



**भारतीय रिज़र्व बैंक
बेलापुर**

निविदा आमंत्रण सूचना

भारतीय रिज़र्व बैंक, बेलापुर, खारघर स्थित आरबीआई अधिकारियों के आवासीय परिसर में स्थित ए, बी/सी और डी प्रकार के आवासीय फ्लैटों के ड्रेसर क्षेत्र के प्रवेश द्वार के किनारों पर स्व-चिपकने वाली विनाइल फिल्म (लकड़ी के वास्तुशिल्पीय फिनिश) लगाने के लिए केंद्रीय सार्वजनिक खरीद पोर्टल (सीपीपीपी) के माध्यम से ई-निविदा आमंत्रित करता है। विस्तृत निविदा सूचना सहित ई-निविदा सीपीपीपी पोर्टल <https://etenders.gov.in/eprocure/app> और आरबीआई की वेबसाइट <https://www.rbi.org.in> पर "निविदा" अनुभाग के अंतर्गत उपलब्ध है।

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

निविदा अनुसूची (एसओटी)

क. कार्य का नाम	आरबीआई अधिकारियों के आवासीय परिसर, खारघर में स्थित ए, बी/सी और डी प्रकार के आवासीय फ्लैटों में ड्रेसर क्षेत्र के प्रवेश द्वार के किनारों पर स्व-चिपकने वाली विनाइल फिल्म (लकड़ी की वास्तुकला संबंधी फिनिश) लगाना और उसकी फिटिंग करना।
ख. ई-निविदा सं	2026_RBI_287382_1
ग. निविदा का माध्यम	ई-खरीद प्रणाली (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली https://etenders.gov.in के माध्यम से)
घ. कार्य की अनुमानित लागत	₹25.76 लाख
ड. पार्टियों के डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	12 अगस्त 2026, शाम 5 बजे से
च. बोली-पूर्व बैठक की तिथि और समय (ऑफ़लाइन)	21 अगस्त 2026, अपराह्न 3:00 बजे दूसरी मंजिल, संपदा कक्ष, आरबीआई बेलापुर, एचएच निर्मलदेवी मार्ग, सेक्टर 10, सीबीडी बेलापुर.

छ. i) बयाना राशि	i) ₹51,520/- (केवल इक्यावन हजार पांच सौ बीस रुपये) एनईएफटी या बैंक गारंटी/डीडी के रूप में, भारतीय रिजर्व बैंक, बेलापुर के पक्ष में, भारतीय रिज़र्व बैंक, संपदा कक्ष, आरबीआई बेलापुर में भौतिक रूप से जमा किया जाना है। <u>NEFT details</u> Beneficiary Name: RBI Belapur Beneficiary A/c No: 186003001 IFSC: RBIS0NMPA01 (Fifth and Tenth characters in IFSC are Zero) कृपया हमें ईएमडी जमा करने का प्रमाण निम्नलिखित ईमेल आईडी पर भेजें: estatebelapur@rbi.org.in
ii) निविदा शुल्क	ii) कोई निविदा शुल्क नहीं
ज. ईएमडी जमा करने की अंतिम तिथि	2 सितंबर 2026 को या उससे पहले दोपहर 12:00 बजे तक
झ. ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि	12 अगस्त 2026, शाम 5:00 बजे
ण. तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा जमा करने की अंतिम तिथि	2 सितंबर 2026, दोपहर 12:00 बजे तक
त. प्रथम भाग (तकनीकी-व्यावसायिक बोली) खोलने की तिथि एवं समय	3 सितंबर 2026, दोपहर 12:00 बजे
द्वितीय भाग (मूल्य बोली) खोलने की तिथि एवं समय	यदि तकनीकी निविदा (भाग-1) खोलने के बाद कोई शर्त नहीं पाई जाती है, तो भाग-2 (मूल्य निविदा) उसी दिन खोली जाएगी। किसी भी शर्त के पाए जाने की स्थिति में, भाग-2 बाद में खोला जाएगा।

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

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

मुख्य महाप्रबंधक
बेलापुर



भारतीय रिज़र्व बैंक Reserve Bank of India
संपदा कक्ष, सीबीडी बेलपुर Estate Cell, CBD Belapur

Address: H.H Nirmala Devi Marg, Sector-10, C.B.D. Belapur Navi Mumbai, 400 614.

Phone: 022 27523136 Email: estatebelapur@rbi.org.in

e-TENDER FOR

Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar. (Tender No. 2026_RBI_287382_1)

Part I (Techno-Commercial Bid)

बोलीकर्ता का नाम/ Name of Bidder _____

पता/ Address: _____

Email Id: _____

Mobile No: _____

अनुमानित लागत / Estimated cost:	₹25.76 Lakh (Rupees Twenty Five Lakh Seventy Six Thousand only)
Date and time of e-Tender available for Downloading	From: August 12, 2026; 17:00Hrs
Date of Starting of e-Tender for submission of Bids at https://etenders.gov.in	From: August 12, 2026: 17:00Hrs
बोली पूर्व बैठक की तारीख Date, time, and venue of Pre-Bid meeting:	August 21, 2026; 15:00Hrs (Offline) Venue: Estate Cell, 2nd floor, Reserve Bank of India, H.H Nirmala Devi Marg, Sector-10, CBD Belapur, Navi Mumbai.
Last date of Submission of e-Tender	September 02, 2026; 12:00Hrs
Date of opening of e-Tender (Part I)	September 03, 2026; 12:00Hrs

DISCLAIMER

Reserve Bank of India, Belapur Office has prepared this document to give background information on **Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes)for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar** to the interested parties. While Reserve Bank of India has taken due care in preparation of the information contained herein and believes it to be accurate, neither Reserve Bank of India nor any of its authorities / agencies / concerned officers, employees/ agents / advisors give any warranty or make any representation, express or implied as to the completeness or accuracy of information contained in this document or any additional information which may be provided later in connection with the project.

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 RBI in submitting the Tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities /agencies / concerned officers / employees / agents / advisors.

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process to be applied with due notice. It also reserves the right to decline to discuss the matter further with any party expressing interest. In such scenario no reimbursement of cost of any type will be made to persons or entities expressing interest based on this document.

It is also clarified that all information in English shall prevail the information in Hindi in case of conflicting information.

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NOTICE INVITING e-TENDER

Place:

Date:

The Chief General Manager
Reserve Bank of India,
C.B.D. Belapur,
Navi Mumbai – 400614

Competitive e-tender is invited from Bank's Empanelled Vendors for the work of "Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar." The details are as under:

e-Tender no.	2026_RBI_287382_1
Name of the Work:	Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.
Location of project	RBI Officers' Residential Complex, Rain Tree Marg Sector-7 Kharghar , Navi Mumbai – 400614
Estimated Cost of the Work	₹25.76 Lakh (Rupees Twenty Five Lakh Seventy Six Thousand only)
Mode of Tender	e-Procurement System (Online Part I Techno-Commercial Bid and Part II - Price Bid) The tendering process will be done only through the e-Tendering portal of CPPP- https://etenders.gov.in . All interested bidders shall register themselves with CPP Portal through the above-mentioned website to participate in the tendering process.
Transaction Fee	Payment of Transaction Fee as mentioned in the CPP Portal
Date of NIT available to parties to download	August 12, 2026; 17:00Hrs.

Earnest Money Deposit (EMD)	Bidder has to deposit EMD for an amount equal 2% of the estimated cost of the work i.e.. ₹51,520/- EMD shall be paid by bidder in the form of an irrevocable Bank Guarantee (BG) issued by a scheduled bank in the Bank's standard proforma (which is available in the tender-form) or through Demand Draft in favor of 'Reserve Bank of India', payable at Mumbai or be remitted to Reserve Bank of India Account through NEFT. The account details for NEFT transactions are as under: Beneficiary Name: RBI Belapur Beneficiary A/c No: 186003001 IFSC: RBIS0NMPA01 (Fifth and Tenth characters in IFSC are Zero) Kindly mention your name/ company name in the NEFT Transaction remarks. The successful bidder is also advised to upload / send the proof (scanned copy) of remittance of EMD with transaction number to the following e-mail ID: estatebelapur@rbi.org.in
Performance Bank Guarantee (PBG)	Performance Bank Guarantee for an amount equal to 5% of contract value from a scheduled Bank shall be submitted by the successful tenderer before start of the work.
Retention Money Deposit (RMD) / Security Deposit (SD)	5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money Deposit.
Period of Completion	60 (Sixty) days from 14th day of Issue of Work Order.
Defect Liability Period (DLP)	12 (Twelve) Months from the date of virtual completion of work
The Last date & time of submission of Online Tender.	Up to 12:00 hrs. on September 02, 2026. Note: The Price Bid is to be submitted online only and physical submission of the same shall not be entertained and subject to disqualification of tenderer/s.
Date & time of Pre-Bid Meeting	August 21, 2026; 15:00Hrs

Date for opening of Eligibility documents / PQ Criteria, Part-I (i.e. Techno-Commercial Bid)	September 03, 2026 at 12:00 Hrs
Date & time for opening of Part-II (Price Bid).	If no conditions are found after opening of Technical Bid (Part-I) , then Part-II (Price bid) shall be opened on same day. In the event of any conditions Part-II shall be opent subsequently.
Bid Validity	Three (03) months from the date opening of Techno-commercial bid or further extensions mutually agreed

The intending tenderers must read the terms and conditions carefully. They should only submit their bid if they consider themselves eligible and are in possession of all the documents required.

1. The bid document consisting of plans, specifications, schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and down loaded from the Bank's websites [www.rbi.org.in/Scripts/BS ViewTenders.aspx](http://www.rbi.org.in/Scripts/BS_ViewTenders.aspx)

Or CPPP: <https://etenders.gov.in/eprocure/app>

2. Those tenderers who are not registered on CPP Portal as mentioned above, are required to get registered themselves. If needed they can be imparted training on online bidding process as per details available on the website.
3. On opening date, the tenderer can login and see the bid opening process.
4. Tenderer can upload documents **PDF** format.
5. Tenderer must ensure **to quote as per item rate**.
6. The eligibility (Technical) bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of shortlisted tenderers shall be uploaded on the website only and shall not be published in any Newspaper.
7. Pre-bid conference shall be held with the eligible and intending tenderers in the office of Reserve Bank of India, CBD, Belapur at **15:00 Hrs. on August 21, 2026 to clear the doubt of intending tenderers, if any. Tenderers should send by email all their queries, before pre-bid conference, latest by 17:00 Hrs.on the previous day of Pre-bid meeting i.e., August 20, 2026, to the office of Reserve Bank of India, (Email: estatebelapur@rbi.org.in)**. All modifications/ addendums/ corrigendum issued regarding this bidding process, shall be uploaded on website and CPPP only and shall not be published in any Newspaper.

8. The Bank reserves the right to reject any application without assigning any reason therefor and to restrict the list of qualified tenderers to any number deemed suitable by it, if too many bids are received satisfying the eligibility criteria.
9. After submission of the bid the agency can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
10. While submitting the revised bid, agency can revise the rate of one or more item/s any number of times (they need not re-enter rates for all the items) but within last date and time of submission of bid as notified.

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

The Chief General Manager
Reserve Bank of India
C.B.D. Belapur,
Navi Mumbai

Note: This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.

Important Instructions Regarding E-tender

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

Government eMarketplace - Central Public Procurement Portal
ePROCUREMENT for Central Public Sector Enterprises

07-Aug-2026 | Search | Active Tenders | Tenders by Closing Date | Corrigendum | Results of Tenders | Home | Contact US | SiteMap

India UK CETA flow has been enabled in this portal.

Welcome to eProcurement System
The eProcurement System enables the Tenderers to download the Tender Schedule free of cost and then submit the bids online through this portal.

Latest Tenders

Tender Title	Reference No	Closing Date	Bid Opening Date
1. Tender for Rate Contract for 01 (One) Year for procurement of 1/2 Inch. Isolation Ball Valve and 1/4 Inch. Appliance Ball Valve for CGD Network of all GAs of MNGL.	MNGL/CP/2026-27/89	21-Aug-2026 03:00 PM	24-Aug-2026 10:00 AM
2. PROVIDING SERVICES FOR...			

Latest Tenders updates every 15 mins. [More...](#)

Latest Corrigendums

Corrigendum Title	Reference No	Closing Date	Bid Opening Date
3. Bid Auto Extn Corrigendum	2600002357	14-Aug-2026 03:00 PM	15-Aug-2026 03:00 PM
4. Bid Auto Extn Corrigendum	CUGL/CandP/TEN2627/22	12-Aug-2026 03:00 PM	13-Aug-2026 03:00 PM
5. Addendum 03 for Revised BOQ	LKCC (02)-03	19-Aug-2026 03:00 PM	20-Aug-2026 03:00 PM
6. Addendum 03 along with the Replies to Pre-Bid Queries	LKCC (02)-03	19-Aug-2026 03:00 PM	20-Aug-2026 03:00 PM

Latest Corrigendum updates every 15 mins. [More...](#)

Certifying Agency

[Click here to Login](#)

Online Bidder Enrollment
Generate / Forgot Password?
Find My Nodal Officer

Search with ID/Title/Reference no

Tender Search
 [Go](#)

Advanced Search

[Help For Contractors](#)
[Information About DSC](#)
[Guidelines for Hassle Free Bid Submission](#)
[FAQ](#)
[Feedback](#)
[Bidders Manual Kit](#)

GePNIC
Simplified Procurement

india.gov.in
the national portal of India

GeM
Government e Marketplace

Government of India Central Public Procurement Portal

For any technical related queries please call at 24 x 7 Help Desk Number-
0120-4001 002;
0120-4001 005;
0120-4493395

email Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Contact person at RBI

- i) Shri Yogesh K. Fasate, AGM (Tech.-Civil), E-mail ID- ykfasate@rbi.org.in
Phone no: 022-69873025
- ii) Shri Nitin Dolare, Estate Cell, E-mail ID ndolare@rbi.org.in Phone no: 022-69873012
- iii) Smt. Rajani Joshi, AM Estate Cell, E-mail ID rajanijoshi@rbi.org.in Phone No: 022-6987 3031
- iv) Shri. Hemraj Walurkar, Asst. Manager (Tech.-Civil), hvwalurkar@rbi.org.in;
Phone: 022-69873126

Important Note

1. This is a limited tender enquiry. Only those bidders/vendors who are empanelled as vendors with RBI for such works given below under respective Civil category 25 to 50 lakhs are eligible to participate in this tender. Bidders are advised to check with RBI regarding their eligibility for this tender before participating.

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

Date: -

Place: -

Signature and seal of the Contractor

Name and address: Phone/Mobile: E-mail:

भाग-I/SECTION-I

कार्य का संक्षिप्त ब्योरा/BRIEF PARTICULARS OF THE WORK

**Project site at Primary Data Center, Reserve Bank Of India , Rain Tree Marg
Sector-7 Kharghar , Navi Mumbai - 400614**

Address	RBI Officers' Residential Complex, Rain Tree Marg Sector-7 Kharghar , Navi Mumbai - 400614
How to reach (for site visit)	Transport i. Nearest railway station - CBD Belapur ii. Road – Mumbai – Panvel Highway iii. Nearest Airport – Navi Mumbai International Airport

भाग II/Section II

निविदा फॉर्म/Form of Tender

Place:

Date:

To
Chief General Manager
Estate Cell,
Reserve Bank of India
CBD Belapur- 400 416

Madam/ Sir,

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

MEMORANDUM

NIT No / e-Tender no.	
Name of the Work:	Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

Estimated Cost of the Work	₹25.76 Lakh (Rupees Twenty Five Lakh Seventy Six Thousand only)
Earnest Money Deposit (EMD)	₹51,520/-
Performance Bank Guarantee (PBG)	Performance Bank Guarantee for an amount equal to 5% of contract value from a scheduled Bank
Retention Money Deposit (RMD) / Security Deposit (SD)	5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money.
Time allowed for completion of work	60 days from 14th day after the date of issue of work order.

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

3. A sum of ₹51,520/- mentioned as Earnest Money in Schedule 'E' of tender document is hereby forwarded/uploaded in the form specified therein. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period specified in Schedule 'F', I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified in Schedule 'F', I/We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance bank guarantee absolutely. The said Performance Bank Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

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

5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve

Bank of India before date of start of work, the Employer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.

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

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

8. Our bankers are (Name and full address)

(i)	
(ii)	

The names of partners of our firm are:

(i)	
(ii)	

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

Yours faithfully,

Signature of Tenderer with seal

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

Place:**Date:**

भाग-III /Section-III

कार्य का दायरा/ SCOPE OF WORK

1.1 Description of Work: Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

1.2 Brief description of work involved

The entrance to the dresser area of attached toilet finished with wooden architrave vinyl self adhesive film as per sample work carried out in T-1 / flat no 901 & T-6/ flat no.402 at RBI Officers' Residential Complex, Khargahar.

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

1.4 Various works covered in this specification shall include furnishing of all materials, labour, tools plants and equipment, transportation, fabrication, supervision and construction as per cleaning and handing over of finished works.

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

**Place :
Date:**

Signature and seal of bidder

भाग-IV/ Section IV

General Rules and Instructions to the bidders

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

	g. obstruction of any investigation or auditing of a procurement process. h. making false declaration or providing false information for participation in a tender process or to secure a contract; (ii) failed to disclose conflict of interest. (iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity. (iv) For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc. (v) If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. (vi) If the bidder fails to take up the works after the work order has been issued, subject to other conditions of this tender. Further if the work is taken up through empanelled vendor, following additional conditions shall also be governed: a) Fail to execute any awarded contract b) Is proved to be responsible for doing defective works. c) Persistently violates conditions of the contract. d) Is declared or is in the process of being declared bankrupt/insolvent wound up, dissolved or partitioned e) Violates labour laws and regulations.	
3	Documents Comprising Tender/ Bid	
	Part I: (Techno-Commercial Bid)	
	i)	Form of Tender/Bid
	ii)	Checklist, if any
	iii)	Power of Attorney (as per proforma annexed hereto) in favour of person signing the Bid
	iv)	E-Tender transaction fee shall be paid as specified in
	v)	Duly filled-in and signed tender document consisting of:
	a)	Entire Tender Document Section I to Section X

	b)	All formats towards pre-qualification/eligibility criteria etc annexed hereto duly filled in along with relevant documents.
	vi)	Integrity pact in the approved proforma annexed hereto, if applicable.
	Part II: (Price Bid)	
	Schedule of Quantities, duly filled-in online.	
4	Clarifications and pre-bid meeting	
	If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, specified in Schedule 'E' in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.	
	In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in Schedule 'E'. The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 5:00 PM on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.	
5	Amendment to Tender document	
	i)	At any time prior to the deadline for the submission of tender/bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment and will be uploaded on website
	ii)	The said amendment in the form of the addendum/ corrigendum will be made available on website of RBI to all the prospective bidders to whom the tender

		documents issued online and this communication will be in writing and same shall be binding on the bidders. The prospective bidders should promptly acknowledge receipt of the addendum/corrigendum by courier/e-mail to RBI. The addendum (s), if any, issued will form part of the contract document.
	iii)	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.
6	Item Rate Tender	
	The Bidder should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work, but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. Rates quoted shall remain firm for a variation upto '(+) 25%' of the specified quantities of each item in the Schedule of Quantities.	
7	Preparation of bid and Cost of bidding	
	i)	The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
	ii)	The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.
8	Format to be used	
	The bidder must fill up and submit only the tender forms/formats issued (online) by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to	

	tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection
9	Filling of Rates
i)	Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. In case of such discrepancy, the rate quoted in the words for particular item shall be considered. The amount for each item should be worked out and requisite totals should be given in the specified column.
ii)	In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the tender shall be considered incomplete and shall not be considered.
iii)	No advice of any change in rate or conditions after the opening of the tender will be entertained.
10	Earnest Money Deposit(EMD)/Bid security
i)	The successful bidder is required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount equal to 2% of the estimated cost of the work i.e. ₹51,520/-
ii)	The Earnest Money Deposit (EMD) paid by the successful bidder shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit. On submission of the Performance Bank Guarantee (PBG) as per Clause-1 of the GCC, the EMD shall be returned in due course.
iii)	Forfeiture of EMD: The EMD will be forfeited (i) if the vendor / contractor withdraws bid after opening of the Price Bid or (ii) if the vendor / contractor fails to commence the work after award within the prescribed time limit (iii) Violation of Integrity Pact
11	Signing of Bid, Power of Attorney
i)	Each of the tender documents should be digitally signed as per instruction of e-tender hereto by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Rules and Instructions to bidders including prequalification criteria, General Conditions of Contract,

