Reserve Bank of India
Estate Department
New Delhi

NOTICE INVITING TENDER (NIT)
(RBI/Delhi Regional Office/Estate/5/26-27/ET/201)

e-Tender for Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi

1. Reserve Bank of India, New Delhi (hereinafter referred to as "the Bank") invites e-tender for "**Creation of (1) One no's of Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi"** from eligible and willing Companies/ Agencies/ Firms. The time for completion of work will **be 60 days** from the 14th day of the date of issue of the Work Order, as per laid down Contractual obligations. **The cost of tender is estimated at ₹11.85 lakh** (Rupees Eleven Lakh and Eighty-five Thousand only) inclusive of all applicable GST/taxes & Contractor's profit and Overheads (CPOH).

2. This is a limited tender. Only vendors empaneled in RBI New Delhi under the category of "General Civil, carpentry and plumbing work of inside and outside buildings" in ₹10 to ₹25 lakh are eligible to apply. Only those firms who are registered on MSTC portal will be able to take part in the tendering process. The tender document for viewing /download will be available from July 02, 2026 at 05:00 PM onwards from the website www.mstcecommerce.com/eprocn/.

3. This is a two-part e-tendering process.

4. The duly filled in tender documents shall be uploaded on MSTC website https://www.mstcecommerce.com/eprocn/.

5. The timeline and other details of the tender are as follows:

Sl. No.	Item	Details
A	e-Tender No	RBI/Delhi Regional Office/Estate/5/26-27/ET/201
B	Name of work	E-Tender for "**Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi**"

C	Mode of Tender	e-Procurement System The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/). All interested bidders must register with MSTC Ltd through the above-mentioned website to participate in the tendering process.
D	Estimated cost of tender	**₹11.85 lakh** (Rupees Eleven Lakh and Eighty-five Thousand only) inclusive of all applicable GST/taxes & CPOH.
E	Date of NIT available to the parties to download	July 02, 2026 at 05:00 PM onwards
F	Date and Place of Pre-Bid meeting	Off-line on July 30, 2026 at 11:00 AM. Venue: Reserve Bank of India, Estate Department, 1st Floor, New Delhi.
G	Earnest Money Deposit (EMD)	NIL
H.	Date of starting of online submission of e-tender (proof of EMD, Techno-Commercial Bid and Price Bid) At https://www.mstcecommerce.com/eprocn/	July 30, 2026 at 05:00 PM onwards
I.	Date and time of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	August 11, 2026 at 02.00 PM
J	Date and time of opening of Part-I i.e., Techno-Commercial Bid	August 11, 2026 at 03.00 PM (in the presence of the authorized representative of the bidders who choose to be present)
K	Date of opening of Part II i.e., Price Bid	Part II (Price Bid) shall be opened on a subsequent date, and it would be intimated to qualified bidders through email. (In the presence of the authorized representative of the bidders who choose to be present)
L	Bid Validity	Three months (90 days) from the date of opening of the Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
M	Transaction Fee	**Charged by MSTC** **Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favor of MSTC LIMITED**

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

7. 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 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.

Regional Director
Reserve Bank of India
New Delhi

Reserve Bank of India
Estate Department
6, Sansad Marg, New Delhi-110001

Part - I

E-TENDER Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi

Name of Bidder:
____

Postal Address with Pin code:
____

Phone /Fax / Mobile No.:
____

Email Address:
____

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DISCLAIMER

Reserve Bank of India, New Delhi (hereinafter referred to as “the Bank”) has prepared this document to give background information on ‘**Creation of (1) One no’s Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi**’ to the interested bidders. While the Bank has taken due care in the preparation of information contained herein and believe it to be accurate, neither the Bank nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested bidders 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 the Bank in submitting the tender for ‘Creation of (1) One no’s Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi’’. The information is provided on the basis that it is non–binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors and the Bank reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable / schedule reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline to discuss the matter further with any bidder submitting the tender. No reimbursement of cost of any type will be paid to person(s) or bidder(s) submitting this tender for Creation of (1) One no’s Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi’’. In case of conflict of meanings between Hindi and English versions of the document, interpretation of English version will prevail.

