit, i.e. Retention Money, will be released by the Employer after successful completion of the Defect Liability Period including rectification of the defects observed during the Defects Liability Period. The amounts retained by the Employer shall not bear any interest

15. The Contractor shall carry out all the works strictly in accordance with specifications in the tender.
16. A schedule of probable quantities in respect of each work and specifications accompany these documents. The schedule of probable quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank.
17. The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
18. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of work if the quantities of any of the items of work exceeds by more than 25 % of the tender quantities, the quantities of such items executed, by the authority of Bank's Engineer, in excess of 25% of the tender quantity shall be considered as an extra item of work for which the contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractors overheads and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustments due to increase or decrease in prices of materials and labour rates as per escalation formula, if any given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the Bank, the contractor shall not be entitled to any claim on this account
19. Time allowed for carrying out the work is Forty-five days which shall be strictly observed by the tenderer and it shall be reckoned from the tenth day of 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 at the rate of ₹714 per day subject to a maximum of 10% of the accepted tender amount as liquidated damages.
20. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled building materials for construction purpose or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
21. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.

The Employer will issue schedule of Instructions in respect of such additional items and their quantities in writing.

22. The successful tenderer must co-operate with other contractor(s) appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Engineer.
23. Any defect or fault which may appear during 12 months from the date of virtual completion of work / or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects / faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.
24. Time is the essence of the contract. The entire work is to be completed within a period of Forty-five Days. The Contractor is advised to visit the site and get himself fully acquainted with the general and local site conditions, handling, storage etc. prior to quoting the tender. The material required for the work will have to be delivered and executed at the Bank's Central Office Building, Fort, Mumbai.
25. Wherever the basic rate for the material is specified, the contractor should furnish to the Bank for verification of all the paid bills. The purchased rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. Wherever basic rates are stipulated for the items in the tender, no profit will be paid/deducted on account of difference in the rates. However, all the basic rates shall be of exclusive of all taxes viz. excise duty, octroi, GST and all other taxes by local authorities/ Government. The rate quoted shall include transportation to site, sorting and handling, lifting etc.
26. The contractor should quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the tender.
27. Validity of quoted rates shall be 3 (three) months from the date of opening of Part I of tenders.
28. **INSURANCE in respect of damage to person and property:** The contractor shall be responsible for all injury to persons, animals, or things and for all damage to property which may arise from any factor omission on the part of the Contractor or any of their employees. The liability under this clause shall be held to include inter-alia, any damage to structures whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges 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 buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other in clemencies of weather. The contractor shall indemnify and keep indemnified the Employer and hold him harmless in

respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the Employer and the Contractor (the name of the former (RBI) 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 Employer before commencing the works. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain a "Workman Compensation Policy" until the completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former (RBI) being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be ₹2 lakh per person for any one accident or occurrence and ₹5 lakh in respect of damage to property for any one accident or occurrence, subject to an overall ceiling of ₹10 lakh.

The contractor shall also indemnify the employer against all claims which may be made upon the employer 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 an employee of the contractor or the subcontractor and shall be at his own expense effect and maintain until the completion of the contract with an insurance company approved by the employer a policy of insurance against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall indemnify the Employer against all risk by obtaining and keeping in force / currency throughout the Contract Period, necessary Insurance Policies of appropriate value.

The contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep indemnified the employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from. Without prejudice to the other rights of the employers against Contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensations costs, charges and other expenses paid by the employer 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 payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

29. The rates quoted in the tender shall include all charges before commencement as well as after completion, tools, equipment, (Water and electricity may be made available at the available sources within the Bank's Premises. However, conveying the same to required location(s) including required plumbing / electrical pipes / cables / wires, fittings / fixtures, switch board etc. shall be at the risk & cost of the contractor) and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank's Engineer.
30. The rates quoted shall be inclusive of duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. **Tenderers shall quote GST in the respective rows/columns of each item as per the MSTC portal. Tender will be treated as incomplete and liable for rejection if GST is not filled up properly. No correspondence in this regard in the form of letter, e-mail will be entertained after the close of online tender. The Bank is not responsible for payment of GST for the service rendered by the contractor.** It is the responsibility of the contractor to pay the GST to the tax authority. The contract value will also be subject to TDS / TCS / TDS under G.S.T / Withholding Tax / any other tax, as per statutes.
31. The Contractor must bear in mind that all the works shall be carried out strictly in accordance with the Specifications in compliance of the requirements of the local Municipal and State / Central Government authorities time to time and to the requirements of the Bank and no deviation on any account will be permitted unless otherwise they are given in writing by the Bank.
32. The successful tenderer should make his own arrangement to obtain all materials time to time required for the work.
33. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto. The contractor shall strictly follow the security rules and regulations as per the Bank's norms.
34. The work may be taken up in the phase manner due to convenience of staff and subject to availability of site. (The rates quoted shall be firm during the period of the contract and may be extended or terminated (before the specified period) subject to COVID situation). The work shall be carried out on Saturday / Sunday / Holiday, before / after office hours without any extra cost. The person deputed by the bidder should not suffer from any infection disease like Covid 19 and should be able bodies person.

35. The contractor / agency 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 and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.

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 Complaint Committee constituted by the Bank.

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 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.

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

36. Termination of Contract by the Employer: If the contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the 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 of him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfil the contract and to give security therefore, if so required by the Bank's Engineer. **Or** if the contractor (when and 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 Employer first-hand 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's Engineer shall clarify in writing to the Employer that the contractor-

- (i) Has abandoned the contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer 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 from the Employer's written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions, or
- (v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same. Then and in any of the said case the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workers 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 material and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and expense or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.
- (vi) Failure by the Bidder to meet deadlines for performance of services or failing to meet the standards required by the Bank in the performing of services.
- (vii) Change of ownership of the business of the Bidder.