		Specifications, Special Conditions and other terms and conditions etc. as laid down.
	ii)	The tender submitted online on behalf of a firm must be digitally signed as per instructions of e-tender, it must be digitally signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be uploaded along with the tender, or it must be digitally signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.
	iii)	Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto.
12	Modification / substitution / Withdrawal of Bids	
	i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
	ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
13	Bid Due Date	
	Bids should be submitted online as specified in instructions to e-Tender on or before the stipulated time and date as specified in Schedule 'E'. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.	
14	Late Bids	
	No bid will be received after the due date/last date and time specified for submission of bids in schedule 'E' or after the extended Bid due date, If any.	
15	Opening of Bids	
	Duly filled tender Part I, accompanied by EMD, prequalification criteria, technical details, literature etc., called Part I of the tender, will be opened on e-Tender mode on the time and date, at his office, by the tender inviting authority, or his authorized	

	representative in the presence of authorized representatives of the bidders who choose to be present. Duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents and prequalification criteria, only will be opened on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E' in presence of the authorized representatives of the qualified bidders.														
16	Bid Validity Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule of tender and Schedule 'E' from the date of opening of the Part-I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.														
17	Clarification & Evaluation of Bids RBI would subsequently examine and evaluate bids as below: <table> <tr> <td>i)</td><td>Duly filled tender, complying to all the requirements mentioned in this documents shall only be opened.</td></tr> <tr> <td>ii)</td><td>The price bids of unqualified bidders will not be opened and communication will be sent in this regard.</td></tr> <tr> <td>iii)</td><td>Rates quoted for each item shall be considered during verification/ scrutiny.</td></tr> <tr> <td>iv)</td><td>If the rates in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.</td></tr> <tr> <td>v)</td><td>Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.</td></tr> <tr> <td>vi)</td><td>To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.</td></tr> <tr> <td>vii)</td><td>In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected. Banks reserves the right to ask the bidder with lowest tender amount</td></tr> </table>	i)	Duly filled tender, complying to all the requirements mentioned in this documents shall only be opened.	ii)	The price bids of unqualified bidders will not be opened and communication will be sent in this regard.	iii)	Rates quoted for each item shall be considered during verification/ scrutiny.	iv)	If the rates in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.	v)	Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.	vi)	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.	vii)	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected. Banks reserves the right to ask the bidder with lowest tender amount
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		to furnish necessary guarantees in form of Bank guarantees, as may deem fit to the Employer for successful execution of these items.
	viii)	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
	ix)	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.
18	Acceptance of Tender and Award of Work	
	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract within 14 days from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently.	
19	Performance Guarantee	
	i)	The Contractor whose tender is accepted, will be required to furnish performance Bank guarantee of 5% (Five Percent) of the contract amount from a scheduled Bank in the proforma at Annex 3 OR amount equivalent to PBG through online mode (NEFT / RTGS) OR vendor shall furnish explicit written consent to RBI, Belapur to deduct amount equivalent to PBG to be withheld from the bills of the contractor before start of work at site .
	ii)	In case of delays in submission of unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

	iii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 2 months beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Bank Guarantee extended to cover such extended time for completion of work.
	iv)	Release of PBG: Will be released on issuance of completion certificate by the Bank. (i.e. Virtual Completion).
	v)	Forfeiture of PBG: In case of (i) non-commencement of work (ii) non-performance of contract obligations or fails to comply with any of the conditions of the contract and (iii) violation of Integrity Agreement / Pact by Bank under the provisions of the contract and (iv) in the event of contract being determined or rescinded under provision of any of the Clause/Condition of the agreement.
20	Retention Money/ Security Deposit	
	i)	Towards due fulfillment of the contract by the Contractor, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money. This amount (Retention Money) will be termed as Security Deposit . RBI will release the Security Deposit after rectification of the defects pointed out during the Defects Liability Period . The contractor can also deposit Bank Guarantee(BG) of equal amount, i.e 5% of value of the work done in lieu of deduction of the Retention Money. This BG shall be submitted on a date not beyond the date of submission of Interim/Final Bill. The amounts retained by the RBI shall not bear any interest.
	ii)	All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
	iii)	The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
21	Taxes/ Duties/ Levies	
	i)	Purchase tax, turnover tax, Excise duty or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same. Applicable Goods and Service tax (GST) is indicated in the price bid.

	ii)	Income Tax, TDS on GST or any other taxes levied by the Government shall be deducted as applicable and RBI will not entertain any claim whatsoever in respect of the same
	iii)	Goods and Service Tax, duties, levies and royalties levied by Central and State Governments or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same
22	Time for Completion of Work	
	Time allowed for carrying out the work as mentioned in the Schedule 'E' shall be strictly observed by the Contractor.	
23	Work Programme	
	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The bidder shall, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Engineer-In-Charge.	
24	Employer's right to accept or reject any or all the bids	
	Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.	
25	Building and Other Construction Workers (Regulation of Employment and conditions of Service) Central (Amendment) Rules, 2017 and Buildings & Other Construction Workers Welfare Cess Act 1996 (BOCWWC) are applicable for this work. The provision of both the Acts are applicable to the Bank wherever the cost of construction exceeds ₹10 lakh and on any day of the preceding 12 months, if 10 or more building or other construction workers are engaged/employed, in terms of Sec 1 (4) of the Act.	

26	Compliance to Office Memorandum issued by Department of Expenditure, Ministry of Finance, Government of India – Rule 144(xi), General Financial Rules (GFR), 2017 i) Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. ii) In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annex 11 / Section X iii) If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.
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I/We hereby declare that I/we have read and understood the above instructions.

Place

Signature and seal of bidder

Date

Section V

General Conditions of the Contract

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

			of India, CBD Belapur and shall include its assignees and successors
		iv)	RBI shall mean Reserve Bank of India having its Central Office at Shahid Bhagat Singh Road, Mumbai – 400001 and having its Regional Offices at various places.
		v)	Tender document shall mean document named as such issued/ uploaded by the Employer to the bidders for inviting Bids for the work.
		vi)	Day shall mean Calendar day
		vii)	Working day shall mean the days when Employer's office is working i.e. Days excluding Public holidays at MAHARASTRA, Saturdays and Sundays
		viii)	Month shall mean the calendar month
		ix)	Year shall mean the calendar year
		x)	Tenderer(s) / Bidder (s) shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.
		xi)	The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
		xii)	Sub-Contractor means the person or persons, firm or company engaged by the Contractor for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Employer
		xiii)	The Engineer-in-charge means the Engineer Officer employed and paid by the Employer and acting under the orders of the Employer who shall supervise and be in-charge of the work. Mgr.(Tech-Civil) /(AGM Tech-Civil)
		xiv)	Bank's Engineer / The Authorized representatives of Engineer-in-charge means the Engineer officers employed

			and paid by the Employer and acting under the orders of the Employer who shall supervise day to day execution of work under the direction and guidance of Engineer-in-Charge
		xv)	Contract Price or Contract Amount shall mean the total amount quoted in the Price Bid and as accepted by the Employer and indicated in the letter of award of work.
		xvi)	Contract Period shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Employer
		xvii)	Contract Agreement shall mean the agreement signed between the Contractor and the Employer for the execution of the Project.
		xviii)	Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be a written notice.
		xix)	Act of Insolvency shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
		xx)	Manufacturer refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
		xxi)	Contractor's Works or Manufacturer's Works shall mean and include the land and other places which are used by the CONTRACTOR / FABRICATOR or SUB-CONTRACTOR / SUB-FABRICATOR for the manufacture of "Equipment" or performing the "Works".

		xxii)	Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.
		xxiii)	Net Rate/Price – If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
Scope and performance	3	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.	
	4	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	
	5	The contractor shall be furnished, free of cost one certified copy of the contract documents except Indian standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.	

Works to be carried out	6.	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the drawings, Schedule of Quantities and Specification taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or amongst the drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Engineer-in-Charge who shall decide which is to be followed. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge may in his absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to: a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work. b) Any discrepancy in the drawings or amongst the Schedule of Quantities and/or drawings and/or specification.
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		c) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor. d) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications. e) The dismissal from the works of any persons employed by the contractor thereupon. f) The opening up for inspection of any work covered up. g) The amending and making good of any defects noticed and reported during Defect Liability Period. The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Engineer-in-Charge shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if the same is not approved/disapproved by the Engineer-in-charge in writing within a further period of seven days, such shall be deemed to be Employer's Instructions within the scope of the Contract.
Sufficiency of Tender	7	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
Discrepancies and Adjustment of Errors (order of preference)	8	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

	8.1	In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -	
		i)	Description/Nomenclature as per Schedule of Quantities.
		ii)	General / Particular Specification and Special Condition, if any.
		iv)	Architectural / structural Drawings.
		v)	Indian Standard Specifications of BIS
		vi)	National Building Code – 2016
		vii)	Manufacturer's specifications
		viii)	Sound Engineering Practices
		ix)	Decision of Engineer-in-Charge
		A reference made to any Indian Standard Specifications in this document, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to the last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.	
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the schedule 'F' shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.	
	8.3	If there is a discrepancy between actual scaled drawing and written dimension (or description) on a drawing, the latter shall be followed.	
	8.4	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with method of measurement specified in Section VI. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under clause 12 hereof shall be added to, or deducted from the Contract amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule	

		of rates. The above discrepancies in Schedule of Quantities shall not release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.	
Signing of Contract	9	The successful Tenderer, on acceptance of his tender by the Employer, shall, within 14 days from the date of issue of work award letter, sign the contract consisting of: -	
		i)	Articles of agreement in Bilingual on non-judicial stamp paper/s of appropriate values as per the latest stamp paper charges as declared under Article 63 of the Maharashtra Stamp Act, 1958 along with approximate stamp duty for indemnification as mentioned in agreement. The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Employer.
		ii)	the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
		No payment for the work done will be made unless contract is signed by the successful Tenderer. Thus, the first RA Bill shall not be accepted for making payment before signing off the Agreement in Bilingual Format.	

CLAUSES OF CONTRACT

	CLAUSE 1	
Performance Guarantee	i)	The contractor shall submit an irrevocable Performance Guarantee of 5% (five percent) of the Contract amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank. Performance Bank Guarantee (PBG) for an amount equal to 5% of the contract value or amount equivalent to PBG through online mode (NEFT / RTGS) shall be obtained from the contractor. or Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto.
	ii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 2 months. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Engineer-in-charge, the performance guarantee shall be returned to the contractor, without any interest.
	iii)	The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
	a)	Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

		b)	Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
		iv)	In the event of the contract being determined or expired due to efflux of time without successful completion of the scope of works or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
		CLAUSE 1 A	
Recovery of Security Deposit	i)	The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period.	
	ii)	All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.	
	iii)	In the event of the contract being determined or expired due to efflux of time without successful completion of the scope of works or rescinded under provision of any of the Clause/Condition of the agreement, the security deposit/RMD shall stand forfeited in full and shall be absolutely at the disposal of the Employer.	

CLAUSE 2		
Compensation for Delay		If the contractor fails to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the contract period or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as per the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of contract price of the work for every completed day (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.
		This will also apply to items or group of items for which a separate period of completion has been specified
	i)	Compensation at the rate as specified in schedule 'F' per week of delay for delay of work to be computed on per day basis, Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work or of the Contract price of the item or group of items of work for which a separate period of completion is originally given.
	ii)	The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer. In case, the contractor does not achieve a particular milestone mentioned in Schedule 'F', or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2 A (NOT APPLICABLE)		
Incentive for early completion		In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated as per clause 12.1), a bonus @ 1% (one per cent) of the contract amount per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the contract amount. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in Schedule 'F'.
CLAUSE 3		
When Contract can be Determined		Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
	i)	If the contractor has abandoned the contract
	ii)	If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-charge that the same were condemned and rejected by him under these conditions .
	iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-in-charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and

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

		any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Engineer-in-charge that he is able to carry out and fulfill the contract and to give security therefor, if so required by the Engineer-in-charge.
	x)	If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
	xi)	If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.
	xii)	If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

	xiii)	If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Employer shall have powers:
	a)	To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
	b)	After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any

		way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Engineer-in-charge shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall there upon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Engineer-in-charge shall be final and conclusive between the parties. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work, if resorted to by the Employer.
		In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A		
	a)	In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract.
	b)	If the payment of the amount payable by the Employer under Certificate of the Engineer-in-charge 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 Engineer-in-charge or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Engineer-in-charge and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause hereof.
	c)	In case contractor wants to close the contract, he shall give notice to the Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits :
	i)	If the Contract price of work is up to Rs. 50 lac: 15 days.
	ii)	If the Contract price of work exceeds Rs. 50 lac: 30 days.
	d)	If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of Contract price subject to maximum limit of Rs.1.00 lakh.

	CLAUSE 3B
Termination of Contract in case of death of Contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the Employer shall have the option of terminating the contract without any liability for such termination and compensation to the contractor.
	CLAUSE 4
Contractor liable to pay Compensation even if action not taken under Clause 3	In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge), all or any, tools, plant, materials and stores, in or upon the works, or the site there of belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5		
Time and Extension for Delay		The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely. The contractor shall prepare the shop drawings and obtain its approval from Engineer-in-Charge, shall procure samples of all the materials and get it approved from Engineer-in-Charge, shall get the mock up works / flats / furniture ready at factory and organize visit of Engineer-in-Charge to the factory for approval of mock-ups before going into large scale work / production.
		PROGRAMME CHART
	i)	The Contractor shall prepare a detailed work programme for the execution of work, showing clearly all activities from the start of work to completion, within 3 (three) days of award of the contract for approval to the Engineer-in- Charge.
	ii)	The programme should include the following:
	a)	Descriptive note explaining sequence of the various activities.
	b)	Network (PERT / CPM / BAR CHART).
	iii)	If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, on his instructions, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work.
	5.1	Contractor shall submit fortnight progress report to the Engineer-in-Charge depicting the target progress as per schedule approved by Engineer-in-Charge and achieved progress.
	5.2)	If the work(s) be delayed by:-

	i)	force majeure, or
	ii)	abnormally bad weather, or
	iii)	serious loss or damage by fire, or
	iv)	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
	v)	delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
	vi)	non-availability of stores, which are the responsibility of Employer to supply or
	vii)	non-availability or break down of tools and Plant to be supplied or supplied by Employer or
	viii)	any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.
		then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
	5.3)	Request for rescheduling of Mile stones and extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
	5.4)	In such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 2 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of

		time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.
	CLAUSE 6	
Measurements of Work Done (If contract value is less than Rs.10.00 lakh) (NOT APPLICABLE)	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.
	ii)	All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.
	iii)	All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
	iv)	If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

	v)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
	vi)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such standard is available, then a mutually agreed method shall be followed.
	vii)	The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	viii)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
CLAUSE 6A		
Computerized Measurement Book (If contract value is more than Rs.10.00 lakh)	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
	ii)	All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with

		its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks/test checks. The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Bank's records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Bank for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Bank and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
	iii)	All measurement of all items having financial value shall be entered in Measurement Book so that a complete record is obtained of all works performed under the contract.
	iv)	If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to

		countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.
	v)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels by the Engineer-in-Charge or his representative.
	vi)	In the case of items which are not covered by specifications, measurements shall be taken in accordance with the provisions in CPWD specifications, relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice in order of preference and if for any item no such standard is available, then a mutually agreed method shall be followed.
	vii)	The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	viii)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all

		provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
CLAUSE 7		
Payment on Interim Certificate to be Regarded as Advances	i)	The Contractor shall be paid by the Employer from time to time, by installments under Interim Certificates to be issued by the Engineer-in-Charge to the Contractor on account of the works executed as aforesaid in accordance with this contract, subject, however, to a retention of the percentage of such value named in the schedule 'F' as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the schedule 'F' as "Total Retention Money". The Engineer-in-charge may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Engineer-in-charge shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate, the sum of money named in the schedule as "Installment after Virtual Completion" being a part of the said Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Engineer-in-Charge at the expiry of the period referred to as "the Defects Liability Period" in clause 17 or as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Engineer-in-Charge of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under this contract nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Engineer-in-charge 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 Engineer-in-charge might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.
	a)	75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Engineer-in-charge, pending test checking of work and verification of detailed arithmetical accuracy by Employer.
	b)	The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
	c)	No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Completion Certificate.
	d)	The amount admissible shall be paid within the specified period of honouring certificates in the schedule 'F' after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the dismantled materials, if any and all required details/ documents. In case of delay in payment of Running Account bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.
	ii)	All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract
	iii)	Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
		CLAUSE7B

BOCW Act and BOCWWC Act		BOCW Act and BOCWWC Act - The Building and Other Construction Workers (R&E&CS) Act, 1996 (BOCW) extends to whole of India and meant to regulate the employment and conditions of service of building and other construction workers and to provide for their safety, health, and welfare measures and for other matters connected thereto or incidental thereto. While the Buildings & Other Construction Workers Welfare Cess Act 1996 (BOCWWC) provides for levy and collection of Cess on the cost of the construction incurred by the employers with a view to augmenting resources of the building and other construction workers welfare boards constituted under building and other construction workers Act 1996. The provision of both the Acts are applicable to the Bank wherever the cost of construction exceeds ₹10 lakh and on any day of the preceding 12 months, if 10 or more building or other construction workers are engaged/employed, in terms of Sec 1 (4) of the Act. Therefore, the successful bidder / contractor shall submit daily report for deployment of labourers / staff for execution of captioned work and ensure to submit / produce all relevant documents whatsoever is applicable, viz. labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, etc. to the Engineer-in-Charge and ensure strict compliance of the said act. The contractors shall produce monthly documentary evidence to the Bank regarding the payment of labour cess made by the contractor to the government. If at all as per the Law/ said Act, it is observed at any point that labour cess is not paid by the contractor / not payable as per the Law / said Act, then, since the amount towards labour cess has been considered by the Bank in the Bank estimated rates, therefore 1% of contract amount / bill amount will be deducted from the payments payable to the contractor to keep all the firms at par. The intended bidders / contractors are therefore, advised to consider the cost of Labour Cess while quoting their rates for this work.
		CLAUSE 8
Completion Certificate and	i)	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect

Completion Plans		the work if the work is found incomplete, the contractor shall be advised suitably .Further, in the completed work, if there is no defect , the Engineer-In-Charge shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
	ii)	The works shall not be considered as completed until the Engineer-in-charge has certified in writing that they have been completed. The Defects Liability Period shall commence from the date of such certificate.

CLAUSE 8A		
Contractor to Keep Site Clean		The splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.
CLAUSE 8B		
Completion Plans to be Submitted by the Contractor	i)	The contractor shall submit completion plan (as built drawing in AUTOCAD or any such approved software and one hard copy) for, structural drawings, water, sewerage and drainage line, Electrical, HVAC, Firefighting system works, etc. as applicable depending upon the scope of work within thirty days of the completion of the work.
	ii)	The contractor shall submit all the data and details as regards the work to enable the Employer to prepare the 'As built drawings' for layouts etc.
	iii)	The contractor shall also submit the operation and maintenance manuals and other technical literature/ warranty certificates provided by OEMs in respect of all the electrical/ electro-mechanical and electronic equipment/ systems etc.
	iv)	In case, the contractor fails to submit the completion plan as aforesaid, the Employer will not process its bills for payment till such time the completion plan is submitted.
CLAUSE 9		
Payment of Final Bill		The final bill shall be submitted by the contractor in the same manner as specified in interim bills within 3 (three) months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge

		whichever is earlier and in case of MSME vendors bills will be paid within 45 days from the date of receipt of the final bill. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge complete with account of materials wherever applicable.
	i)	If the Contract price of work is up to Rs. 50 lakh : 2 months
	ii)	If the Contract price of work is more than Rs.50 lakh : 3 months
		In case of delay in payment of final bills after prescribed time limit, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor found to be in order.
CLAUSE 9A		
Payment of Contractor's Bills through electronic means	i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format (2) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.
	ii)	Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.

	CLAUSE 10	
Materials to be provided by the Contractor	i)	The contractor shall, at his own expense, provide all materials, required for the works.
	ii)	The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The materials shall be selected from the list of approved makes of materials at Section VI and shall be in accordance with the requirements of IGBC rating system as specified in Schedule G. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. In case of non availability of make/brand specified in the list of approved makes of material at Section VIII and Section X and the Contractor submit the documentary evidence for the same to the satisfaction of Engineer-in-Charge, proposed materials shall be tested in accordance with specifications following the Indian Standard Codes of Bureau of Indian Standard and / or applicable code of material testing and specifications, and approval of the Engineer-in-Charge in such case shall be issued after receipt of satisfactory test results of materials satisfying the specifications and standards.
	iii)	The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be

		eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
	iv)	The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in- Charge or his authorized representative shall at all times have access to the works and to all workshops, factories or/ and other places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access for inspections and examination and test of the materials and workmanship. No person not authorized by the employer except the representatives of public authorities shall be allowed on the works at any time.
	v)	The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
Work to be Executed in Accordance with	CLAUSE 11	
	i)	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the

Specifications , Drawings, Orders etc.		specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.
	ii)	In the case of any class of work for which there is no such specifications as referred above, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
	iii)	The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.
Action in case Work not done as per Specifications	CLAUSE 11 A	
	i)	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which

		reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
	ii)	If it shall appear to the Engineer-in-charge or his authorized representatives or to the Superior Officers of the employer or the officers of the organization engaged by the Employer for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within Defects Liability Period stated in schedule 'F' or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below)after completion of the work, from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of him failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.
	iii)	In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any

		payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.
Deviations/ Variations Extent and Pricing	CLAUSE 12	
		The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The Engineer-in-Charge shall be the final authority to decide whether any item of work is extra/ deviation/ substitution item.
	12.1	The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract price sum being ordered, be extended, if requested by the contractor, as follows
		i) In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work (including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus

		ii)	25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
Deviation - Extra Items and Pricing	12.2	A)	Items that are completely new, and are in addition to the items contained in the contract
			Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Engineer-in-charge 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 Engineer-in-charge shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
			Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Engineer-in-charge, the workman's name) and materials employed be delivered for verification to the Engineer-in-charge or his representative at or before the end of the week following that in which the work has been executed.
			In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper rate

			analysis (CPWD method shall be followed as far as possible) worked on the “actual cost basis” plus 15% towards establishment charges, contractor’s overhead and profit and the Engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. Such items will not be eligible for escalation.
Deviation - Substituted Items and Pricing		B)	Items that are taken up with partial substitution or in lieu of items of work in the contract
			In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall, wherever possible, be derived out of the rates given in priced schedule of quantities in the manner as mentioned in the following para.
		a)	The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
		b)	The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (A) thereof.
		c)	If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference

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

			the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.			
	12.3		The prescribed time limits for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under:			
		i)	If the Contract price of work is up to Rs. 50 lac :	15 calender days.		
		ii)	If the Contract price of work exceeds Rs. 50 Lac:	45 calendar days.		
	12.4	The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorise consideration of such claims on merits.				
	12.5	Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.				
Foreclosure of contract due to Abandonment or Reduction in Scope of	CLAUSE 13					
	If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of					

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

	total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Employer as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Employer from the contractor under the terms of the contract. In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 3 months beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.	
Carrying out part work at risk & cost of contractor	CLAUSE 14	
	If contractor:	
	i)	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
	ii)	Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
	iii)	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
	The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either	

accrued or accrue thereafter to Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:	
a)	Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. The liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the Contract price of the work.	
In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.	
Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.	