Section I : Schedule of Tender (SOT)

The Schedule of e-Tender (SOT) is as follows:

Sl. No.	Item	Details
1.	e-Tender No	RBI/Delhi Regional Office/Estate/5/26-27/ET/201
2.	Tender Inviting Authority	Regional Director Reserve Bank of India Estate Department, New Delhi Tel No.: 011-23353075 Email id: gpcnewdelhi@rbi.org.in
3.	Name of work	E-Tender for "**Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi**"
4.	Location	6, Sansad Marg, New Delhi
5.	Mode of Tender	e-Procurement System The tendering would be done only through the e-Tendering portal of MSTC Ltd (https://www.mstcecommerce.com/eprocn/). All interested bidders must register with MSTC Ltd through the above-mentioned website to participate in the tendering process.
6.	Estimated cost of tender	**₹11.85 lakh** (Rupees Eleven Lakh and Eighty-five Thousand only) inclusive of all applicable GST/taxes & CPOH.
7.	Date of NIT available to the parties to download	July 02, 2026 at 05:00 PM onwards

8.	Date and Place of Pre-Bid meeting	Off-line on July 30, 2026 at 11:00 AM. Venue: Reserve Bank of India, Estate Department, 1st Floor, New Delhi.
9.	Earnest Money Deposit (EMD)	NIL
10.	Date of starting of online submission of e-tender (proof of EMD, Techno-Commercial Bid and Price Bid) At https://www.mstcecommerce.com/eprocn/	July 30, 2026 at 05:00 PM onwards
10.	Date and time of closing of online submission of e-tender (Techno-Commercial Bid and Price Bid)	August 11, 2026 at 02.00 PM
11.	Date and time of opening of Part-I i.e., Techno-Commercial Bid	August 11, 2026 at 03.00 PM (in the presence of the authorized representative of the bidders who choose to be present)
12.	Date of opening of Part II i.e., Price Bid	Part II (Price Bid) shall be opened on a subsequent date, and it would be intimated to qualified bidders through email. (In the presence of the authorized representative of the bidders who choose to be present)
13.	Bid Validity	Three months (90 days) from the date of opening of the Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
14	Transaction Fee	**Charged by MSTC** **Payment of transaction fee through MSTC payment gateway/NEFT/RTGS in favor of MSTC LIMITED**

Section-II

Important instructions regarding e-tender

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

Bidders are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting their online tender.

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with https://www.mstcecommerce.com/eprocn/
Register as Vendor -- Filling up details and creating own user id and password →Submit.
For further details, go to Download Guide / Video / Registration.
2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details (MSTC Ltd.):

a) **MSTC HO Central Help Desk No.:** 07969066600

Email: helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability: 9:30 AM to 5:00 PM on all Working Days for all Technical issues eTenders, System settings etc.

b) Contact person (North Regional Office – Delhi):

(i) ARCHANA, MANAGER, MSTC Ltd., NRO
Mobile- 9990673698
Email- nroopn10@mstcindia.in

(ii) Mrs. RUPALI PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO
Mobile – 9458704037
Email – nroopn11@mstcindia.in

(iii) Mr. MANOJ PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO
Mobile – 9727700986
Email - nroopn8@mstcindia.in