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

36. Settlement of Disputes by Arbitration: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state 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 the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters 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 Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

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

Date:

Signature of tenderer with seal.

Place:

Name and Address:

8. Commercial Check List

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1	Validity	90 days from opening of e-Tender part-I	
2	EMD	₹39,980/-	
3	Terms of payment	As per clause 3.13 in Part I of the tender	
5	Guarantee Period	One year from date of Virtual Completion.	
6	Completion period	45 days from 10th day from date of letter of award of work.	
7	Liquidated damages	₹714/- per day subject to a maximum of 10% of the accepted tender amount	
8	Retention Money	5 % of the work value	
9	Insurance policies	As per part I of the tender	
10	Copy of Annexure 1 to 5	To uploaded with Part I of the tender	

Part II should not contain any terms and conditions but only priced for bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place :

Date :

Seal & Signature of Contractor

Annex and Appendix

Annex 1

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

Chief General Manager I/C,
Reserve Bank of India,
Premises Department,
Central Office, Mumbai-400 001

Dear Sir,

Name of Work : Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001.

Ref.: NIT/Advt.No. date

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 tenderer shall furnish a Bank Guarantee for a sum of ₹--,---/- (Rupees ___ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) ____, (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹ --,---/- (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 Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the 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 Tenderer 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 Tenderer.

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 Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).

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 up to _____ (four months from the last date of submission 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.
Authorized Official (with seal)

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

PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

Chief General Manager-i/c,
Reserve Bank of India,
Premises Department,
Central Office, Mumbai-400 001

Dear Sir,

Name of Work: Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001.

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding 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 Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of 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 Contractor 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 Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to (30 days beyond the work completion period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- 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) **2023** being herewith duly authorized.

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

Signature of authorized Bank Official Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Witness 2

Signature Signature

Name Name

Address Address

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,
Chief General Manager I/C,
Reserve Bank of India,
Premises Department,
Central Office, Mumbai-400 001

Dear Sir/Madam,

Name of Work: Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001.

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

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized.

Power of Attorney furnished by Contractor shall be irrevocable.

Proforma for providing input for NEFT Payment

i. RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

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

3A. Supplier's Code

3B. Supplier's PAN Number: #

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

Supplier's / Vendor's Complete Postal Address:

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

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

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

_____ **M** _____

6. Name of the Bank:

7. Bank (Branch) Postal Address:

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

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

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

Saving Bank Account	Cash Cr	edit Account:	Curr	ent Account:	
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11. Bank Account Number of the Supplier:

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark. We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

Date:

Supplier's Seal:

Authorized Signature of the Supplier:

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

Date:

Bank's Stamp

Authorized Signature of the Officer of the Bank.

Proforma for Indemnifying the Employer against Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To,
Chief General Manager I/C,
Reserve Bank of India,
Premises Department,
Central Office, Mumbai-400 001

Dear Sir/Madam

Name of Work: Providing and Laying Paver Tile at Entrance, Ground floor in Central Office Building, Reserve Bank of India, Mumbai - 400001.

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment. We also hereby fully indemnify and keep indemnified the Employer, i.e., Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

Authorized signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Providing and Laying Paver Tile at Entrance ,Ground floor, COB

(Unpriced) BILL OF QUANTITIES

Item no	Particulars of the work	Unit	Qty
1	DISMANTLING PAVER TILE :-Carefully dismantling the Paver tile including base mortar/concrete till RCC slab as per the site condition and making the surface good for laying waterproofing, P.C.C including proper line,level,...etc. The work includes stacking of serviceable material and disposing off the debris out of the Bank's premises on time to time basis.The work should be carried in phased manner as directed and least disturbance to the functioning of the Bank.	sqmt	570
2	SBR Polymer : Providing, mixing and applying bonding coat of approved adhesive on RCC as per specifications and direction of Engineer-In-charge complete in all respect. SBR Polymer (@10% of cement weight) modified cementitious bond coat @2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer .The work includes necessary cleaning the existing RCC surface with wire brusch, hacking and apply cement slurry using bonding polymer admixture of M/s. Fosroc or M/s. Pidilite or equivalent approved make for bonding old and new concrete as per manufacturer specification .	sqmt	570
3	PCC :Providing and laying average 50mm thick PCC 1:1.5:3 (1 part cement,1.5 part sand 3 part aggregates) machine mixed conforms to IS456 with fine aggregate and graded hard stone aggregate 12mm or downgrade nominal size at any level or any thickness, etc.The concrete should be laid in proper level,sloping and line to receive the paver tile.. The rate also includes compaction, curing, formwork, scaffolding,transportation, etc. all complete as directed.	cum	12
4	PAVER TILE : Providing and laying outdoor paver tiles of Stilan or equivalent premium quality of requisite size & thick of approved make in all colors and shades in for outdoor floors laid on 25mm thick base of cement mortar 1:3 (1 cement: 3 coarse sand) in all shapes & patterns.The gap is to be filled with proper matching color Joint filling as per manufacturer specifications. The rate quoted should be inclusive of tile cutting, wastages, transportation , loading and unloading, lifting of debris out of premises, curing including filling the edges with plain cement concrete on the edges with neat cement punning finish on the surface with matching color pigment, cleaning the area after completion of the work. (Basic Rate of paver tile is ₹1560/- per Sqmt without GST)	sqmt	570
	Sub Total		
	CGST 9%		
	CGST 9%		
	Total (Rupees)		

Amount in words _____