	If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.	
	In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.	
Suspension of Work	CLAUSE 15	
	i)	The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
	a)	on account of any default on the part of the contractor or;
	b)	for proper execution of the works or part thereof for reasons other than the default of the contractor; or
	c)	for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in- Charge.
	ii)	If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
	a)	the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period

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

		idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.
Dismantled Material Employer's Property	CLAUSE 16	
	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Employer's property and such materials shall be disposed off as per the specific instructions in this regard or in absence of the same to the best advantage of Employer according to the instructions in writing issued by the Engineer-in-Charge.	
Contractor Liable for Damages, defects during defect liability period	CLAUSE 17	
	i)	If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage, settlement or other faults appear in the work within Defects Liability Period stated in schedule 'F' or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below) after a certificate final or otherwise of its completion shall have been given by the Engineer- in-Charge as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Engineer-in-Charge may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer-in-Charge's Certificate in writing, from any money due or may become due

		to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Engineer-in-Charge equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer. . The security deposit of the contractor shall not be refunded before the expiry of the Defect Liability Period after the issue of the certificate final or otherwise, as provided elsewhere.
	ii)	In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.
Setting out of works	Clause 18 The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within the Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer-in-Charge. The checking of any setting-out or of any line or level by the Engineer-in-charge or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully	

	protect and preserve all bench-marks, sight rails, pegs and other things used in setting out the works.	
All relevant Statutory Laws to be complied by the Contractor	CLAUSE 19	
	i)	The contractor shall comply with provisions of all relevant laws in connection with the work, as may be applicable viz. Contract Labour (R&A) Act, 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971, Minimum Wages (Central) Rules 1950, Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, ESI Act 1948, EPF Act 1952, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act 1996, Building and other Construction Workers Act 1996, or the modifications thereof or any other relevant laws and rules made thereunder from time to time etc. (Schedule I). All applicable labour licenses etc. shall be obtained by the Contractor before the commencement of the work and continue to have a valid license until the completion of the work.
	ii)	Any failure to fulfil these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
	iii)	The contractor shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
	iv)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
	v)	Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the

		consequences thereof in addition to any other penal provisions of this contract.
	vi)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
Payment of wages:	CLAUSE 19 A	
	i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
	iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	iv)	a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are

			not justified by their terms of the contract or non-observance of the Regulations.
		b)	Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.
	v)	The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.	
	vi)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.	
	vii)	The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.	
	CLAUSE 19 B		
	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.		
Ensuring Payment and Amenities to Workers if contractor fails	CLAUSE 19 C		
	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules framed by Government from time to time for the protection of health and sanitary arrangements for		

	workers employed by. Contractors, Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under subsection (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.	
	CLAUSE 19 D It shall be the responsibility of the contractor to see that the site under execution is not occupied by anybody unauthorizedly during the work and is handed over to the Engineer-in-Charge with vacant possession of the site with all works completed. If such site though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said site in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before execution and handing over.	
Authorities and Notices	CLAUSE 20	
	(i)	The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the

		variation proposed to be made and the reason for making it and apply for instructions thereon.
	(ii)	The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.
Work not to be sublet. Action in case of insolvency	CLAUSE 21 The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.	
Changes in firm's Constitution to be intimated	CLAUSE 22 Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works	

	hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.	
Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc.	CLAUSE 23	
	The contractor shall arrange at his own expense all materials (including consumables such as welding rods etc.), all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, steel scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.	
	CLAUSE 24	
Settlement of Disputes & Arbitration	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:	
	i)	The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as

		provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.
	ii)	All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.
	iii)	But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three person's names and forward to the contractor to select one among them as arbitrator. The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision. The arbitrator shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

		Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The place of Arbitration shall be as specified in Schedule 'F'.
Contractor to indemnify Employer against Patent Rights	CLAUSE 25	The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Nominated Sub-Contractors	CLAUSE 26	
	(i)	All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Engineer-in-charge are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.
	(ii)	No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into a Contract provided :
	a)	That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contract as the Contractor is under in respect of this contract.
	b)	That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
	c)	Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Engineer-in-charge's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Engineer-in-charge proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Engineer-in-charge and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor.
Withholding and lien in respect of	CLAUSE 27	
	i)	Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall

sum due from contractor		be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the RESERVE BANK OF INDIA pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.
	ii)	Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done

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

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

	ii)	The contractor shall be allowed to construct temporary wells in Employer's land for taking water for construction purposes only after he has got permission of the Engineer-in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work. He shall also be responsible for obtaining any permissions required in this connection from the statutory authorities at his own cost.
Insurance in respect of damages to Persons and Property	CLAUSE 31	
	(i) All insurance policies shall be in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) and shall be submitted to the Employer. ii) All policies shall be taken before commencement of work and shall be maintained valid without any gap till completion of work / completion of Defect Liability Period. iii) In case of non-renewal of policies, Employer has every right to stop the work OR Employer will take the policy and deduct such amount from the bills / any dues to the contractor.	
	a	Contractor's All Risk Policy: The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage

		caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer. This policy shall also cover risk due to earthquake AND FIRE. 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 minimum limit of the coverage under the policy shall be Rs.5 lakhs per person for any one accident or occurrence and Rs.10 lakhs in respect of damage to property for any one accident or occurrence.
	b	<u>Workmen Compensation Policy:</u> 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 until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the

		currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time till the end defect liability period. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.
	c	Policy covering accidents to staff, Engineers, supervisors and others who are not governed by Workmen's Compensation Act
		iv) The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused. The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom. Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.
Employment of Technical Staff and employees	CLAUSE 32	
	Contractor's Superintendence, Supervision, Technical Staff & Employees The following list of Technical Representative(s) to be deployed by the Contractor at site is indicative however the actual requirement shall be decided by the Engineer in Charge and the same shall be binding on the contractor.	

	Requirement of Technical Staff	Minimum experience (Years)	Designation of Technical Staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause.
	Qualification			
	Diploma Engineer (1no)	having experience of one similar nature of work	Site Supervisor	₹25000 per month
i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilment of the obligations under the contract until the expiry of the “Defects Liability Period” stated in schedule F. ii) The contractor shall provide and employ on the site only such supervisor as are skilled and experienced in their respective fields and competent to give proper supervision of the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. iii) The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes. iv) The contractor shall arrange for police verification of the staff and labours before commencement of the work at his own cost, if demanded by the Security officials. v) Home Department, Government of Maharashtra recently issued circular no. Sankirn 2025/Pra.Kra. 71/ videshi-2 regarding various measures to be taken to control the infiltration of Bangladeshi citizen. Therefore, contractor shall abide by such instruction issued by the government time to time and				

	arrange for police verification of their staffs and workers deployed for this work, well before the commencement of any of the work at his own cost.	
Levy/Taxes payable by Contractor	CLAUSE 33	
	i)	The quoted cost at the rate of percentage above/below/at par shall include all taxes including Goods and Service Tax (GST), levies, cess etc. Any such tax, cess etc. shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.
	ii)	If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.
	If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.	
Conditions for reimbursement of levy/taxes if levied after receipt of tenders	CLAUSE 34	
	i)	All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
	ii)	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and

		shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
	iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
Other Persons employed by Employer	CLAUSE 35	
	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.	
If relative working with the Employer then the contractor not allowed to tender	CLAUSE 36	
	The contractor shall not be permitted to tender for works in the office of the Employer responsible for award and execution of contracts in which his near relative is posted as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of the Employer. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer for any breach of this condition. NOTE: By the term “near relatives” is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.	

No Employee of the Employer to work as Contractor within one year of retirement	CLAUSE 37 No Technical or other officer or assistant (including Junior Engineer) employed with the Employer shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.
Compensation during warlike situations	CLAUSE 38 The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

	Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.
	CLAUSE 39
Direction and approval of Engineer-in-charge	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
	CLAUSE 40
Compensation	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
Non-Disclosure Pact	CLAUSE 41 The contractor shall not disclose directly or indirectly any information, materials and of the Employer's infrastructure/ system/equipment etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall

	be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.	
	CLAUSE 42	
Sexual harassment of women at work place	(i)	The Contractor /Agency shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of the women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint
	(ii)	The 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.
	(iii)	Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of the Regional Complaints Committee constituted by the Bank.
	(iv)	The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues
	(v)	The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
	CLAUSE 43	
BOCW Act and BOCWWC Act		BOCW Act and BOCWWC Act - The Building and Other Construction Workers (R&E&CS) Act, 1996 (BOCW) extends to whole of India and meant to regulate the employment and conditions of service of building and other construction workers and to provide for their safety,

		health, and welfare measures and for other matters connected thereto or incidental thereto. While the Buildings & Other Construction Workers Welfare Cess Act 1996 (BOCWWC) provides for levy and collection of Cess on the cost of the construction incurred by the employers with a view to augmenting resources of the building and other construction workers welfare boards constituted under building and other construction workers Act 1996. The provision of both the Acts are applicable to the Bank wherever the cost of construction exceeds ₹10 lakh and on any day of the preceding 12 months, if 10 or more building or other construction workers are engaged/employed, in terms of Sec 1 (4) of the Act. Accordingly, the successful bidder / contractor shall submit daily report per daily deployment of labour for execution of captioned work and ensure to produce / submit all documents whatever applicable viz. labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, etc. to the Engineer-in-Charge and ensure compliance of the said act.
	CLAUSE 44	
Rule 144(xi), General Financial Rules (GFR), 2017		Compliance to Office Memorandum issued by Department of Expenditure, Ministry of Finance, Government of India – Rule 144(xi), General Financial Rules (GFR), 2017.
	i)	Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.
	ii)	In this regard, Bidder shall submit a copy of Undertaking / Declaration /Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annex 9 .
	iii)	If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately

		terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.
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I/We hereby declare that I/we have read and understood the above instructions of General Conditions of Contracts. The same shall be binding upon me/us in case the work is entrusted to me.

Place
Date

Signature and Seal of bidder

Section VI

SPECIAL CONDITIONS OF CONTRACT

General	CLAUSE SC 1	
	i)	Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents forming part of this contract, wherever the context so requires.
	ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexures etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
	iii)	Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision(s) of the Special Conditions shall be deemed to over ride the provision(s) of the General conditions of Contract and clauses of contract provided as part therein, only of the extent that such repugnance or variations cannot and shall be to the extent that such repugnance or variance cannot be reconciled with the General Conditions of Contract.
	iv)	Wherever it is stated anywhere in this tender document that such and such supply is to be effected or such and such work is to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically stated.
	v)	The items given in Schedule of Quantities shall be read in conjunction with materials and job specifications and relevant drawings.
Responsibilities of contractor	CLAUSE SC 2	
	i)	The CONTRACTOR shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient and

		expeditious manner as per the time schedule, specifications, drawings and Renovation work aids equipment such as transportation equipment, tools and tackles as well as teasing appliances such as air compressors etc. and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.
	ii)	The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.
	iii)	All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
	iv)	It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, and other lifting tackles, tools and appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.
	v)	Preparing approaches and working area for the movement materials shall also be the responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability etc. to provide suitable allowances in his quotation.
	vi)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.
	vii)	Responsibility for obtaining all statutory approvals, if any related to the work lies with the CONTRACTOR.
	viii)	The CONTRACTOR shall provide drinking water, rest room facilities and other amenities at site for the contract workmen as per the statutory requirements at his own cost.

	ix)	CONTRACTOR shall take all steps to see that normal functioning of Public life/ Public traffic is not affected/obstructed while executing the work. Stacking of materials, excavated earth, equipment, tools and vehicles involved in movement of construction equipment or materials should not make any hindrance for the movement of other vehicles and people. CONTRACTOR shall also familiarize and comply with the permissible working time allowed by authorities for area under which the site falls.
	x)	CONTRACTOR shall obtain Police Clearance Certificate for the labours employed if required by the Bank's Security Policy.
	xi)	Wherever the 'basic rate' for the material is specified, the contractor shall furnish all the paid bills for Employer's verification. The purchase rate shall be got approved from the Engineer-in-charge before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of all applicable taxes and duties levied by Local authority / Government and excluding transportation to site, loading, unloading, storing and handling etc. The rate quoted for the items shall include transportation to site, loading, unloading, storing and handling etc.
Role of Employer	CLAUSE SC 3	
	The Employer (Chief General Manager, Reserve Bank of India) CBD Belapur shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.	
Green building requirements	CLAUSE SC 3A	
	The Contractor shall adopt the construction practices and materials in line with the requirements for obtaining highest green building rating from Indian Green Building Council (IGBC) / Green Rating for Integrated Habitat Assessment. Minimum requirements are specified at Section VII.	

	The Contractor shall strictly follow the instructions of Engineer-in-charge in this regard.	
Services	CLAUSE SC 3B	
	The Contractor shall take due and proper care during execution of work to protect Existing water/electric services from damage. In case, during the execution of work, the Contractor notices some services which require re-routing, the same shall be brought to the notice of the Engineer-in-charge. As per the instructions of Engineer-in-charge, further action for rerouting shall be undertaken. If the Contractor is advised by the Engineer-in-charge to carry out the required re-routing, the work shall be treated as Extra item of work and shall be dealt as per the relevant clause of GCC.	
	CLAUSE SC 4	
Inspection of Site	The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions as to the nature of the form and nature of the Site before submitting the tender. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit, the intending tenderer may contact the Employer.	
Services	CLAUSE SC 5	
	The Contractor shall take due and proper care during execution of work to protect Existing water/electric services from damage. In case, during the execution of work, the Contractor notices some services which require re-routing, the same shall be brought to the notice of the Engineer-in-charge. As per the instructions of Engineer-in-charge, further action for rerouting shall be undertaken. If the Contractor is advised by the Engineer-in-charge to carry out the required re-routing, the work shall be treated as Extra item of work and shall be dealt as per the relevant clause of GCC.	
Handing over of site	CLAUSE SC 6	
	i)	The Contractor shall be required to complete the following documentation with regard to the work within fourteen days from the date of award of work:

	a)	Signing of the agreement on adequate value of Non-Judicial stamp paper as per the approved format
	b)	Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule 'F'
	c)	Submission of the specified Bank Guarantees mentioned in Schedule 'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee
	d)	Obtaining and submitting the original Labour License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for obtaining the Labour License.
	e)	Submitting the details/ documents of the Contractor's site team as specified in relevant clause of General Conditions of Contract and schedule 'F' for obtaining approval of Engineer-in-charge
	f)	Submitting the detailed work programme as specified in the relevant clause of General Conditions of Contract for approval of the Engineer-in-charge
	ii)	After complying to the above documentation and other statutory requirements required to be complied by the Contractor before start of work, the Contractor shall be handed over the possession of the site. The scheduled date of commencement of work shall be reckoned from the fourteenth day of the date of award of work or the date of handing over the possession of site (if delay is due to any reasons beyond the contractor's control), whichever is later. However, any delay in handing over the possession of site to the Contractor on account of non-submission of the above documents/ details shall not be considered for extension of time
Drawings	CLAUSE SC 7	
	The CONTRACTOR shall keep one copy of all drawings on the works and the Architect or Employer or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the	

	CONTRACTOR he shall forthwith return to the EMPLOYER all drawings and specifications. Drawings accompanying the tender documents are indicative of the scope or work and issued for tendering purpose only. Detailed construction drawings on the basis of which actual execution of the work is to be proceeded will be furnished to the CONTRACTOR progressively based on the approved programme after the award of the work.	
Further drawings and Instructions	CLAUSE SC 8	
	The Engineer-in-Charge shall have full power and authority to supply drawings to the Contractor from time to time during the progress of the Works such further drawings for adequate execution and maintenance of the Works and the Contractor shall carry out and be bound by the same. Any further drawings or specifications that may be required by the Contractor for execution of the work shall be requested by him to Engineer-in-charge atleast 15 days in advance.	
Contractor's Barricades	CLAUSE SC 9	
	i)	Contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the working area including storage, etc.
	ii)	Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked with suitable red markers at night without any extra cost.
	iii)	The Contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution.
	iv)	The Contractor shall provide suitable construction safety nets, if applicable, to prevent damage to man / material at site without any extra cost
	v)	Full height barricading and separation of the work site from the remaining areas shall be ensured. Labourers are not permitted to the existing residential campus without specific approval from the Engineer-in-Charge or his staff.
	vi)	The Contractor at his own cost will have to put up proper and sufficient hoarding screen and fence during the time as may be

		necessary for safety and convenience of the staff/workers and maintain the same in good condition during work and where necessary cause such hoarding of fence to be well lighted during the night to prevent accidents. Contractor will have to make good without any extra payment, any damage done during the work. The contractors are requested in their own interest to inspect the site to assess the nature and quantum of work.
	vii)	The bidder shall acquaint with the security procedures prevailing at the above mentioned locations and they shall effectively liaison with the Banks Protocol and Security Officers, Security personnel deployed with the Building authorities with respect to the material and man movement. Security procedures may involves obtaining necessary Gate passes for man and material movement. The bidders shall also ascertain the extant location of these authorities to obtain necessary passes. No extra claim shall be entertained on the restriction imposed by these authorities.
		The work is required to be carried out at a leased premises, where Offices of great repute are working. Contractor shall be required to give his best possible co-operation to offer minimum of inconvenience to the occupants to the extent possible.
Site Facilities	CLAUSE SC 10	
	Contractor's site office CONTRACTOR shall arrange for storage space for keeping own tools/tackles and other materials for performance of work under this contract. A separate lockable covered storage space for storing materials for the work shall be created. Whereas space will be provided by the RBI free of cost, the construction of office, their safety and security including safety of materials for erection purpose as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.	
	Lighting The CONTRACTOR shall ensure that the entire site is provided with	

	adequate lighting at all times when the construction work is in progress. He shall also make additional arrangements for lighting for carrying out work at night, whenever required. All costs in this connection shall be borne by him.	
	Compressed Air The Contractor shall make his own arrangement for Portable compressors, pumps, temporary piping for compressed air, if required, for the work including all necessary accessories, fittings etc. at his own cost for cleaning, testing, flushing etc.	
Execution work Equipment	CLAUSE SC 11	
	The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate and appropriate equipment and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the requirements of the work so as to suit the construction schedule. No construction equipment shall be supplied by the Employer. Contractor shall assess the actual requirement based on the quantum and nature of work and arrange to provide the same to achieve the progress as per the approved work programme.	
Plant etc. to be exclusively for use on the works	CLAUSE SC 12	
	i)	All Plant, tools , equipment and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another or moving it outside the site for repairs) without the previous consent in writing of the Engineer-in-Charge which shall not be unreasonably withheld.
	ii)	Clearance of Site on Completion : On completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials
	CLAUSE SC 13	

Care of works/plant/equipment	From the commencement to the completion of the Works/Plant/Equipment, the Contractor shall take full responsibility for the care thereof and of Temporary Works and Constructional Plant and in case any damage loss or injury shall happen to the Works/Plant/Equipment or to any part thereof or to any Temporary Works or Constructional Plant from any cause whatsoever shall at his own cost repair and make good the same so that at completion the Works/Plant/Equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract. Finished Flooring shall be protected by suitable means while carrying out any civil/electrical work either internally or externally and no extra cost. Mixing mortar / concrete shall not be permitted on bare slab / waterproofing IPS / tiles and the same shall be done on steel plates / mixing tubs / G.I. Trays. Any damage done to the flooring / IPS shall be rectified by the Contractor at his own cost and which shall be in the form of replacing the total flooring. Temporary used materials (e.g. Cable, pipe, valve etc) shall not be used for permanent work. All the bought-out items supplied by the Contractor and billed to Employer shall be considered as Employer's Property and due care shall be taken for safety of these by the contractor till handing over of Project. Such materials shall not be used for temporary construction work. All splashes of mortar, paint chemicals etc shall be cleaned brought to the satisfaction of Engineer In Charge before the end of the day. Already constructed/finished areas shall be properly protected against damages/splashes during concrete. Any damage occurring to the already completed works shall be rectified at no extra cost to the Bank as per the satisfaction of Engineer In Charge. All glazing and aluminium members shall be sufficiently protected against any damages and against paint and mortar splashes at no extra cost.	
Quality assurance and Quality Control	CLAUSE SC 14	
	i)	The reports of the test shall be submitted to the Engineer-in-charge as and when the tests/ quality assurance & control checks are

		carried out as per the contract. The Engineer-in-charge, after evaluation of the results of tests may decide to either reject or accept the respective materials/ works etc. In case of rejection, the Contractor shall have to replace the defective material/ work at the earliest without any additional cost.
	ii)	In case the CONTRACTOR fails to follow the instructions of Engineer-in-charge in this regard, the Engineer-in-charge may suspend the work till such time the quality of the work is ensured. No compensation for delays on account of such suspension of work shall be considered.
Basic Price	CLAUSE SC 15	
	i)	For carrying out certain items of work, the tender provides for procurement of certain materials at “Basic Prices/ Basic Rates” as specified in the tender document.
	ii)	While quoting the rates, the tenderer should base their item rates at “the Basic Prices” wherever specified. The said prices are ex-Godown and are inclusive of excise duty, sales tax, octroi and all other taxes and duties levied by Government or any other statutory body. (ex-Godown referred here will be dealer’s Godown or Rail head within the Municipal or city limits or the city where the work is being done).
	iii)	The contractor shall obtain written approval from the Engineer-in-charge before procuring any material for which “Basic Price/ Basic Rate” is specified in the tender Document.
	iv)	Wherever the ‘basic rate’ for the material is specified, the contractor shall furnish all the paid bills for Employer’s verification. The purchase rate shall be got approved from the Engineer-in-charge before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of all applicable taxes and duties levied by Local authority / Government and excluding transportation to site, loading, unloading, storing and handling etc. The rate quoted for the items shall include transportation to site, loading, unloading, storing and handling etc.