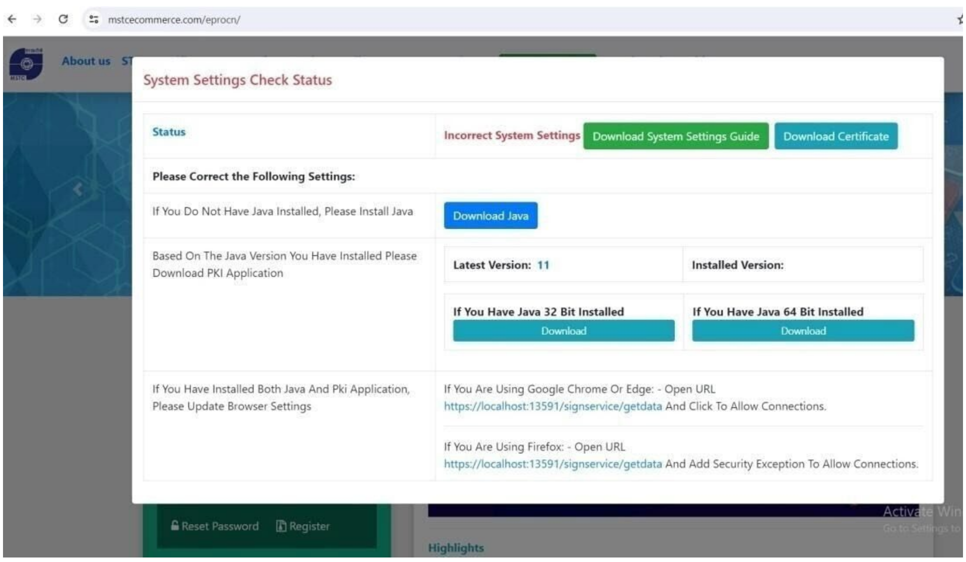
Address	Mail ID	Contact
30/31A Jeevan Vikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard), New Delhi - 110 002	mstcnro@mstcindia.in	(011) 23212357, (011) 23215163, (011) 23217850

(iv) Contact person at RBI, New Delhi

i. Sh. Sanjay Kumar, Assistant General Manager
Contact No.:011-23353075
Email: gpcnewdelhi@rbi.org.in, estatenewdelhi@rbi.org.in
ii. Sh. Suresh Singh, Manager
Contact No.:011-23353075
Email: gpcnewdelhi@rbi.org.in, estatenewdelhi@rbi.org.in

Guide for application process-

1.System Requirement:
For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available https://www.mstcecommerce.com/eprocn/



2. Special Note towards Transaction fee:

The vendors shall pay the transaction fee to MSTC using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog" through their login. Bidder/Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized.
Transaction fee is non-refundable. A vendor will not have the access to online e- tender without payment of the transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

3. The vendors are required to ensure that their corporate email-ID provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in e-tender:

Note: Vendors are instructed to use "Upload Documents" link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
Once documents are uploaded in the library, vendors can attach documents through "Attach Document" link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any, are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.
b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website https://www.mstcecommerce.com → e-procurement → New Common Portal → Login →

Bid Floor Manager→ live event →Selection of the live event→ Transaction fee->Common terms->Attach Documents->Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and “Common Terms” tab enabled in their login.

Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the “Attach Documents” and/or saving “Common Terms” step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c)First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click ‘save’ for recording their Techno-Commercial bid. Once the same is done, the “Price Bid” link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid and price bid has been saved, the bidder can click on the “Final Submission” button to register their bid.

NOTE: - After clicking the final submission “Delete bid” option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

f) The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above.

g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding Contract between Buyer and the Bidder for execution of supply/work. Such successful Bidder shall be called hereafter SUPPLIER/CONTRACTOR.

h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.

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

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

k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

Section III – General Rules and Instructions to Bidders

Section III (a) - General Instructions to bidders

1.	**Definitions**
	Clause 1 of Section IV (b) details Definitions which shall apply to the entire Tender Document.
2.	**Clarifications and pre-bid meeting**
	i. Bidders requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise queries during the pre-Bid meeting. The queries should be sent before the commencement of the pre-Bid meeting. ii. The bidders' designated representatives are invited to attend a pre-Bid meeting on the date indicated in SOT. The purpose of the meeting will be to clarify issues and to answer queries which may be raised at that stage. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder. However, no queries related to the tender may be entertained after the pre-bid meeting. Any tender received with any deviation/ Condition is liable for rejection.
3.	**Site Visit**
	The bidder is required to execute the work of **Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi as** indicated in this document {Section-IV (a)} and is advised to visit and acquaint himself/herself with the site conditions. The cost of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the premises and is aware of the operational and site conditions prior to the submission of the tender documents.
4.	**Amendment to Tender document**
	(i) At any time prior to the deadline for the submission of tender/bids, the Bank 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 the same will be uploaded on RBI's website (https://rbi.org.in/Scripts/BS_ViewTenders.aspx). (ii) The said amendment in the form of the addendum/ corrigendum shall be binding on all the bidders. The addendum (s), if any, issued will form part of the Contract document. (iii) To afford prospective bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for submission of bids.