	v)	The contractor shall submit copies of all tax paid vouchers (original tax paid vouchers shall be shown to the Engineer-in-charge for verification as and when required by him) for full quantity for all items to the Engineer-in-charge in support of their claim for adjustment in Basic Rates/Prices. In absence of these documents, his claim for adjustment in Basic rates/Prices shall not be considered.
Documents to be maintained at site	CLAUSE SC 16	
	a)	The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.
	b)	These documents shall be available for inspection by Employer's representative or Engineer-in-charge or his representative during his site visit at all reasonable times
	c)	After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the drawings issued to him for construction purpose to the Engineer-in-charge before submission of the Final bill.
Progress Monitoring by the Engineer-in-charge	Clause SC 17	
		The contractor shall submit his programme for approval of Engineer in-charge within 7 days from the date of award of work as specified in the relevant clause of the General Conditions of Contract.
		On the basis of the approved programme, the Engineer-in-charge shall monitor/ review the progress through site meetings on monthly interval or earlier, as and when required. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge
		For this purpose, the contractor shall prepare and submit a progress report indicating following:

		Progress for the previous month (duration under review) and the planning for the next month and materials received during the month (duration under review) and expected to be received during next month.
		The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Employer/ Engineer-in-charge.
		Statement of deployment of resources (men and machine) and variations, if any, from the planned schedule
		List of Variations / extra items if any carried out during the previous month(period under review)
Measurement, Billing and Terms of payment	CLAUSE SC 18	
	i)	The work shall be measured from time to time as provided in the General Conditions of Contract. The units of measurements shall be as defined in the specific item description in the Schedule of quantities. If for any item or part thereof, physical measurement is not practicable, measurements given in the execution drawings shall be adopted.
		(ii) As and when the Contractor feels that the gross value of work done after adjustment of the value of work already received in any previous bill and adjustment of advances, if any, has crossed the threshold value specified in the Schedule 'F' for Running Account Bill, he may raise a bill and submit to the Engineer-in-charge for payment. The bill shall invariably be accompanied with following documents:
	a)	The signed measurements, as specified in the General Conditions of Contract.
	b)	Test certificates/ reports of any material considered for the first time in the Contractor's bill
	c)	The progress reports of the concerned period
	d)	Checklist indicating validity of the labour license, all the Insurance Policies, PBGs

		e)	Documents evidencing the price of the materials (eg Tax paid vouchers etc.) considered in the bill where Basic Rate are mentioned, as applicable.
		f)	Delivery challans of the materials.
	ii)	The Engineer-in-charge reserves the right to refuse to accept the Running Account bill, if any of the document as above is not submitted along with the bill.	
	iii)	Once the bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.	
	iv)	After completion of work and completing all the contractual responsibility, the measurement sheets shall be signed jointly by the Contractor or his authorized representative and Engineer-in-charge or his authorized representatives. The Contractor shall then submit the Final bill to the Engineer-in-charge. The Final Bill shall necessarily be submitted along with the following documents:	
		a)	The signed measurements, as specified in the General Conditions of Contract.
		b)	The copy of last progress report, evidencing the completion of the work.
		c)	Test certificates/ reports of any material considered for the first time in the Contractor's bill
		d)	Checklist indicating validity of the labour license, all the Insurance Policies, PBGs
		f)	Documents evidencing the price of materials (eg Tax paid vouchers etc.) considered in the bill where Basic Rates are mentioned, as applicable.
		g)	Delivery challans for the materials
		i)	All the required documents of Guarantees/ warranties (eg Water proofing, anti termite treatment and electrical equipments etc as mentioned in the specifications of respective items)

	k)	"No claim" certificate by the Contractor except as included in the Final bill.
	l)	Completion plans/ drawings/ details as specified in the General Conditions of Contract
	v)	The Engineer-in-charge reserves the right to refuse to accept the Final bill, if any of the document, as above, is not submitted along with the bill.
	vi)	Once the Final bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates. No revised Final Bill shall be considered by the Employer.
	vii)	All statutory deductions shall be made from the payments due to the Contractor.
Clause SC 19		
Least disturbance to the office and other surroundings.		The tenderer may please note that the area involved for this work is, inside the RBI Officers' Residential Complex, Kharghar . As these buildings are in occupation the entire work shall be carried out without any inconveniences and least disturbance to the surrounding buildings. All the necessary arrangements shall be made to prevent dust, noise, debris etc. to the adjacent areas which is required to be cleared on day-to-day basis without any extra cost
Clause SC 20		
Other Conditions [to be complied with while working at site]	(i)	Contractor and / or any of their representative, labour etc. shall not encroach upon the other area adjoining the worksite.
	(ii)	All COVID related precaution and protocols shall be followed by the Contractor, their all representatives and labours etc.
Clause SC 21		
Business Continuity Plan Clause	(i)	"The Contractor shall, at its sole expense, develop, maintain, and implement a comprehensive Business Continuity Plan (BCP) and Disaster Recovery (DR) procedures, designed to ensure the continuous and uninterrupted provision of all services outlined in

		this Agreement. This BCP shall address, but not be limited to, disruptions arising from: Loss of Key Personnel: Including the proprietor's death, permanent incapacitation, or critical staff shortages. The plan must identify key roles, designate trained successors or deputies, and outline procedures for rapid replacement or interim management.
	(ii)	Loss or Damage to Facilities/Equipment: Procedures for managing disruptions due to damage to contractor's premises, equipment failure, or unavailability of essential resources (e.g., cleaning supplies, vehicles)
	(iii)	Natural Disasters and Other Emergencies: Plans for responding to fire, flood, earthquake, widespread illness, civil unrest, or other force majeure events impacting operations.
	(iv)	System or Communication Failure: Measures to ensure continuity if communication lines or essential IT systems fail
	Clause SC 22	
Clauses to Incorporate in Sole Proprietor Contracts:	(i)	Succession and Continuity Clause: "In the event of the proprietor's death or permanent incapacitation, the Contractor shall immediately notify the Employer. The contract shall include a pre-identified designated successor (e.g., a family member or key employee) who is legally authorized and capable of taking over the management and operations of the contract. The Contractor shall provide details of such successor, along with their consent and relevant legal documentation (e.g., Power of Attorney, partnership deed if transitioning to a firm) at the time of contract signing. This successor must agree to be bound by all terms and conditions of the contract. The Employer reserves the right to approve or reject the proposed successor based on their qualifications and experience."
	(ii)	Emergency Contact and Information Access: "The Contractor shall provide the Employer with emergency contact details of at least two key individuals (e.g., a senior supervisor and a family member authorized to act) who can be contacted in unforeseen

		circumstances, including the proprietor's death. Furthermore, the Contractor shall maintain a secure and accessible document outlining critical operational information, including staff details, payroll procedures, key supplier contacts, and emergency funds access, to facilitate a rapid takeover. This document's location and access protocol shall be shared with the Employer's designated point of contact."
	(iii)	Immediate Interim Management (Employer's Right): "In the event of the proprietor's death or incapacitation, and pending formal contractual arrangements with a successor, the Employer reserves the right to immediately take over the interim management of the housekeeping services, utilizing existing deployed staff and assets, to ensure continuity. The Contractor's estate shall cooperate fully in such interim arrangements, and any reasonable costs incurred by the Employer for such interim management shall be recoverable from the Contractor's outstanding dues or Performance Bank Guarantee."
	(iv)	Termination Clause for Proprietor's Death: "The Employer shall have the right to terminate this contract with immediate effect in the event of the proprietor's death or permanent incapacitation, without prejudice to any other rights or remedies available to the Employer under this contract or law. The Employer shall then have the right to appoint an alternate contractor to complete the remaining scope of work at the risk and cost of the original Contractor's estate."

I/We hereby declare that I/we have read and understood the above instructions of Special Conditions of Contract.

**Place
Date**

Signature of bidder

Section VII

SPECIAL SPECIFICATION OF WORKS

PREAMBLE:

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

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

The work in general shall be carried out as per the latest CPWD specifications 2019 Vol. 1&2.

Handbbok on Repairs & Rehabilitation of RCC Buildings.

For items not covered under any of the specifications mentioned in tender documents, the works shall be carried out as per BIS code/manufactures specifications/ General Engineering practice and/or as per direction of Engineer-in-Charge.

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

TECHNICAL SPECIFICATION OF WORKS

- A) The work in general shall be carried out as per the detailed /brief specification of BOQ following priority of the document.
- 1) Latest BIS code in practice or as per approval of Engineer-in- Charge.
 - 2) Detailed CPWD Specification -2019 Volume -I and II and available on website

Product Description

Self-Adhesive Polyvinyl film , Architectural Finishes (“the Product”) are decorative surface finishes for interior applications, available in over 900 designs. Self-Adhesive Polyvinyl film designs offer the warmth of wood grain, the sleek feel of metal, the cool essence of natural stone, pure color, and hundreds of other designs. The MT Matte Series has a new, state-of-the-art, matte surface, offering realistic textures and the appearance of natural materials and rich, solid colors.

Self-Adhesive Polyvinyl film products have a base film layer made with 80% post-consumer recycled polyester and a colored layer made with 20% scallop shell powder as bio-based filler. E-Series RC Recycled Content Film and select other Products have a liner with a base paper made from 40% recycled pulp and printed with ink containing 10% biomass-derived material.

Self-Adhesive Polyvinyl film Architectural Finishes are CE marked according to the Annex III of Regulation (EU) No 305/2011 and tested according to the EN 15102: 2007+A1:2011 Decorative Wall Covering. For performance characteristics please see the referring Declaration of Performance by comparing the listed design series with our product catalogue.

IMPORTANT NOTE

Self-Adhesive Polyvinyl film Architectural Finishes Installation Guide for additional information.

Featured Benefits of Self-Adhesive Polyvinyl film

- Interior Applications — Ideal for walls, columns, doors, cabinets, and more.
- Application Surfaces — Usable on metal, wood, interior glass, and complex curved (3D) surfaces.
- Easy Application — Self-Adhesive Polyvinyl film Adhesive technology virtually eliminates air bubbles, simplifying and speeding application (see Figure 1).

- Aesthetics — New Controlled Reflection Technology gives Premium Wood Series the realistic appearance and texture of natural wood. The controlled reflection of the matte coating technology is combined with both in and deep wood grain texture and high-quality printing (see Figure 2).
- Remodel and Reuse — Shortens refurbishment downtime and brings entirely new designs to existing assets.
- Expected performance life of 12 years for indoor, vertical applications

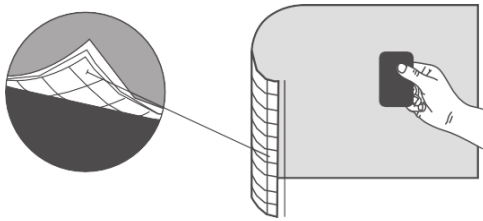


Figure 1: Self-Adhesive Polyvinyl film

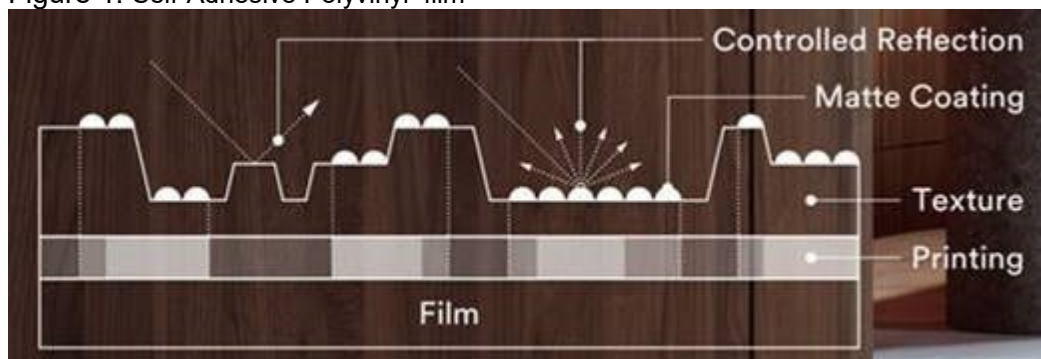


Figure 2: New Controlled Reflection Technology

Exposure Angle and Expected Performance Life

Climate Zones

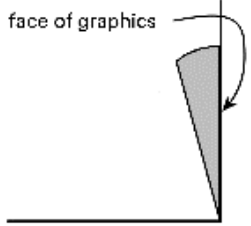
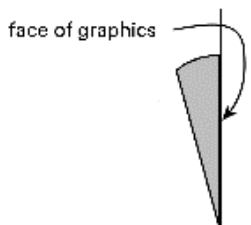
Graphic durability is largely determined by the climate and the angle of exposure. Find below a table showing the durability of a product according to the angle of exposure and the geographical location of the application.

Zone 1: Northern Europe, Italy (north of Rome), Russia

Zone 2: Mediterranean area without North Africa, South Africa

Zone 3: Gulf area, Africa

Exposure Type	Exposure Definition	Diagram	Expected Performance Life

Vertical interior** application	The face of the film is less than 10 degrees from vertical.		12 years		
Vertical outdoor exposure (only for films which have the outdoor recommendation)	The face of the film is less than 10 degrees from vertical.		5 years	4 years	3 years

Product Characteristics

The values in these tables are typical and are based on test data deemed reliable, but they are not warranted.

Characteristic		Value	
Material	Film	Vinyl (except E-Series RC Recycled Content Film* which is polyester)	
	Adhesive	Pressure-sensitive acrylic, permanent	
	Release Liner	Silicone-coated poly paper	
	Film + Adhesive	8 mils (200 microns) nominal, not including release liner. Some designs vary slightly in thickness due to embossing.	
Thickness		5mil (127micron); E-Series RC Recycled Content Film*, not including release liner	
	Release Liner	6.2 mils (157 microns)	
Adhesion		Substrate	Adhesion
FTM 1: 180° peel, substrate: see listed; cond: 24 h 23°C/50%RH		Veneer	4.9 N/25 mm
		Melamine Baked	
		Steel Sheet	30.4 N/25 mm
		PVC	44.1 N/25 mm
		Aluminium	29.1 N/25 mm
		Stainless Steel	
		Sheet	37.2 N/25 mm

		Acrylic Board 38.2 N/25 mm Mortar 3.9 N/25 mm
Maximum Roll Size	Standard DI- NOC™	48 in. by 164 ft. (1,220 mm by 50 m)
	WG-GN, VM, ET	48 in. by 82 ft. (1,220 mm by 25 m)
Maximum Weight		Approx. 55 lbs (25 kg) for a 164 ft. (50 m) roll

Product Performance

The values in these tables are typical and are based on test data deemed reliable, but they are not warranted.

Characteristic	Evaluation	Results
Dimensional Stability***	4 in. by 4 in. (100 mm by 100 mm) crosscut in film, after two days at room temperature	Largest gap: < 0.01 in. (0.3 mm)
Heat Resistance***	Aged at 150°F (66°C) for 28 days	No delamination or visible change
Thermal Cycle Resistance***	Cycled between -22°F and 150°F (-30°C and 66°C) for 12 days	No delamination or visible change
Moisture Resistance***	Aged at 104°F (40°C), 95% humidity for 30 days	No delamination or visible change
Cold Impact Resistance***	2 lbs (907g) weight dropped from a 5 in. (12.7 cm) height, at 32°F (0°C) using a Gardner Impact Tester	No cracks in film
Ultraviolet Light Exposure	Exposed to carbon arc accelerated UV light for 250 hours	No visible change

Wear Resistance	Taber® CS-17 Abrasion wheel: 1 kg (2.2 lbs) loading weight, 7,000 cycles	No wear-through of surface finish
Fire Resistance	Fire testing standards vary from region to region. For EN13501-1: 2019-05 see the Declaration of Performance or ask your local Self-Adhesive Polyvinyl film contact for support	Class B-s1, d0 See Declaration of Performance for the full list of compliant products
Industry-Specific Testing	IMO certification/USCG Type Approval, Marine Equipment Directive (MED) 2014/90/EU, DIN EN 45545-2:2016	Consult your Self-Adhesive Polyvinyl film representative

Stain Resistance

Contaminants were in contact with the film surface for 24 hours and then removed using water. Water with a mild detergent, or an isopropyl alcohol (IPA) solution may be used to help remove more difficult stains. Results may vary.

Contaminant	Results
Coffee	Removed with water
Tea	Removed with water and a mild detergent
Cola	Removed with water
Milk	Removed with water
Red Wine	Removed with water
Ketchup	Removed with water
Soy Sauce	Removed with water
Cooking Oil	Removed with water
Vinegar	Removed with water
Mustard	Removed with water

Contaminant	Results
Crayon	Removed with water and a mild detergent
Shoe Polish	Removed with an isopropyl alcohol solution
Betadine Iodine	Removed with water
Soap Solution (1%)	Removed with water
Ammonia Solution (10%)	Removed with water
Citrate Solution (10%)	Removed with water
Ethyl Alcohol Solution (50%)	Removed with water
Uric Acid	Removed with water

Resistance to Solvents

Film was applied to an aluminum plate, left for 24 or 72 hours, then immersed in the following chemicals:

classification	Solvent	Immersion Time	Immersion Testing Result
Water	Water	24 hours	No visible change
Acid	Hydrochloric Acid Solution (10%)	24 hours	No visible change
Base (Alkali)	Hydrogen Peroxide	72 hours	No visible change
	Sodium Hydroxide	24 hours	No visible change
Alcohol	Ethanol	24 hours	No visible change
	Isopropyl Alcohol	72 hours	No visible change
Ester	Ethyl Acetate	5 minutes	Deterioration observed
Ketone	Acetone	72 hours	Deterioration observed
	Methyl Ethyl Ketone	5 minutes	Deterioration observed
Aromatic	Toluene	5 minutes	Deterioration observed

Product Use

The user is solely responsible for evaluating and determining whether these 3M Products are suitable and appropriate for any particular use or manufacturing process in which they may be used.

Consider These Factors in Determining the Suitability of the Product

Understand the unique characteristics of these Products when determining whether they are suitable for any particular use. Refer to the Self-Adhesive Polyvinyl film Installation Guide for additional information.

1 Substrate texture affects Product adhesion and application ease.

- . Unless the substrate is very smooth, its texture may be visible through the Product
- . Compounds used to smooth a textured substrate permanently change that substrate
- . Product removal may damage the substrate or its finish

2 Application surface conditions affect film adhesion.

- . Ensure the existing paint, surface finish, or wall covering has an excellent bond to the substrate area where film will be applied
- . Repair, prime, and paint the substrate as needed
- . An adhesion promoter may be necessary to increase film adhesion

3 Human and environmental conditions to consider: Temperature and humidity in recommended range

- . Direct exposure to UV light (sunlight)
- . Heating or cooling ducts in close proximity
- . Unsealed substrates in front of water sources
- . People or equipment that will be in contact with the film

4 The film may contain a splice. The splice location is marked with a tab along the film edge. Installers must determine the impact of the splice and work around it to make the best use of the material layout.

Application

In addition to other 3M Bulletins specified in this document, the following Bulletins provide details that you may need to successfully apply Self-Adhesive Polyvinyl film Self-Adhesive Polyvinyl film for interior dry applications of Self-Adhesive Polyvinyl film Architectural Finishes Standard.

A significant decrease in durability may be experienced if films are exposed other than vertically. Such non-vertical application should be based on Self-Adhesive Polyvinyl film

test results and approval to determine acceptability. However, actual performance will be determined by substrate selection and preparation, exposure conditions and maintenance. When Self-Adhesive Polyvinyl film Architectural Finishes is used horizontally, for example on a counter, it can be exposed to abrasion which is greater than normal. This can lead to premature wear and/or damage to the film. In these cases, Self-Adhesive Polyvinyl film Architectural Finishes Abrasion Resistant Series is recommended. 3M does not recommend the use of an overlamine.

Factors Affecting Performance Life

The actual performance life of the Product is affected by:

- Selection, condition, and preparation of the application surface
- Application surface texture
- Application technique
- The angle and direction of sun exposure
- Environmental conditions
- Cleaning and maintenance methods

Horizontal Print Series

Self-Adhesive Polyvinyl film Architectural Finishes Fine Wood (FW) and Wood Grain (WG) Series include horizontal pattern options, which simplify the use of horizontal wood grains by changing the print direction. A product number ending in “H” indicates a horizontal grain direction. The following horizontal patterns have a corresponding vertical match.

Horizontal	Vertical
FW-606H	FW-1134
FW-607H	FW-1133
FW-608H	FW-1123
FW-609H	FW-1113
FW-1039H	FW-1124
FW-1040H	FW-1137
FW-1121H	FW-1022
FW-1130H	FW-1129
FW-1136H	FW-1135
FW-1139H	FW-1138
FW-1145H	FW-1143
WG-1392H	WG-2705

Considerations for Design Selection by Product Series

Use the following table to ensure a selected design can be successfully applied. See the Self-Adhesive Polyvinyl film Architectural Finishes Installation Guide for additional information. Contact 3M Technical Service for any additional product selection questions.

1. **Texture of Application Surface:** The application surface texture may be visible through the film. Apply the film to very smooth and clean application surfaces.
2. **Damage to Film Surface:** The film surface may be damaged during application. Apply film with a squeegee wrapped in a new soft cloth, or covered in 3M™ PTFE Film Tape 5480. This film is not recommended for high traffic areas.
3. **Lighting Environment After Application:** Small scratches, unevenness and double-cut (butt) seams may be visible on the surface due to the light illumination of the film, such as under down lighting or spot lights.
4. **× Do NOT use on 3D Compound Curved Surfaces:** Film will not conform around compound curves.
5. **✓ Use caution when applying to 3D compound.** Film may distort or not conform around compound curves.

Product Series	Texture of Application Surface ¹	Damage to Film Surface ²	Lighting Environment After Application ³	Do NOT use on 3D compound surfaces. ⁴	Use caution when applying to 3D compound surfaces. ⁵	Notes
PW Premium Wood/ DW Dry Wood Series		•			•	• Handle with care during installation to prevent damage to the film.
MT Matte Multiple Series		•	•		•	• Handle with care during installation to prevent damage to the film. • Carefully make double-cut seams with a

Product Series	Texture of Application Surface ¹	Damage to Film Surface ²	Lighting Environment After Application ³	Do NOT use on 3D compound surfaces. ⁴	Use caution when applying to 3D compound surfaces. ⁵	Notes
						sharp blade because the seam may be more noticeable for dark colors.
AE Mortar/Industrial						
AM Advanced Metallic	•		•	•		• Film may bubble if applied to plastic substrates that outgas. • Do NOT crease or dent the film during application. • Do NOT attempt to reposition the film during application. Doing so can cause the film to separate from the adhesive.
BW Entertainment	•	•	•		•	• Do NOT crease or dent the film during application.
CA Carbon	•	•				• Do NOT crease or dent the film during application.

Product Series	Texture of Application Surface ¹	Damage to Film Surface ²	Lighting Environment After Application ³	Do NOT use on 3D compound surfaces. ⁴	Use caution when applying to 3D compound surfaces. ⁵	Notes
CH Metallic Hairline	•					
CN Concrete						
ET Effect	•					
FA Multiple Series						
FE Metal Leaf/Textile					• FE-813	
FW Fine Wood						Some patterns are large scale, and may not match at the seams. View the full pattern width image at 3m.com/AMD .
FW-H Fine Wood WG-H Wood Grain Horizontal Patterns						See the Horizontal Print Series section.
HG High Gloss	•	•	•	•		• The film may bubble if applied to plastic substrates that outgas. • Do NOT crease or dent the film during application. • Do NOT stretch or attempt to reposition the

Product Series	Texture of Application Surface ¹	Damage to Film Surface ²	Lighting Environment After Application ³	Do NOT use on 3D compound surfaces. ⁴	Use caution when applying to 3D compound surfaces. ⁵	Notes
HS Mono Contrast LE Leather LW Entertainment						film during application. Doing so may deform, buckle, or ripple the film. • Double-cut seams will be visible on these glossy films.
		• HS-1657 HS-1658				
		• HS-1551 HS-1552	• HS-1171 HS-2703		• LE-1552	
						Do NOT crease or dent the film during application.
ME, PA Metallic Palette	• ME-2351 ME-2357 ME-2555 ME-2557	ME-2351 ME-2357 ME-2555 ME-2557 •	•			Alternate sheet direction at seams.
MW Metallic Wood	•	•				
NU Nuno/Textile					See notes for list of affected patterns. •	NU-1238, NU-1240, NU-1785, NU-1786, NU-1789, NU-1791, NU-1792
OM Optical Mesh						
PC Sand						

Product Series	Texture of Application Surface ¹	Damage to Film Surface ²	Lighting Environment After Application ³	Do NOT use on 3D compound surfaces. ⁴	Use caution when applying to 3D compound surfaces. ⁵	Notes
PS Single Color						PS-107, PS-110, PS-140, PS-292, PS-293, PS-294, PS-504, PS-668, PS-885, PS-948, PS-992, PS-1005, PS-1183
E-Series RC Recycled Content Film*	•	•	•	•		Includes PS-MTRC patterns
RT Aged Metal						
SE Abstract		•				
SI Silk			•			The texture of this pattern has a grain. Apply each sheet in the same direction and use a double-cut seam.
ST Stone						

Product Series	Texture of Application Surface ¹	Damage to Film Surface ²	Lighting Environment After Application ³	Do NOT use on 3D compound surfaces. ⁴	Use caution when applying to 3D compound surfaces. ⁵	Notes
SU Suede TE Advanced Metallic						
					•	
	•	•				• Film may bubble if applied to plastic substrates that outgas. • Do NOT crease or dent the film during application. • Do NOT attempt to reposition the film during application. Doing so can cause the film to separate from
VM Metallic						
WG Wood Grain						
Wiping Wood Grain WG-156 WG-157 WG-166 WG-1070 WG-1812						The film surface has a special treatment. • Do NOT use double-cut seams. • Use on applications with reveals or joint separations.
WG-GN Wood Grain Gloss	•	•	•			Avoid using abrasiv

Product Series	Texture of Application Surface ¹	Damage to Film Surface ²	Lighting Environment After Application ³	Do NOT use on 3D compound surfaces. ⁴	Use caution when applying to 3D compound surfaces. ⁵	Notes
						e cloths or organic solvents to clean.

Primer

If the surface energy of the substrate is low or on critical surfaces with sharp radius, primers should be used over the whole surface. For high surface energy substrates such as metal or paint the whole surface does not need to be primed.

Primer is recommended on all surface energy surfaces at 3M™ DI-NOC™ overlaps, underneath butt joints, ends, corners or edges, or around fixtures. It should also be used wherever 3M™ DI-NOC™ is stretched. Generally, on flat surfaces, where there are no surface energy issues, primer is not required.

See overview of primers below:

Primer	Substrate
Solvent based (Generally used on low surface energy substrate) Solvent primers are: Primer 94 (from 3M Automotive) or 3M™ VHB™ Tape Universal Primer UV	Calcium Silicate (with sealer coating) Plywood MDF board Gypsum board Aluminum Anodized Aluminium Stainless steel Painted or coated metals Films (including 3M™ DI-NOC™ films) PVC laminated steel Mortar (with sealer coating) Glass ABS Acrylic Polyester PETG Polypropylene Polycarbonate

Water based WP-2000 (Optional dilution with maximum 3 parts water) Primer is high in viscosity when used neat	Calcium Silicate (with sealer coating) Plywood MDF board Gypsum board Plaster board Aluminum Anodized Aluminium Stainless steel Films (including 3M™ DI-NOC™ films) Glass ABS Acrylic Polyester PETG Polypropylene Polycarbonate
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The use of primer on critical surfaces may promote adhesion to substrate. Verification of individual cases is necessary to find out which promoter is the best to use (all-over or partial).

Application and Removal Guidelines

The values in these tables are typical and are based on test data deemed reliable, but they are not warranted. See the Self-Adhesive Polyvinyl film Architectural Finishes Installation Guide for additional information.

Characteristic	Value
Application Surface Type	Smooth, hard, non-porous (sealed) material
Application Location	Interior
Application Temperature	54°F to 100°F (12°C to 38°C) air and application surface 54°F (12°C) for flat surfaces 61°F (16°C) for 2D curved surfaces

	64°F (18°C) for 3D curves and corrugations
Application Method	Dry application
High Humidity Environments	Products are not recommended for interior applications where condensation consistently occurs, or where large changes in humidity occur.
Product Removal	Heat at 176°F to 212°F (80°C to 100°C)

Adhesion Compatibility with Application Surfaces

The following table contains peel adhesion information for the Product peeled from various surfaces. A number of surfaces have acceptable adhesion without the use of an adhesion promoter. Examples of increased adhesion with adhesion promoters on certain surfaces are presented. Surfaces vary widely, so adhesion should be assessed on each substrate. Some surfaces are porous and must be sealed before application of Self-Adhesive Polyvinyl film to prevent outgassing of the surface over time.

Test specimens were applied to the substrate and conditioned at 68°F (20°C) for 48 hours, then peel tested at 180 degrees at a tensile speed of 12 in. (300 mm) per minute.

Substrate	Application Surface	Adhesion Promoter No Adhesion Promoter lbs./in. N/25 mm)	WP-2000 (water-based) lbs./in. (N/25 mm)	3M™ Tape Primer 94 (solvent-based) lbs./in. (N/25 mm)
Wood	MDF(w/Sealer)	• 2(8) ³	• 11(51)	• 4(18)
	Painted (MDF)	• 4(20)	• 12(52)	• 7(31)
Boards	Gypsum Board (w/ skim coat & sealer)	• 2(8)3	• 12(52)	• 4(19)
	Aluminum	• 11(47)	• 8(35)	• 11(47)
Metal	Anodized Aluminum	• 5(23)	• 11(48)	• 11(49)
	Stainless Steel	• 6(28)	• 13(56)	• 6(28)

Glass	Glass	• 6(28)	• 13(58)	• 6(28)
	ABS	• 6(28)	• 13(58)	• 10(44)
	Acrylic	• 5(22)	• 12(54)	• 10(43)
	Polyester (PETG)	• 7(29)	• 11(51)	• 10(45)
Plastics	Polypropylene	• 1(2)	• 4(17)	• 4(20)
	Polyethylene	• 1(3)	• 5(21)	• 1(3)
	Polycarbonate	• 6(28)	• 12(53)	• 10(44)
	DI-NOC™ Film	• 5(24)2	• 11(49)	• 9(42)

Processing Options

Processing of the Product is strictly on a user test-and-approve basis. The user is responsible for the results of all processing applications.

Printing

The Products are not designed for surface printing and have various surface textures. Printing is strictly on a user test-and-approve basis. No warranty is made for the quality or durability of a printed Product.

Cutting

Use of electronic cutting, weeding, and application tape with the Product is strictly on a user test-and-approve basis. Users should consider the following: (1) the type of liner used for the Product is NOT intended for electronic cutting, and (2) there is currently no recommended application tape that properly adheres to the face of the Product to hold cut shapes in place.

Shelf Life and Storage

Shelf Life

Apply the Product within two years of the date of manufacture. The storage conditions specified in this document must be maintained to preserve the full shelf life.

Storage Conditions

- 40°F to 90°F (4°C to 32°C)
- Away from direct sunlight and high humidity
- Clean, dry area
- Original container with end caps, in the plastic sleeve, stored horizontally, a maximum of six cartons high

- Bring the Product to room temperature before application

Cleaning and Maintenance

Regular cleaning helps maintain the appearance of the finish. Use mild detergent, water, and a soft cloth or sponge without abrasives. For difficult stains, spot clean with a solution of 70% isopropyl alcohol (IPA) and 30% water and a soft cloth. Avoid using strong solvents or detergents that are either highly alkaline (pH>11) or highly acidic (pH<3). Do NOT use ammonia, chlorine, strong organic based cleaning products, polishing or cleaning compounds, hard-bristle brushes, or electric polishing equipment. Use only clean, nick-free tools and wipe gently.

Problem	Solution
Dust and Grit	Wipe with a soft, damp cloth.
Soiled (but not gritty)	Use water and a soft cloth.
Heavily Soiled	Clean first using a solution of mild liquid detergent and water, then use clear water. Wipe gently with a soft cloth.
Difficult Stains	Spot clean with a solution of 70% IPA and 30% water.

Type of Surface Damage	Cause of Surface Damage	Method to Reduce Visibility
Mar	Dragging an item (such as a colored briefcase) across the film, leaving a deposit of color on the surface.	Rub with a soft cloth and warm soapy water to remove the mar.
Indentation	Pressing into the film surface without breaking the surface, such as pressure from a chair.	Carefully heat the indentation with a heat gun, which allows the film surface to rebound and reduce the indentation's visibility.
Scratch	Breaking the surface layer of film leaving a slightly jagged whitish mark on the surface, such as by dragging a sharp rivet from a purse.	Rub with a surface restorer such as 3M™ Marine Vinyl Cleaner & Restorer to reduce the visibility of scratches.
Gouge	Breaking through the entire film, such as from a severe impact from sharp chairs or carts.	Repair the film by cutting out the damaged film and replacing it with the same pattern of film, or remove and replace the entire film panel.

List of Materials of Approved Brand And / Or Manufacture

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 submittal 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.

Sr.No.	Description of materials	Approved make
1	Self-adhesive vinyl film	3M DINOC, Hyundai Bodaq, or any other approved equivalent
2	Primer	3M PRIMER 94, Hyundai Bodaq, or any other approved equivalent
3	Plaster of Paris (POP / Cement putty)	JK Wall Putty, Asian Paints, Berger, Birla White

NOTE : All the materials should got approved from the “ Bank’s Engineer” before using in the work.

Place :

Signature and seal of bidder

Date:

SECTION IX

List of Schedules

Schedule-A

Notes for Schedule of Quantities

1.	The Schedule of Quantities shall be read in conjunction with the specifications, Tender drawings and bid documents. CONTRACTOR shall not rely merely on the description given in the Schedule of Quantities.		
2.	Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for bidding. The actual quantities of work shall be ordered by Employer as shown on the final drawings released for construction. No claim shall be entertained from CONTRACTOR if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. The Engineer-in-charge reserves the right to modify any aspect of the scope of Tender at any time during the course of work.		
3.	The contractor shall fill his rates and amounts for all the items for the specified quantities indicated in Schedule of Quantity issued by the Employer.		
4.	Quoted Prices shall be in Indian Rupees only.		
5.	Rates and amounts shall be written in ink and shall be entered in both figures and words. All erasures and corrections shall be signed by the BIDDER. Non-compliance of these conditions may render the Bid invalid at the discretion of the Employer.		
6.	Unit Rates shall be submitted for all Items and they shall be firm for the entire duration of the contract and any approved extended period.		
7.	The quantities of work actually carried out against each item shall be measured and paid at the rates quoted in the Schedule of Quantities where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.		
8.	BIDDER shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.		
9.	Abbreviations used are as under :		
	i)	No.	Number
	ii)	Cu m	Cubic metre

	iii)	Sq m	Square metre
	iv)	M	Metre
	v)	LS	Lump sum
	vi)	MT	Metric Ton
	vii)	Kg.	Kilogram
	viii)	Each	Per Number

Place :

Signature and seal of bidder

Date:

Schedule-B

Material Testing Plan (MTP) and Quality Assurance Plan

Necessary MTC needs to be submitted by the contractor for all the materials purchased. Material testing as per following minimum requirements as per the relevant IS code shall be conducted at approved 3rd party testing laboratories accredited by NABL at no extra cost to the Bank. Rate of conducting tests for the material shall be included in the respective items wherein the intended materials are to be used or used.

S.No	Material	Frequency
1	Self Adhesive Vinyl Flim	Per Lot MTC

Place :

Signature and seal of bidder

Date:

Schedule-C

SAFETY CODE

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

Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the country.

FIRE SAFETY CODE

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

Place :

Signature and seal of bidder

Date:

Schedule-D

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

S. No.	Description of the Document	Remarks
1	Contract Agreement.	Certified true copies of the contracts
2	Drawings	One set of all architectural, structural, MEP and other drawings issued for the job well preserved by pasting canvass cloth and covered by transparent polythene paper
3	Work Programme Chart	Showing latest item wise progress plan
4	Work instruction / Site order Book	For issue of instructions by Engineer-in-charge or his representative at site in the course of day to day supervision .This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Engineer-in-Charge or his representative, another by the contractor and the third copy shall remain in the book on which the compliance shall be recorded by Contractor after taking required action.
5	Material at site Register	To record the material received and issued on daily basis by the contractor
6	Labor Report and Daily Progress Register (DPR)	To record the labour and Daily Progress Report (DPR) by the contractor
7	Test Reports/ certificates for Materials/ equipments	To maintain record of test reports/ certificates received from manufacturers
8	Progress Review reports along with progress photographs	To maintain record of progress
9	File and Register for Extra/Variation Order	To maintain record of extra/ variation items
10	Hindrance register	For recording the details of hindrances, reasons & its clearance with time period jointly signed by the Site Engineer/ Engineer-in-charge representative and the contractor's representative
11	Log Book of defects	To record defects noticed during inspection

Place :

Signature and seal of bidder

Date:

Schedule-E

General Rules and Instructions to Bidders - Information

Bids in Two Bids System	1	Tender Inviting Authority – Chief General Manager, Reserve Bank of India, Estate Cell H.H. Nirmaladevi CBD Belapur 400 614 Tel No. – 022 22603126
		Name of the Work – Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.
		Office – Estate Cell Office, Second Floor, Main Office Building, Reserve bank of India, CBD Belapur i – 4000416
	2,14	Due Date and Time for receipt of Tender/ Bid – September 02 2026; at 12:00 PM
		Tender Submission mode :- E-Tender.
Clarifications and pre-Bid Meeting	5	Date and Time of Pre-Bid Meeting August 21, 2026 at 15:00 Hrs Venue - Conference Hall on 2nd floor, Reserve Bank of India, Reserve Bank Of India CBD Belapur 400 416
Earnest Money Deposit	4(iii) and 11	EMD ₹51,520/- in the form of Bank Guarantee as per proforma, NEFT, DD. DD/BG shall be obtained in the favour of the Employer and as per the details in NIT. A/c of the NEFT is also available in the NIT
Opening of Bids	16	Date of opening of tenders/ bids (Part-I) – September 03, 2026 at 12:00Hrs.
Bid validity	17	Bid validity – 3 Months from date of opening of Part I or further extensions mutually agreed
Time for Completion of work	23	Time allowed to complete the work – 60 days from 14th day after the date of issue of work order.
Last dated of submission of documents pertaining to PQ criteria		September 02 2026; at 12:00 PM
BOWTransaction Fee		As applicable

Place :

Signature and seal of bidder

Date:

Schedule-F

General Conditions of the Contract - Information

Definitions		i)	Name of Work – Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.
		ii)	The Site – RBI Officers' Residential Complex, Khargahar
		iii)	Employer – Chief General Manager, Reserve Bank Of India CBD Belapur
		iv)	The Engineer-in-charge – Assistant General Manager (Tech-Civil) / Manager (Tech- Civil), Reserve Bank of India, Mumbai
		iv)	The percentage mentioned to cover all overheads and profits – 15%
Discrepancies and Adjustment of Errors (order of preference)			The Competent Authority – The Chief General Manager, Reserve Bank of India, CBD Belapur

CLAUSES OF CONTRACT

Performance Guarantee	CLAUSE 1	
	(i)	Time allowed for submission of Performance Guarantee from the date of award of work – PBG should be submitted before start of the work.
Recovery of Security Deposit	CLAUSE 1 A	
	Retention percentage – 5% from every bill subject to 5% of the contract price	
Compensation for Delay	CLAUSE 2	
	Authority for fixing compensation under clause 2 – The Chief General Manager, Reserve Bank of India, CBD Belapur.	
	Compensation for Delay (i) The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he/they shall be liable to pay compensation for delay at the <u>rate of 0.25% of the estimated cost / tendered cost per week (to be computed on per day basis) subject to a maximum amount of 10% of the tendered cost.</u>	

(ii) If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in her/ his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as “Liquidated Damages” for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. In case, the contractor does not achieve a particular milestone(s), if any, mentioned in the Contract or rescheduled milestone(s) in terms of time extension clause, the amount mentioned for missing milestone shall be withheld (as per the method given below) to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve a milestone shall be automatic and without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make-up for the delay before the subsequent milestone(s), the amount mentioned against each missed milestone shall also be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The delay period shall be calculated from the stipulated date of occurrence of a milestone until the date when the milestone is actually achieved, however, the amount to be withhold from a R.A. bill before reaching to a particular milestone(s) shall be calculated for the delay until the date of R.A. bill. The application of liquidated damages shall not effect a change in the milestone or release the Contractor of her/ his obligation to improve the progress of work. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money.

i. The liquidated damages is 0.25% per week of delay.

ii. Withhold amount for not achieving Nth milestone will as per the following formula

$$A_{(N)} = (0.0025/7) * (D_R - D_N) * (T_N - T_{(N-1)})$$
 where $T_{(N-1)}$ will be zero if Nth milestone is the first in the series of delayed milestones.

	iii. Gross Withhold amount for current RA bill: The withhold amount shall be calculated as follows: (a) Withhold amount for milestones achieved with delay till previous RA Bill = P (b) withhold amount for milestones achieved with delay during current RA bill = Q (c) withhold amount for milestone due but not achieved till current RA bill. = R $P = A_{(1)} + A_{(2)} + \dots + A_{(N-X-1)}$ $Q = A_{(N-X)}$ $R = (0.0025/7) * ((D_R - D_{(N-X+1)}) * (T_{(N-X+1)} - T_{(N-X)}) + (D_R - D_{(N-X+2)}) * (T_{(N-X+2)} - T_{(N-X+1)}) + \dots + (D_R - D_N) * (T_{(N)} - T_{(N-1)}))$ iv. The value of $A_{(N-X)}$ will freeze for all subsequent bills till the Nth milestone is achieved. Note: (i) The withhold amount against not achieving milestone would remain withhold unless a milestone due on the RA bill date is achieved. (ii) The withhold amount would be released in case of achieving all due milestones on the RA bill date	
Time Extension and Delay for	CLAUSE 5 Clause 5 shall be applicable along with 5.1, 5.2 wherever applicable as per the cost of estimate. Time allowed for completion of work – 60 days from the 14th day of Issue of workorder Date of commencement: Within 14 days of Issue of workorder.	
	(i)	Authority for granting Extension of Time – Chief General Manager, Reserve Bank of India, CBD Belapur.
	(ii)	Shifting of date of commencement in case of delay in handing over of site – Engineer-in-charge
Measurements of Work Done	CLAUSE 6 or CLAUSE 6A Clause applicable – 6A	
Payment on Interim Certificate to be Regarded as Advances	CLAUSE 7 Gross value of work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment eligible for raising Running Account bill (Minimum Interim bill payment) – ₹10.00 Lakh	

		Payment shall only be reckoned for the finished product reaching at site.
		No secured advance shall be considered for material procured.
		Retention percentage for Interim Certificates – 5% from every bill
		Retention period for the Retention Money – Up to successful completion of Defects Liability Period (DLP)
		Installment due after Completion - Amount equal to EMD or release of Bank Guarantee submitted by contractor towards Earnest Money Deposit (EMD)
		Running Account Bill: (a) An Ad-hoc payment of not less than 75% of eligible amount of Running Account (R.A.) Bills will be released within 10 working days of the receipt of bill pending test checking of work, detailed scrutiny of the bill (b) The balance amount will be released after final checking of the bill within 1 month of submission of bill of the measurements, documents etc. (c) In case there is significant discrepancies observed in the bill submitted and certified value, the next time the release of 75% payment within 10 working days shall not be considered.
		CLAUSE 9
Payment of Final bill		Period of honoring final certificates- 3 months from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract
Mobilisation advance		CLAUSE 10A.ii
		No request for mobilisation advance shall be considered for this tender.
Action in case Work not done as per Specifications		CLAUSE 11 A
		Authority for accepting reduced rate – Chief General Manager, Reserve Bank of India, CBD Belapur.
Deviations/ Variations Extent and Pricing		CLAUSE 12
Deviation - Deviated Quantities and Pricing		Deviation limit beyond which clause 12.2 C shall apply – 25% beyond the tender item quantity specified in the Schedule of Quantity

Contractor Liable for Damages, defects during defect liability period	CLAUSE 17 Defects Liability Period – 12 months from the date of completion and handing over the Completion Certificate to the Employer Competent Authority for deciding reduced rates – Chief General Manager, Reserve bank of India, CBD Belapu
Settlement of Disputes & Arbitration	CLAUSE 24 Competent Authority for referring the dispute – Chief General Manager /Officer in Charge, Reserve Bank of India, CBD Belapur. Place of Arbitration – Navi Mumbai, India
Insurance in respect of damages to Persons and Property	CLAUSE 31 Contractor shall take following Insurance Policies: 1) Contractor's All Risk Policy for the full Contract Value and available upto completion of the work (including risk arising from Fire). Minimum limit of coverage under the policy shall be Rs 5 lakhs per person for any one accident or occurrence and Rs 10 lakh in respect of damage to property for any one accident or occurrence. 2) Workmen Compensation Policy for all workmen deployed at site. 3) Policy covering accidents to staff, Engineers, supervisors and others who are not governed by Workmen's Compensation Act.

Place :
Date:

Signature and seal of bidder

Section-X

Annexures to various Sections and Schedules

करार की शर्तें
Articles of Agreement

(On Non Judicial Stamp Paper of appropriate value. Cost of the stamp paper has to be borne by the Contractor)

यह करार की शर्तें मुंबई में को एक पक्ष भारतीय रिजर्व बैंक जिसका केंद्रीय कार्यालय मुंबई में है (इसके पश्चात जिसे नियोक्ता कहा गया है) और दूसरा पक्ष है (जिसे इसके बाद ठेकेदार कहा गया है) के बीच हुआ है।

ARTICLES OF AGREEMENT made the day of between the Reserve Bank of India having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता करने का काम करवाने का इच्छुक है और उसने किए जाने वाले कार्यों का वर्णन करने वाले चित्र और विनिर्देश तैयार किए हैं।

और जबकि उक्त रेखाचित्रों, विशिष्टताओं और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं।

और जबकि ठेकेदार यहाँ तय की गई शर्तों, विशेष शर्तों में उल्लिखित शर्तों तथा संविदा की शर्तों एवं मात्राओं की अनुसूची में बताई गई शर्तों पर (उक्त सभी को आगे सामूहिक रूप से " उक्त शर्तें" कहा जाएगा), उक्त ड्रॉइंग (रेखाचित्र) में दर्शाए और / या उक्त विशिष्टताओं में वर्णित और उक्त मात्राओं की अनुसूची में दर्शाए कार्य, वहाँ पर तय की गई दरों के अनुरूप, भुगतान के लिए देय राशि या ऐसी अन्य राशि जो उसके तहत देय हो (जिसको इसके बाद " उक्त ठेका राशि" के रूप में संदर्भित किया जाएगा) के अधीन कार्य करने के लिए सहमत है।

WHEREAS the Employer is desirous of carrying out the work of **PROVIDING AND FIXING SELF-ADHESIVE VINYL FILM (WOODEN ARCHITECTURAL FINISHES)FOR SIDES OF OPENING ENTRANCE TO THE DRESSER AREA OF ATTACHED TOILETS IN A, B/C & D TYPE RESIDENTIAL FLATS AT RBI OFFICERS' RESIDENTIAL COMPLEX, KHARGAHAR.** and has caused drawings and specifications describing the works to be done.

AND WHEREAS the said drawings, the 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 herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and/or described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

2. अब यहाँ से इस प्रकार सहमति बनी है

NOW IT IS HEREBY AGREED AS FOLLOWS:

2.1 उक्त संविदा राशि के प्रतिफल में, जो कि इस करार में तय तरीके और समय के अनुसार भुगतान की जाएगी, ठेकेदार द्वारा उक्त रेखाचित्रों में दर्शाए गए एवं उक्त विशिष्टताओं तथा मात्राओं की अनुसूची में वर्णित अनुसार काम को पूरा करना होगा एवं शर्तों को कार्यान्वित करना होगा।

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

2.2 नियोक्ता ठेकेदार को संविदा राशि या ऐसी अन्य राशि जो देय हो, का शर्तों में उल्लेखित माध्यम अनुसार और उचित समय पर भुगतान करेगा।

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

2.3 उक्त शर्तों में "वास्तुकार" शब्द से इस संविदा के तहत नवीनीकरण कार्यों की वास्तु योजना और डिजाइनिंग आदि बनाने वाला 'वास्तुकार' अभिप्रेत होगा।

The term "Architect" in the said conditions shall mean 'Architect' for the purpose of architectural planning & designing etc. of the Renovation works under this contract.

2.4 भारतीय रिज़र्व बैंक निर्माण कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान और संविदा के विभिन्न नियमों, शर्तों और पूर्वापेक्षाओं के कार्यान्वयन के लिए सीधे व्यवस्था और प्रबंध करेगा।

The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

2.5 यहाँ उल्लिखित शर्तें और विभिन्न अनुसूचियों को इस करार के भाग के रूप में पढ़ा और समझा जाएगा और यहाँ मौजूद पार्टियां अपनी ओर से उक्त शर्तों द्वारा बंधे हैं, स्वयं को उक्त शर्तों को समर्पित करते हैं और उक्त शर्तों में उल्लेखित अनुसार अपनी ओर से करार का निष्पादन करेंगे।

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

2.6 करार और यहाँ उल्लिखित दस्तावेज़ इस संविदा का आधार बनाएँगे।

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

2.7 यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही टुकड़ा कार्य संविदा है, बल्कि करने संबंध में कार्य करने कि संविदा है। दरों और संभावित मात्राओं की अनुसूची में निहित दर पर या उक्त शर्तों में प्रदान की गई दर पर वास्तविक मापी गई मात्रा के अनुसार भुगतान किया जाना है।

This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract

to carry out the work in respect of **PROVIDING AND FIXING SELF-ADHESIVE VINYL FILM (WOODEN ARCHITECTURAL FINISHES) FOR SIDES OF OPENING ENTRANCE TO THE DRESSER AREA OF ATTACHED TOILETS IN A, B/C & D TYPE RESIDENTIAL FLATS AT RBI OFFICERS' RESIDENTIAL COMPLEX, KHARGAHAR.** To be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.

2.8 उक्त शर्तों में निर्धारित तरीके के अनुसार ठेकेदार सिविल निर्माण कार्यों से संबंधित सभी कार्यों, सेनेटरी कार्य और फिटिंग, स्थायी जल आपूर्ति, विद्युत इन्सटालेशन, फिटिंग, एयर कंडीशनिंग और अन्य संबंधित कार्यों से संबंधित सभी कार्यों को करने के लिए हर उचित सुविधा प्रदान करेगा और इस तरह के कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान को पुनः ठीक करेगा।

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

2.9 नियोक्ता के पास इस संविदा के पूर्वाग्रह के बिना कार्य के किसी भी वस्तु (आइटम) को जोड़कर या हटाकर या उसी के कुछ भाग को बनाए रखकर रेखाचित्र और कार्य की प्रकृति को बदलने का अधिकार सुरक्षित है।

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

2.10 समय को इस अनुबंध का सार माना जाएगा। ठेकेदार एतद्वारा काम शुरू करने और कार्य पुरस्कार पत्र में निर्दिष्ट पूरे काम को पूरा करने के लिए सहमत है, फिर भी ऐसे फॉर्म द्वारा लिखित रूप में समय विस्तार के प्रावधानों के अधीन (यानी समझौते के विलेख के माध्यम से या पत्रों के आदान-प्रदान के माध्यम से) ई-मेल) जैसा कि पार्टियों द्वारा पारस्परिक रूप से निर्णय लिया जा सकता है।

Time shall be considered as the essence of this Contract. The contractor hereby agrees to commence the work and to complete the entire work as specified in the work award letter subject nevertheless to the provisions for extension of time in writing by such form (i.e. by way of a deed of agreement or by exchange of letters/e-mails) as may be mutually decided by the parties.

2.11 इस संविदा के तहत नियोक्ता द्वारा सभी भुगतान केवल मुंबई में ही किए जाएंगे।

All payments by the Employer under this Contract will be made only at Navi Mumbai.

2.12 इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और उसका निर्धारण केवल मुंबई स्थित न्यायालय के अधिकार क्षेत्र में होगा।

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

2.13 यह कि इस संविदा के सभी अंशों को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है। ठेकेदार निविदा में दी गई मात्रा से अधिक मात्रा के भुगतान के लिए तब तक हकदार नहीं होगा जब तक कि बैंक के प्रभारी अभियंता से विशिष्ट लिखित अनुदेशों के तहत आदेश नहीं दिया जाता है।

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

2.14 ठेकेदार बैंक के बुनियादी ढांचे / प्रणालियों / उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से उसको मिली किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के साथ खुलासा नहीं करेगा, जो कि इस करार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार करार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी क्षेत्र में किए गए कार्य या तकनीकी पेपर या अन्य जगहों पर किए गए कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा न उजागर करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से संविदा को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा।

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

2.15 ठेकेदार यह सुनिश्चित करने के लिए की इस करार के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व का पूरी तरह से पालन हो रहा है, अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या खात्मे के बावजूद बने रहेंगे।

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.

2.16 परिनिर्धारित हर्जाना :“समय” को इस ठेके का मूल आधार समझा जाएगा। संपूर्ण कार्य आदेश जारी किये जाने के बाद से 60 दिनों के भीतर पूरा किया जाएगा, जिसमें विफल होने पर निर्धारित अवधि के पश्चात अनुबंध राशि के 0.25% प्रति सप्ताह की दर से परिनिर्धारित हर्जाना लगाया जाएगा, जिसकी ऊपरी सीमा स्वीकृत निविदा राशि का 10%होगी। किसी भी खंडित अवधि के विलंब को एक सप्ताह के विलंब के रूप में माना जाएगा और तदनुसार परिनिर्धारित हर्जाना लगाया जाएगा।

Liquidated Damages: Time is the essence of the contract. The entire work shall be completed within 60 days from the date of commencement of the work, failing which liquidated damages at a rate of 0.25% of estimated cost per week of delay beyond the stipulated period with an upper ceiling of 10% of the accepted tender amount, will be levied. Any broken period delay will be considered as delay of one week and accordingly liquidated damages Shall be levied.

2.17 जिएफआर 2017 के नियम 144 (xi) का प्रावधान: सार्वजनिक खरीद प्रभाग, व्यय विभाग, वित्त मंत्रालय, भारत सरकार द्वारा जारी 23 जुलाई, 2020 के कार्यालय ज्ञापन (ओएम) एफ.सं.6/18/2019-पीपीडी के तहत शामिल किए गए 2017 के नियम 144 (xi) के अनुपालन स्वरूप जारी सार्वजनिक खरीद आदेश, और उसके बाद के संशोधन अनिवार्य रूप से लागू होंगे।

इस संबंध में, बोलीदाता अनुबंध-1 में दिए गए प्रारूप में अधिकृत हस्ताक्षरकर्ता द्वारा अपने पत्र शीर्ष-पर मुहर सहित विधिवत हस्ताक्षरित वचनबद्धता/घोषणा प्रमाण पत्र की एक प्रति प्रस्तुत करेगा। यदि बोलीदाता द्वारा जमा/ किया गया वचनबद्धता घोषणा/प्रमाण पत्र/गलत पाया जाता है, तो उसका/उसकी निविदा/कार्य आदेश तत्काल/ समाप्त कर दिया जाएगा, और बयाना राशि/प्रदर्शन बैंक गारंटी/प्रतिभूति जमा राशि को जब्त करने सहित विधि सम्मत कानूनी कार्रवाई की जाएगी और बैंक भविष्य में बैंक द्वारा आमंत्रित निविदाओं में भाग लेने से बोलीदाता को वंचित कर सकता है।

Provision of Rule 144 (xi) of the GFR 2017:

Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No.6/18/2019-PPD dated July 23, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure-II. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

2.18 कार्य स्थल पर महिलाओं के यौन उत्पीड़न की रोकथाम का खंड:

Clause of Prevention of Sexual Harassment at Work place:

ए) फर्म, बैंक के परिसर के भीतर अपने (फर्म के) कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में पूर्णतः जिम्मेदार होंगी, भारतीय रिज़र्व बैंक द्वारा क्षेत्रीय समिति के समक्ष शिकायत दर्ज की जाएगी और बैंक उस शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाही किया जाना सुनिश्चित करेगा।

a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.

बी) बैंक के किसी भी कर्मचारी के विरुद्ध फर्म के किसी भी कर्मचारी की तरफ से यौन उत्पीड़न होने की कोई भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।

b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

सी) यदि फर्म के कर्मचारी किसी भी घटना में शामिल पाये जाते हैं तो किसी भी मौद्रिक क्षतिपूर्ति के लिए फर्म जिम्मेदार होगी, जिसे भुगतान करना पड़ सकता है, उदाहरण के लिए बैंक के कर्मचारी को कोई भी मौद्रिक राहत, अगर समिति द्वारा फर्म के कर्मचारी द्वारा यौन उत्पीड़न किया जाना साबित होता है।

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

डी) फर्म कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।

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

ई) फर्म बैंक परिसर में नियोजित अपने कर्मचारियों की पूर्ण एवं अद्यतित सूची उपलब्ध कराएगा।

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

2.19 गैर-प्रकटीकरण खंड:

ठेकेदार इस करार के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान में प्रत्यक्ष या अप्रत्यक्ष रूप से आए बैंक के बुनियादी ढांचे/सिस्टम/उपकरण आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा किसी तीसरे पक्ष को नहीं करेगा और उसके द्वारा इसे हर समय अत्यंत गोपनीय रखा जाएगा। ठेकेदार संविदा के विवरण को निजी और गोपनीय मानेगा, सिवाय इस सीमा तक जो इस करार के तहत दायित्वों को पूरा करने या लागू कानूनों का अनुपालन करने के लिए आवश्यक हो। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी व्यापार या तकनीकी पेपर या अन्यत्र कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या खुलासा नहीं करेगा। किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान

के लिए ठेकेदार नियोक्ता को क्षतिपूर्ति देगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपाय अपनाने का हकदार होगा। ठेकेदार यह सुनिश्चित करने के लिए कि इस करार के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व पूरी तरह से संतुष्ट हों, अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या खातमे के बावजूद बने रहेंगे।

Non-Disclosure clause:

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

2.20 न्यूनतम मजदूरी अधिनियम : ठेकेदार लागू न्यूनतम मजदूरी अधिनियम व श्रम अधिनियम का अनुपालन करेंगे। किसी भी सांविधिक नियम / अपेक्षाओं के अनुसार जारी नोटिस / दंड, यदि कोई हो तो, उसका भुगतान ठेकेदार द्वारा बैंक पर किसी दावे के बगैर किया जाएगा।

Minimum Wages Act: Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.

2.21 अप्रत्याशित घटना Force Majeure:

इस करार के तहत दायित्वों को पूरा करने में किसी चूक के लिए कोई भी पार्टी जिम्मेदार नहीं मानी जाएगी, यदि चूक किसी पार्टी के नियंत्रण से परे कार्यों जैसे (जैसे दैवीय संकट, युद्ध की स्थिति, विद्रोह, मजदूर हड़ताल, किसी सरकारी कार्य, भूकंप, तूफान, टाइफून और अन्य प्राकृतिक आपदा आदि) के परिणामस्वरूप हुई हो। प्रत्येक पक्ष इस करार के तहत निष्पादन किए जाने वाले कार्यों को जारी रखने के सभी संभव प्रयास करने के लिए सहमति व्यक्त करते हैं। यदि अप्रत्याशित घटनाओं के कारण कार्य निष्पादन में बाधा की अवधि 30 दिनों से अधिक हो जाती है, तो पार्टी जिसकी कार्य निष्पादन क्षमता प्रभावित नहीं हुई है, लिखित सूचना देते हुए इस करार को निरस्त कर सकती है।

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, labour 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.

2.22 ठेका श्रम (विनियमन और उन्मूलन) अधिनियम (सीएलआरए), 1970

मैं _____ कि “मुख्य कार्यालय भवन, आरबीआई बेलापुर और प्राइमरी डाटा सेंटर, खारघर में श्वान-घर के लिए पोर्टेबल केबिन की आपूर्ति और स्थापना करना” संबंधी कार्य मुझे प्रदत्त किया गया है। मैं वचन देता/देती हूँ कि मुझे प्रदत्त कार्य को पूरा करने के लिए मेरे द्वारा लगाए जाने वाले सभी मजदूरों को सभी प्रकार की मजदूरी का वास्तविक भुगतान उस दर पर किया जाएगा जो न्यूनतम मजदूरी अधिनियम 1948 के तहत निर्धारित दर से कम नहीं होगा तथा सीएलआरए अधिनियम 1970 के प्रावधानों के अनुपालन को सुनिश्चित किया जाएगा और साथ ही ऐसे वेतन का भुगतान करने में विफलता के साथ-साथ तथा सीएलआरए अधिनियम 1970 के प्रावधानों का पालन करने में विफलता के कारण सांविधिक प्राधिकारियों द्वारा प्रिंसिपल नियोक्ता के विरुद्ध प्रारंभ की जाने वाली सभी कार्यवाहियों के लिए प्रिंसिपल नियोक्ता को क्षतिपूर्ति रखने का वचन देता/देती हूँ। मैं समय-समय पर सरकारी अधिकारियों/बैंक के अधिकारियों के निरीक्षण के लिए सभी आवश्यक दस्तावेज/रिकॉर्ड रखूंगा/रखूंगी और उनका रख-रखाव करूंगा/करूंगी।

Contract Labour (Regulation & Abolition) Act (CLRA), 1970

I _____ that the work of “Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers’ Residential Complex, Khargahar.” awarded to me. I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of _____ work awarded to me at the rate which is not less than the one prescribed under Minimum Wages Act 1948 and to ensure compliance to the provisions of CLRA Act 1970 and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and for failure to comply with the provisions of CLRA Act 1970. I shall keep and maintain all necessary documents/records for inspection of Government authorities/Bank’s officials from time to time.

2.23 व्यक्तियों और संपत्ति के नुकसान के संबंध में बीमा

ठेकेदार, व्यक्तियों, जानवरों या वस्तुओं को होने वाली सभी हानि या क्षति के लिए और ठेकेदार या किसी उप-ठेकेदार या किसी नामित उप-ठेकेदार या उनके किसी भी कर्मचारियों की ओर से किसी भी चूक से उत्पन्न होने वाली संपत्ति के सभी नुकसान के लिए जिम्मेदार होगा। इस खंड के तहत आने वाले दायित्व में, अन्य बातों के

साथ-साथ, संरचनाओं को किसी भी तरह की हुई क्षति भी शामिल होगा, चाहे वह कार्यस्थल के निकट हो या अन्यथा; सड़कों, गलियों, फुटपथों, पुलों के साथ-साथ इमारतों और अन्य संरचनाओं और कार्यों को हुई क्षति जो इस करार से संबंधित हो। बारिश, हवा, पाला या मौसम की अन्य खराबियों के कारण इस अनुबंध के तहत आने वाले भवन और अन्य संरचनाओं और कार्यों को हुए किसी भी नुकसान के लिए भी ठेकेदार जिम्मेदार होगा। ठेकेदार, नियोक्ता को क्षतिपूर्ति करेगा और क्षतिपूरत रखेगा और उसे सभी और किसी भी तरह की क्षति से उत्पन्न होने वाले किसी भी नुकसान और व्यय के संबंध में और किसी भी चोट या क्षति के संबंध में किए गए किसी भी दावे के खिलाफ उसे क्षतिपूरित रखेगा, चाहे वह किसी भी कानून के तहत या अन्यथा और ऐसे दावों के परिणामस्वरूप किसी अवार्ड या मुआवजे या क्षति से संबंधित हो।

ठेकेदार, अपने स्वयं के खर्च पर, इस अनुबंध के तहत वास्तविक पूर्णता प्रमाण पत्र जारी होने तक, IRDAI द्वारा प्राधिकृत एक बीमा कंपनी के साथ, भूकंप जोखिम सहित अनुबंध की पूरी राशि के लिए बीमा हेतु सर्व जोखिम नीति को प्रभावी और बनाए रखेगा जो सभी जोखिम नीति को कवर करने के लिए नियोक्ता और ठेकेदार के संयुक्त नामे)पहले पक्षकार का नाम पहले रखा जाए(होगा तथा इसे काम शुरू करने से पहले नियोक्ता के पास जमा करना होगा।

ठेकेदार इस खंड में उल्लिखित सभी प्रकार के नुकसान की पूर्ति करेगा ताकि पूरे कार्यों की डिलीवरी हर तरह से पूर्ण और सही हो और संपत्ति या तीसरे पक्ष के नुकसान के सभी दावों को पूरा करे या अन्यथा पूर्ति करे।

ठेकेदार किसी भी व्यक्ति द्वारा नियोक्ता के खिलाफ अनुबंधित कार्यों या उसके परिणामी सभी दावों के लिए नियोक्ता को क्षतिपूर्ति करेगा और क्षतिपूरित भी रखेगा, और अपने स्वयं के खर्च पर अनुबंध के वास्तविक समापन तक प्रभावी और बनाए रखेगा, साथ ही ऐसे जोखिम को कवर करने के लिए IRDAI द्वारा प्राधिकृत बीमा कंपनी के साथ नियोक्ता और ठेकेदार के संयुक्त नामे एक बीमा पॉलिसी (पॉलिसी में पहले पक्षकार का नाम पहले होगा) रखेगा तथा इसे कार्य प्रारम्भ करने से पहले जमा करना होगा। “ठेकेदार सर्व जोखिम नीति” में तीसरे पक्ष की देयता किसी एक दुर्घटना या घटना के लिए प्रति व्यक्ति न्यूनतम ₹5.00 लाख (पाँच लाख रुपये मात्र) और किसी एक दुर्घटना या घटना के लिए संपत्ति के नुकसान के संबंध में ₹10.00 लाख (दस लाख रुपये मात्र) होगी। ठेकेदार इस अनुबंध की अवधि के दौरान नियोक्ता पर किए गए सभी दावों के लिए नियोक्ता को क्षतिपूर्ति भी करेगा, चाहे वह कामगार मुआवजा अधिनियम या किसी अन्य कानून के तहत हो या ठेकेदार या उप-ठेकेदार के किसी भी कर्मचारी के संबंध में या सामान्य कानून के तहत हो और इसे अपने स्वयं के खर्च पर अनुबंध के वास्तविक समापन तक प्रभावी और बनाए रखेगा या अनुबंध अवधि के दौरान नियोक्ता द्वारा अनुमोदित बीमा कंपनी के साथ, ऐसे जोखिमों को कवर करने हेतु बीमा पॉलिसी बनाए रखेगा और इस पॉलिसी को समय-समय पर नियोक्ता के पास जमा करेगा।

ऊपर दिए गए प्रावधान के अनुसार बीमा करने वाले ठेकेदार द्वारा चूक किए जाने की स्थिति में, नियोक्ता इस प्रकार की बीमा पॉलिसी खरीद सकता और इसके प्रीमियम की कटौती ठेकेदार को देय भुगतान में से कर सकता है।

ठेकेदार ऊपर उल्लिखित बीमा पॉलिसियों में नहीं शामिल किसी भी देयताओं के लिए जिम्मेदार होगा और साथ ही, किसी भी व्यक्ति, जानवर को हुई क्षति या इस अनुबंध को गलत तरीके से पूरा करने के परिणामस्वरूप हुई क्षति, जिसका कारण कुछ भी रहा हो, से संबंधित देयताओं के लिए जिम्मेदार होगा।

ठेकेदार किसी भी दावे या कार्य से संबंधित किसी भी दावे या कार्यवाही से उत्पन्न होने वाले सभी और किसी भी लागत, शुल्क या व्यय तथा इससे होने वाली किसी भी क्षति या मुआवजे के लिए नियोक्ता को क्षतिपूर्ति करेगा और क्षतिपूर्ति रखेगा।

इस तरह की चूक के संबंध में ठेकेदार के खिलाफ नियोक्ता के अन्य अधिकारों पर प्रतिकूल प्रभाव डाले बिना, नियोक्ता ठेकेदार को इस खंड के तहत देय किसी भी राशि में से किसी भी नुकसान की राशि, मुआवजे की लागत, शुल्क और नियोक्ता द्वारा भुगतान किए गए अन्य खर्चों की कटौती करने का हकदार होगा।

ठेकेदार इस खंड के तहत ली गई पॉलिसी के अनुरूप बीमाकर्ता द्वारा निपटान किए जाने पर, क्षतिग्रस्त कार्यों के पुनर्निर्माण या मरम्मत के लिए समुचित सावधानी के साथ आगे बढ़ेगा। इस घटना में इस तरह के नुकसान के संबंध में बीमाकर्ता से प्राप्त सभी धन का भुगतान ठेकेदार को किया जाएगा और ठेकेदार नष्ट या क्षतिग्रस्त सामग्री या माल के पुनर्निर्माण या मरम्मत के लिए किए गए खर्च के संबंध में किसी भी अन्य भुगतान के लिए हकदार नहीं होगा।

ठेकेदार, क्षति के बाद पुनर्निर्माण या पुनर्स्थापना के मामले में, नियोक्ता द्वारा निर्धारित उचित समय विस्तार के लिए हकदार होगा, लेकिन नियोक्ता यहां निर्धारित किसी भी दावे के निपटान में बीमाकर्ता द्वारा अंतिम रूप से भुगतान की गई राशि में किसी भी कमी या कमी के लिए प्रतिपूर्ति का हकदार नहीं होगा।

इस खंड के तहत अपने दायित्व पर प्रतिकूल प्रभाव डाले बिना, ठेकेदार सभी नामित उप-ठेकेदारों को इस खंड के प्रावधानों के अनुसार, कार्यों के अपने-अपने हिस्से के लिए, बीमा की समान नीतियों को लागू करेगा और इस प्रकार की बीमा पॉलिसी नियोक्ता को प्रस्तुत करेगा। ठेकेदार, नामित उप-ठेकेदार को तब तक कार्य स्थल पर-काम शुरू करने की अनुमति नहीं देगा जब तक कि उक्त बीमा पॉलिसी प्रस्तुत नहीं की जाती है। कार्य स्थल पर-काम शुरू करने से पहले उप-ठेकेदार द्वारा बीमा की ऐसी पॉलिसी लेने में विफल रहने की स्थिति में, ठेकेदार, उक्त उप-ठेकेदार के कारण होने वाले किसी भी दावे या क्षति के लिए जिम्मेदार होगा।

कोविड-19 या किसी अन्य प्रकार के व्यवधान, यदि कोई हो, के कारण विस्तारित अवधि के लिए भी बीमा की लागत ठेकेदार को वहन करनी होगी।

Insurance in respect to 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 damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the building and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in

respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company authorized by the Insurance Regulatory and Development Authority (IRDAI), an All Risk Policy for Insurance for the full amount of the contract including earthquake risk, Fire Risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against 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 any 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 authorized by the IRDAI a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. Third party liability in "Contractors All Risk Policy" shall be minimum ₹ 5.00 lakh (Rupees Five lakh only) per person for any one accident or occurrence and ₹ 10.00 lakh (Rupees Ten lakh only) in respect of damage to property for any one accident or occurrence. The contractor shall also indemnify the employer against all claim which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of Sub-Contractor and shall at his own expense effect and maintain until the virtual completion of the contract or 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 insuring as providing above, the employer may so insure and may deduct the premiums paid from any moneys 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 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 of damage or compensation arising there from.

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

The Contractor shall upon settlement by 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 monies received from the Insurer in respect of such damage shall be paid to the Contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer 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 employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

The cost of insurance has to be borne by the Contractor even for the extended period if any due to COVID-19 or any other kind of disruption.

2.24 एक बोलीदाता निम्नलिखित आधारों पर डिबारमेंट/बोली से अयोग्यता के लिए उत्तरदायी है:

1. यदि यह निर्धारित किया जाता है कि बोलीदाता ने सत्यनिष्ठा संहिता के उल्लंघन में निम्नलिखित कार्य या चूक की है:
 - a. मैं एक खरीद प्रक्रिया में अनुचित लाभ या अन्यथा खरीद प्रक्रिया को प्रभावित करने के बदले प्रत्यक्ष या अप्रत्यक्ष रूप से प्रस्ताव, याचना या रिश्वत, इनाम या उपहार या किसी भी भौतिक लाभ की स्वीकृति।
 - b. कोई भी चूक या गलत बयानी जो गुमराह कर सकती है या गुमराह करने का प्रयास कर सकती है ताकि वित्तीय या अन्य लाभ प्राप्त किया जा सके, या किसी दायित्व से बचा जा सके।
 - c. किसी भी मिलीभगत, बोली में हेराफेरी या प्रतिस्पर्धा-विरोधी व्यवहार जो पारदर्शिता, निष्पक्षता और खरीद प्रक्रिया की प्रगति को बाधित कर सकता है।
 - d. खरीद प्रक्रिया में या व्यक्तिगत लाभ के लिए अनुचित लाभ प्राप्त करने के इरादे से खरीदकर्ता इकाई द्वारा बोलीदाता को प्रदान की गई जानकारी का अनुचित उपयोग।
 - e. निविदा या अनुबंध की निष्पादन प्रक्रिया से संबंधित बोलीदाता और खरीद इकाई के किसी भी अधिकारी के बीच कोई वित्तीय या व्यावसायिक लेनदेन, जो प्रत्यक्ष या अप्रत्यक्ष रूप से खरीद इकाई के निर्णय को प्रभावित कर सकता है।

- f. खरीद प्रक्रिया को प्रभावित करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से, किसी भी हिस्से या उसकी संपत्ति को नुकसान पहुंचाने या नुकसान पहुंचाने के लिए कोई जबरदस्ती या कोई खतरा।
- g. खरीद प्रक्रिया की किसी भी जांच या लेखा परीक्षा में बाधा।
- h. किसी निविदा प्रक्रिया में भाग लेने या अनुबंध सुरक्षित करने के लिए झूठी घोषणा करना या झूठी जानकारी प्रदान करना।
- i. हितों के टकराव का खुलासा करने में विफल
- j. पिछले तीन वर्षों के दौरान भारत या किसी अन्य देश में किसी भी सार्वजनिक संस्थान / संस्था के साथ उपखंड (i) के प्रावधानों के संबंध में किए गए किसी भी पिछले उल्लंघन का खुलासा करने में विफल रहा या किसी सार्वजनिक खरीद संस्थान / संस्था द्वारा प्रतिबंधित किया गया।

2. सत्यनिष्ठा संहिता के उल्लंघन के अलावा बोलीदाता द्वारा किसी भी कार्रवाई या चूक के लिए, जो बैंक की राय में घटिया सामग्री की आपूर्ति, सामग्री की गैर-आपूर्ति, कार्यों का परित्याग, - कार्यों की मानक गुणवत्ता, निविदा की शर्तों का पालन करने में विफलता आदि।

3. यदि बोलीदाता को किसी अपराध का दोषी ठहराया गया है - (ए) भ्रष्टाचार निवारण अधिनियम, 1988 के तहत; या (बी) सार्वजनिक खरीद अनुबंध के निष्पादन के हिस्से के रूप में जीवन या संपत्ति के किसी भी नुकसान या सार्वजनिक स्वास्थ्य के लिए खतरा पैदा करने के लिए भारतीय दंड संहिता या किसी भी समय लागू कोई अन्य कानून।

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

- 1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f. any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.
 - g. obstruction of any investigation or auditing of a procurement process.
 - h. making false declaration or providing false information for participation in a tender process or to secure a contract.
 - i. failed to disclose conflict of interest.
 - j. failed to disclose any previous transgressions made in respect of the provisions of sub clause with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

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

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

2.25 मध्यस्थता द्वारा विवाद का निपटारा

किसी भी प्रकार के सभी विवाद और मतभेद, जो अनुबंध या कार्य के निष्पादन के संबंध में या के संबंध में उत्पन्न होते हैं (चाहे कार्यों की प्रगति के दौरान या उनके पूरा होने के बाद और अनुबंध के परित्याग या उल्लंघन के निर्धारण से पहले या बाद में) बैंक द्वारा संदर्भित और तय किया जाएगा जो लिखित रूप में अपना निर्णय बताएगा। ऐसा निर्णय अंतिम प्रमाणपत्र या अन्यथा के रूप में हो सकता है। किसी भी अपेक्षित मामले के संबंध में बैंक का निर्णय अंतिम होगा और अपील के बिना जैसा कि उसमें कहा गया है। लेकिन यदि ठेकेदार किसी भी मामले पर असंतुष्ट है, जिस पर बैंक द्वारा उपरोक्त निर्णय लिया जाता है, तो किसी भी अपेक्षित मामले को छोड़कर, ठेकेदार ऐसे निर्णय की सूचना प्राप्त करने के 28 दिनों के भीतर दूसरे पक्ष को एक लिखित नोटिस दे सकता है, जिसमें यह अपेक्षा की जाती है कि विवादित मामलों में मध्यस्थता की जाए। इस तरह की लिखित सूचना में उन मामलों को निर्दिष्ट किया जाएगा, जो विवाद या मतभेद में हैं, जिसके लिए ऐसी लिखित सूचना दी गई है। यदि दोनों पक्ष सहमत होते हैं, तो इस उद्देश्य के लिए एक ही मध्यस्थ नियुक्त किया जाएगा। यदि एकल मध्यस्थ की नियुक्ति पर कोई समझौता नहीं हो पाता है, तो दोनों पक्ष अपनी ओर से एक-एक व्यक्ति को मध्यस्थ के रूप में नामित करेंगे। पार्टियों द्वारा नामित दो मध्यस्थ तीसरे मध्यस्थ के रूप में कार्य करने के लिए एक और व्यक्ति को नामित करेंगे।

मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, के पास किसी भी प्रमाण पत्र, राय, निर्णय, मांग या नोटिस को खोलने, समीक्षा करने और संशोधित करने की शक्ति होगी, अपवादित मामलों के संबंध में छोड़कर, पूर्ववर्ती खंड में संदर्भित, और निर्धारित करने के लिए विवाद के सभी मामले जो मध्यस्थता के लिए प्रस्तुत किए जाएंगे और जिनमें से पूर्वोक्त के रूप में नोटिस दिया जाएगा।

मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, एक वर्ष के भीतर अपना निर्णय देगा (या ऐसा आगे बढ़ाया गया समय जैसा कि उसके द्वारा तय किया जा सकता है या पार्टियों की सहमति से मामला हो सकता है) की तारीख से संदर्भ में प्रवेश। यदि मध्यस्थता की कार्यवाही के दौरान पक्ष परस्पर अपने विवाद या मतभेद को सुलझा लेते हैं या समझौता कर लेते हैं, तो पार्टियों द्वारा समझौते या समझौते का संयुक्त ज्ञापन दाखिल करने पर, मध्यस्थ या मध्यस्थ, जैसा भी मामला हो, इस तरह के समझौते के संदर्भ में एक निर्णय देगा। या समझौता।

इस तरह के किसी भी संदर्भ पर, संदर्भ और पुरस्कार के लिए आकस्मिक लागत पर निर्णय क्रमशः मध्यस्थ या मध्यस्थों के विवेक पर होगा, जो उस राशि का निर्धारण कर सकते हैं या पार्टी के बीच उस पर कर लगाने का निर्देश दे सकते हैं। और पार्टी, और किसके द्वारा और किसके द्वारा और किस तरीके से वहन और भुगतान किया

जाएगा। इस निवेदन को भारतीय मध्यस्थता और सुलह अधिनियम, 1996 या उसके किसी भी वैधानिक संशोधन के अर्थ के भीतर मध्यस्थता के लिए प्रस्तुत करना माना जाएगा।

मध्यस्थ या मध्यस्थों का निर्णय, जैसा भी मामला हो, अंतिम और पार्टियों के लिए बाध्यकारी होगा। यह सहमति है कि ठेकेदार ऐसे किसी भी मामले, प्रश्न या विवाद को मध्यस्थता के लिए भेजे जाने के कारण कार्यों को पूरा करने में देरी नहीं करेगा, लेकिन सभी उचित परिश्रम के साथ कार्यों को आगे बढ़ाएगा और मध्यस्थ या मध्यस्थों के निर्णय तक करेगा, जैसा भी मामला हो, दिया जाता है, बैंक के निर्णय का पालन करें। मध्यस्थ या मध्यस्थों का कोई भी निर्णय, जैसा भी मामला हो, ठेकेदार को कार्यों के वास्तविक निष्पादन के संबंध में बैंक के निर्देशों का सख्ती से पालन करने के अपने दायित्वों से मुक्त नहीं करेगा। नियोक्ता और ठेकेदार इस बात से भी सहमत हैं कि इस खंड के तहत मध्यस्थता अनुबंध के तहत कार्रवाई के किसी भी अधिकार के लिए एक पूर्व शर्त होगी। मध्यस्थता का स्थान भोपाल, भारत होगा।

Settlement of dispute by Arbitration:

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after 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 expected matters shall be final and without appeal as stated in thereof. But if the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected 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.

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, as the case may be, 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. The venue of arbitration shall be BELAPUR, INDIA.

2.26 कोविड -19 की वर्तमान महामारी की स्थिति में पालन किए जाने वाले शिष्टाचार, बचाव उपाय और सुरक्षा मानदंड: ठेकेदारों को कोविड -19 की वर्तमान महामारी की स्थिति के दौरान बैंक द्वारा निर्धारित सभी सुरक्षा, हिफाजती मानदंडों और मानक प्रोटोकॉल का पालन करना होगा जैसे कि मास्क पहनना, हैंड सैनिटाइज़र का उपयोग करना, नियमित रूप से साबुन डिस्पेंसर से हाथ धोना, हाथ के दस्ताने पहनना, संबंधित श्रमिकों की केवल कार्य स्थल तक आवाजाही, नियमित सुरक्षा जाँच आदि। इसका उल्लंघन करने पर बैंक के शिष्टाचार व सुरक्षा अधिकारी द्वारा प्रत्येक अवसर पर जुर्माना लगाया जा सकता है, जो ठेकेदारों को देय भुगतान से वसूल किया जा सकता है।

Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed: The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mass, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand gloves, movement of the workers only pertaining to the work place, regular security checks etc. The violation of the same may be entitled for penalty on each occasion imposed by the Bank's P & SO, which may be recovered from the payment due to the contractors.

2.27 Business Continuity Plan Clause:

"The Contractor shall, at its sole expense, develop, maintain, and implement a comprehensive Business Continuity Plan (BCP) and Disaster Recovery (DR) procedures, designed to ensure the continuous and uninterrupted provision of all services outlined in this Agreement. This BCP shall address, but not be limited to, disruptions arising from:

- i. **Loss of Key Personnel:** Including the proprietor's death, permanent incapacitation, or critical staff shortages. The plan must identify key roles, designate trained successors or deputies, and outline procedures for rapid replacement or interim management.
- ii. **Loss or Damage to Facilities/Equipment:** Procedures for managing disruptions due to damage to contractor's premises, equipment failure, or unavailability of essential resources (e.g., cleaning supplies, vehicles).
- iii. **Natural Disasters and Other Emergencies:** Plans for responding to fire, flood, earthquake, widespread illness, civil unrest, or other force majeure events impacting operations.

- iv. **System or Communication Failure:** Measures to ensure continuity if communication lines or essential IT systems fail.

2.28 Succession and Continuity Clause: "In the event of the proprietor's death or permanent incapacitation, the Contractor shall immediately notify the Employer. The contract shall include a pre-identified designated successor (e.g., a family member or key employee) who is legally authorized and capable of taking over the management and operations of the contract. The Contractor shall provide details of such successor, along with their consent and relevant legal documentation (e.g., Power of Attorney, partnership deed if transitioning to a firm) at the time of contract signing. This successor must agree to be bound by all terms and conditions of the contract. The Employer reserves the right to approve or reject the proposed successor based on their qualifications and experience."

2.29 Emergency Contact and Information Access:

"The Contractor shall provide the Employer with emergency contact details of at least two key individuals (e.g., a senior supervisor and a family member authorized to act) who can be contacted in unforeseen circumstances, including the proprietor's death. Furthermore, the Contractor shall maintain a secure and accessible document outlining critical operational information, including staff details, payroll procedures, key supplier contacts, and emergency funds access, to facilitate a rapid takeover. This document's location and access protocol shall be shared with the Employer's designated point of contact."

2.30 Immediate Interim Management (Employer's Right):

"In the event of the proprietor's death or incapacitation, and pending formal contractual arrangements with a successor, the Employer reserves the right to immediately take over the interim management of the housekeeping services, utilizing existing deployed staff and assets, to ensure continuity. The Contractor's estate shall cooperate fully in such interim arrangements, and any reasonable costs incurred by the Employer for such interim management shall be recoverable from the Contractor's outstanding dues or Performance Bank Guarantee."

2.31 Termination Clause for Proprietor's Death:

"The Employer shall have the right to terminate this contract with immediate effect in the event of the proprietor's death or permanent incapacitation, without prejudice to any other rights or remedies available to the Employer under this contract or law. The Employer shall then have the right to appoint an alternate contractor to complete the remaining scope of work at the risk and cost of the original Contractor's estate."

2.32 ठेकेदार द्वारा किसी चूक के कारण संविदा की समाप्ति के मामले में ठेकेदार से वसूल की जाने वाली क्षतिपूर्ति :

यदि कार्य/संविदा के पूरा होने से पहले किसी भी पक्ष द्वारा संविदा को समाप्त कर दिया जाता है तो यह माना जाता है कि, ठेकेदार निर्धारित समय अवधि और स्वीकृत विस्तार अवधि में उपर्युक्त कार्य को पूरा करने में विफल

रहे हैं। बचा हुआ या शेष कार्य सीधे बैंक द्वारा ठेकेदारों के जोखिम और लागत पर किया जाएगा। इस तरह की जोखिम और लागत राशि यानी ठेकेदारों की निविदा दरों के आधार पर लागत और कार्य पूरा करने के लिए बैंक द्वारा की गई नई संविदा की दरों के अनुसार प्राप्त राशि के बीच अंतर की गणना से प्राप्त राशि होगी। यह जोखिम और लागत राशि जो कि संविदा की जबरन समाप्ति और कार्य को पूर्ण करने में व्यर्थ हुए समय के कारण बैंक द्वारा उठाया गया एक प्रत्यक्ष वित्तीय नुकसान है, ठेकेदारों को देय किसी भी राशि जैसे अंतिम बिल की सकल राशि, निष्पादन बैंक गारंटी राशि, संविदा की अद्यतित परिवर्तित प्रतिभूति जमा (ईएमडी और आरएमडी) इसके अतिरिक्त सभी संपदा कक्षों / कार्यालय यानी संपदा कार्यालय, सीबीडी बेलपुर में लंबित किसी भी अन्य बिल / बिलों सहित के समक्ष देय राशि में से वसूल की जाएगी।

Compensation to be recovered from the Contractors in case of default on account of termination of contract:

If the contract is terminated from either of the party before completion of work/contract, it is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, CBD Belapur.

यदि ठेकेदार एक साझेदारी फर्म अथवा व्यक्ति हो If the Contractor is a partnership firm or an individual	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को नियोक्ता और ठेकेदार दोनों ने इस करार को निष्पादित करने हेतु हस्ताक्षर किया है और इसे दो प्रतियों में तैयार किया गया है। IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
यदि ठेकेदार एक कंपनी हो If the Contractor is a company	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और ठेकेदार दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा इसे दो प्रतियों में तैयार किया गया है। IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year

हस्ताक्षर खंड

Signature Clause:

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।

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

श्री /Shri

(नाम और पदनाम)/(Name and designation)

.....

की उपस्थिति में/in the presence of

(1)-----

(नाम और पदनाम)/ (Name & Designation)

संपदा विभाग/ Estate Department

भारतीय रिज़र्व बैंक,बेलापुर कार्यालय/ Reserve Bank of India, Belapur (गवाह/Witness)

(2)-----

(नाम और पदनाम)/ (Name & Designation)

संपदा विभाग/ Estate Department

भारतीय रिज़र्व बैंक,बेलापुर कार्यालय/ Reserve Bank of India, Belapur (गवाह/Witness)

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से हस्ताक्षरित किया जाना चाहिए।

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

निम्न की उपस्थिति में In the presence of:

(1)-----

पता/Address: -----

(गवाह/Witness)

(2)-----

पता/Address: -----

(गवाह/Witness)

नोट Note:

बैंक, ठेकेदार के साथ करार करने से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है।

Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

Annexure-2

Proforma of Bank Gaurantee for EMD/ BID Security

(On Non Judicial Stamp Paper of appropriate value)

Place : _____

Date : _____

Chief General Manager,
Reserve Bank of India,
Estate Cell,
CBD Belapur 400 416

Madam/ Sir,

Name of work: Providing and fixing self-adhesive vinyl film (Wooden Architectual Finishes)for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money

Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ Only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to six months from _____ (date of scheduled completion) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully,

For and on behalf of

_____ Bank.

Authorized official (with seal)

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

Annexure-3

Proforma of Bank Guarantee for Performance Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

BG. No.....
Amount:.....

Issue Date
Expiry Date.....

To:

The
Reserve Bank of India
Estate
.....

Dear Sir,

Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

Bank Guarantee For PERFORMANCE SECURITY DEPOSIT/ Retention Money

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the 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 upto _____ (60 days beyond the stipulated date of completion) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Email and Contact Number:

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

Witness 1

Signature

Name

Address

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

NOTES

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (herein after called " the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives.

***For Partnership Concerns**

M/s _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representative); the names of their partners being

(i) Shri _____ S/o. _____

(ii) Shri _____ S/o. _____

***For Companies**

M/s..... a company registered under the Companies Act, 1956 and having its registered office atin the State of (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

Place :

Date :

Signature of contractor with seal.

Annexure 4**FORMAT OF MEASUREMENT BOOK**

M.B.No. _____

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

Abstract of cost for Running/Final

Bill Running Bill No.

MB No.

Page No.

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

Annexure 5

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

Chief General Manager,
Reserve Bank of India,
CBD Belapur,
Navi Mumba- 400 614

Dear Sir

Name of Work: Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

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

Yours faithfully,

For _____

Authorised signatory

Name and Address of the Contractor:

Sign & Seal of the Contractor:

Date:

Place:

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED
SIGNATORY**

(On Non-Judicial Stamp Paper of appropriate value)

To
Chief General Manager,
Reserve Bank of India,
CBD Belapur,
Navi Mumba- 400 614

Dear
Sir/Madam,

Name of Work: Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise 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

Annexure-7

Proforma for providing input for NEFT Payment Mandate Form

Dear Sir,

I / We hereby give my / our consent to accept the payments of my / our bills through online e-payment system. My Bank details are as under:-

Particulars	Details
Name of Account holder	
Address of Beneficiary with e-mail	
Telephone / Mobile Nos.	
PAN Card No.	
Bank Name	
Branch Name & Address	
IFSC Code	
Account No.	
Type of A/c (CA/SB/CC)	
Contact details of Person In-Charge of Work (Name, Mobile No and Email Id)	
Registered under GST Act, 2017 (Yes/ No)	
GSTIN	
Composition Taxable (Yes/ No)	
Registered under MSMED Act 2006 (Yes/ No)	
UAN No. (If Registered as MSME)	

***NOTE:** It is mandatory to provide Cancelled Cheque and Copies of PAN Card, GST Registration Certificate and MSME Registration Certificate along with this form.

Place:

Date:

Seal and Signature of the contractor

Annexure-8

Proforma for Indemnifying the Employer against Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

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

Dear Sir/Madam

Name of Work: Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

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 _____

Authorised signatory

Annex 9

Proforma for Undertaking /Declaration /Certificate bythe Bidder regarding country sharing land border with India

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

Name of Work: Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes)for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

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

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

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable).

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

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

Signature and name of the authorized signatory of the Bidder with Stamp

Date:

Place:



भारतीय रिज़र्व बैंक Reserve Bank of India
संपदा कक्ष, सीबीडी बेलापुर Estate Cell, CBD Belapur

Address: H.H Nirmala Devi Marg, Sector-10, C.B.D. Belapur Navi Mumbai, 400 614.

Phone: 022 27523136 Email: estatebelapur@rbi.org.in

e-TENDER FOR

Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

Part II (Price Bid)

बोलीकर्ता का नाम/ Name of Bidder _____

पता/ Address: _____

Email Id: _____

Mobile No: _____

अनुमानित लागत / Estimated cost:	₹25.76 Lakh (Rupees Twenty Five Lakh Seventy Six Thousand only)
Date and time of e-Tender available for Downloading	From: August 12, 2026; 17:00Hrs
बोली पूर्व बैठक की तारीख Date, time, and venue of Pre-Bid meeting:	August 21, 2026; 15:00Hrs (Offline) Venue: Estate Cell, 2nd floor, Reserve Bank of India, H.H Nirmala Devi Marg, Sector -10, CBD Belapur, Navi Mumbai.
Last date of Submission of e-Tender	September 02, 2026; 12:00Hrs
Date of opening of e-Tender (Part-I)	September 02, 2026; 16:00Hrs

Name of the Work:- Providing and fixing self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats at RBI Officers' Residential Complex, Khargahar.

Unpriced Bill of Quantity

Item No	Description	Unit	Quantity	Rate including GST ₹	Amount Including GST ₹
1	Providing and fixing 200 micron (approximate) thick approved make self-adhesive vinyl film (Wooden Architectural Finishes) for sides of opening entrance to the dresser area of attached toilets in A, B/C & D type residential flats in various sizes in approved pattern & colour shade. The self adhesive film shall be fixed as per installation guidelines has recommended by the manufacturer and design /pattern of film as per the sample of work carried out in flat no, Tower-1 / flat no.901 & in Tower-6 / flat No.402. The self-adhesive film shall be pasted in proper line & level on existing painted wall surface as directed by the Bank's Engineer. The rate also includes preparation of surface by applying POP / putty for any depression and make the surface smooth, applying a coat of primer of approved make as per manufacturer's specification etc. The quoted rate is inclusive cost of application charges, tools & equipment to carry out the work, all taxes, insurance, transportation, wastages, scaffolding (wherever required), loading & unloading, labour, Contractor's profit, and overheads, etc.				

Item No	Description	Unit	Quantity	Rate including GST ₹	Amount Including GST ₹
	The Basic Rate for self-adhesive vinyl film is ₹1720.00 per sq.mt. (Excluding GST)				
a	"D" Type flat (Master room Toilet) Indicative measured area 29 sqft of self adhesive vinyl film per opening. Area of self adhesive vinyl film is indicative and may vary +/- 2 %.In this regard no additional payment or deduction shall be allowed for quoted rate.	Each	18	To be quoted on CPP Portal	
b	"D" Type flat (Guest room Toilet) Indicative measured area 15 sqft of self adhesive vinyl film per opening. Area of self adhesive vinyl film is indicative and may vary +/- 2%. In this regard no additional payment or deduction shall be allowed for quoted rate.	Each	18	To be quoted on CPP Portal	
c	"A" & "B/C" Type flat (Master room Toilet) Indicative measured area 23 sqft of self adhesive vinyl film per opening. Area of self adhesive vinyl film is indicative and may vary +/- 2%. In this regard no additional payment or deduction shall be allowed for quoted rate.	Each	335	To be quoted on CPP Portal	
Grand Total Including GST (In words)					

Note – The quoted rates shall be inclusive of all materials, labour, tools, tackles, Labour Cess (as applicable as per the Law/Act), all insurance and any other cost associated with work)

Place :-

Dated:-

Signature and seal of Contractor

MASTER BEDROOM - D/E Type Flat
(T-11901)



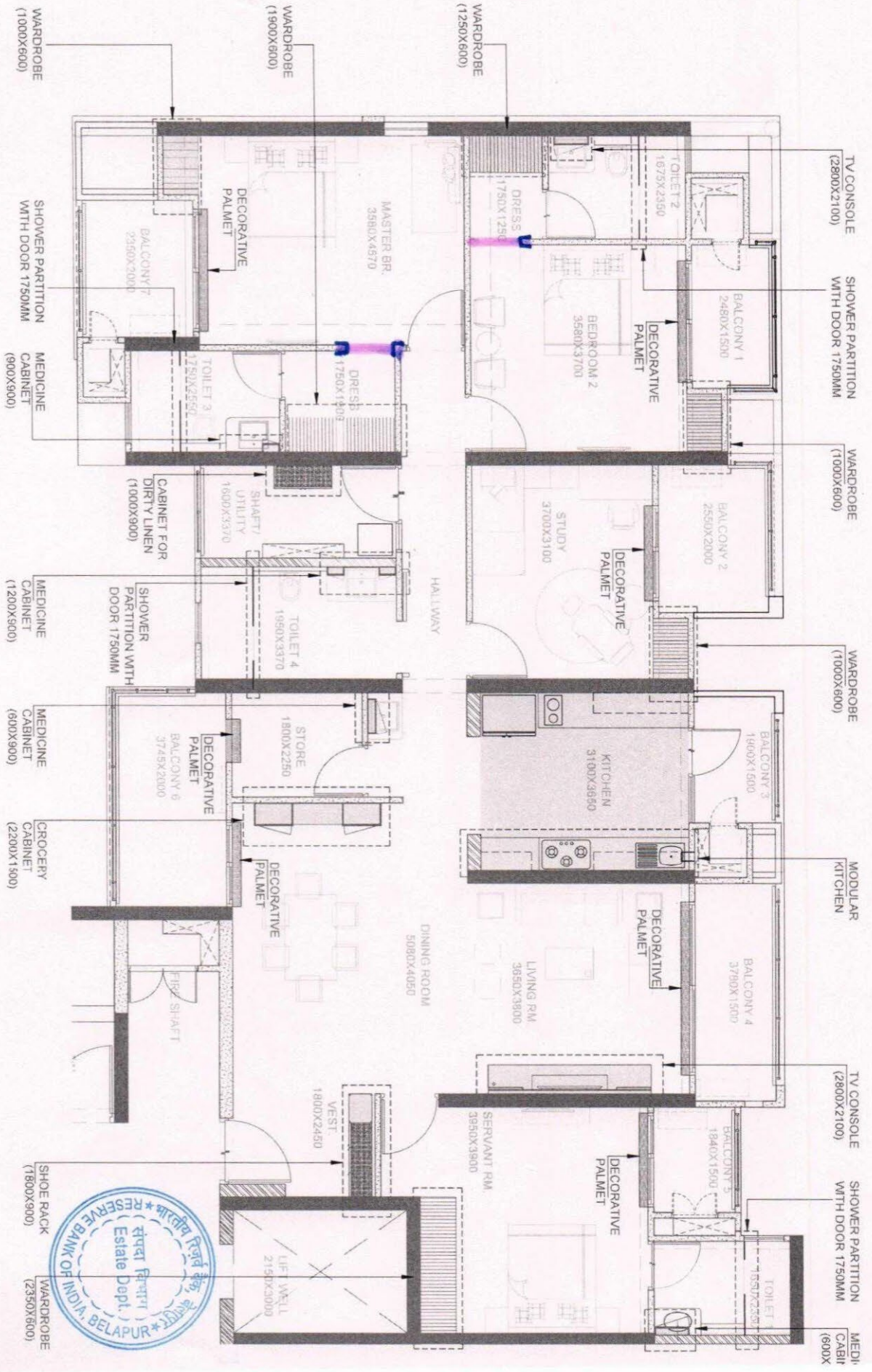
GUEST BEDROOM - D/E Type Flat
(T-1/901)



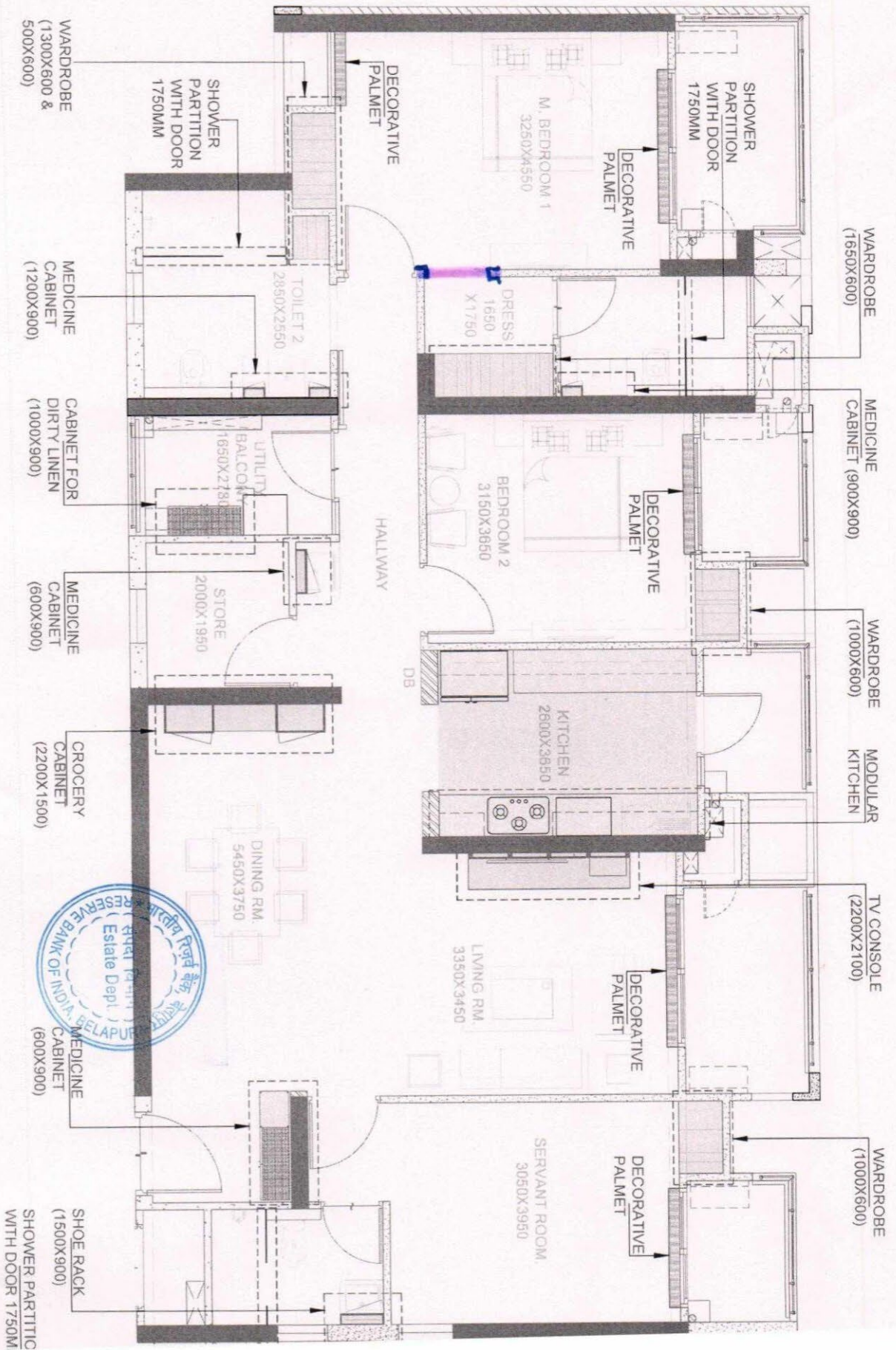
MASTER BEDROOM - A/B/C Type Flats (T-6/402)



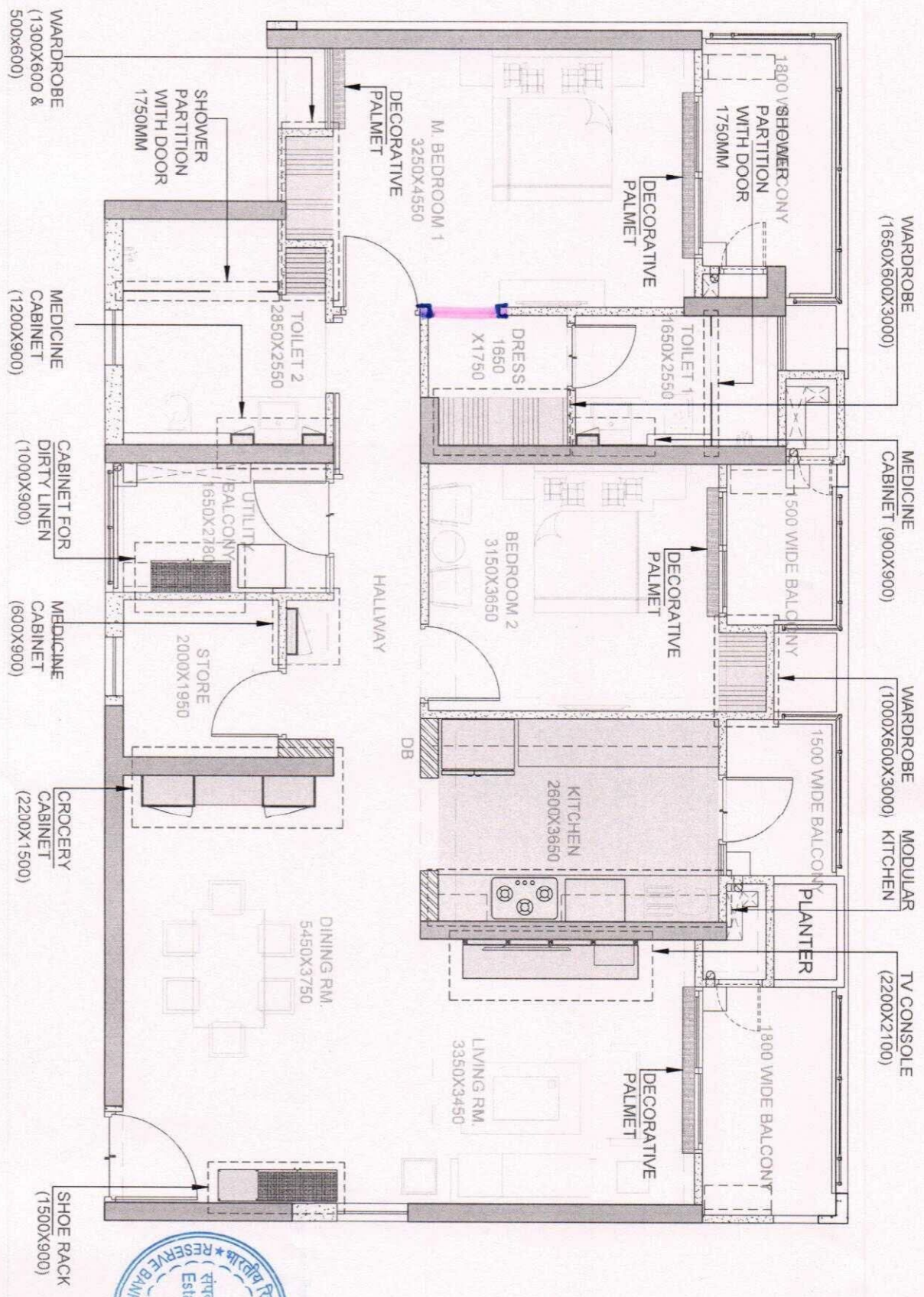
(D type Flat)



(B/c type floor)



(A Type Flat)



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