5.	**Debarment**	
	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: (i) 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 party or its property to influence the procurement process. g. obstruction of any investigation or auditing of a procurement process. h. making false declarations 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.
	(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/ Bharatiya Nyaya Sanhita 2023 (BNS) 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.
	The bidder has to submit an undertaking in the format provided in Annexure IV.	
6.	**Preparation of bid and Cost of bidding**	
	i. The bidder must obtain for himself on his/her own responsibility and at his/her own expenses all the information which may be necessary for the purpose of making a tender and for entering into a Contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. ii. The bidder shall be deemed to have carefully examined the work and site conditions including labour, the General rules and instructions to the bidders, the general and specific conditions of Contract, and carried out his/her own investigations to arrive at the rates quoted in the tender. In this regard, he/she will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy. iii. Bids and all accompanying documents shall be in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.	
7.	**Format to be used**	
	The bidder must fill up, sign and upload only the tender forms/formats issued by the Bank, stating the rates at what he/she is willing to undertake the work in MSTC portal. 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. All requisite information, documents etc. shall also be uploaded on the MSTC portal only.	
8.	**Item Rate Tender**	
	The Bidder should note that unless otherwise stated, the tender is strictly on item rates basis, and his/her 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 of plus (+) or minus (-) 25% of the specified quantities of each item in the Schedule of Quantity.	

9.	**Filling of rates**
	i. 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 in figure(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.	**Undertaking on Legal Actions / Litigation / Arbitration by the Bidder**
	The bidder must warrant that there is **no legal action** being taken against it for any cause in any legal jurisdiction. If such an action exists and the bidder considers that it does not affect its ability to deliver the requirements as per the Tender Document, it shall provide details of the action(s). The bidder shall also provide details of works where **civil lawsuit / litigation/ arbitration cases** were/are initiated. The bidder shall give the above details as per proforma given in Annexure V.
11.	**Signing of Bid, Power of Attorney**
	i. 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/her to sign the Bid documents, make corrections/ modifications thereto and interacting with the Bank and act as the contact person. The proforma of the power of attorney shall be as per Annexure II. ii. Each of the tender documents should be digitally signed by the authorised person submitting the tender in token of his/her acquainted himself/herself with the General Rules and Instructions to bidders including eligibility criteria, General and specific Conditions of Contract, and other terms and conditions etc. as laid down.
12.	**Modification / Substitution/ Withdrawal of Bids**
	No modification or substitution or withdrawal of the submitted Bid shall be allowed after the due date and time of submission of the tender as specified in NIT/SOT.
13.	**Bid Due Date**
	Bids should be submitted online on MSTC portal on or before the stipulated time and date as specified in NIT / SOT. The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.
14.	**Late bids**
	No bid will be accepted after the due date and time specified for submission of bids in NIT / SOT or after the extended Bid due date, if any.

15.	**Bid Validity**
	Tender shall remain valid for acceptance by the Bank for a period of three months (90 days) from the date of opening of the tender (Part I), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
16.	**Acceptance of Tender and Award of Work**
	(i). On receipt of intimation from the Bank of the acceptance of the tender, the successful bidder shall be bound to implement the Contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign the Contract consisting of: - (a) Articles of agreement in format prescribed in Annexure VI (to be signed in Bilingual form) on non-judicial stamp paper/s of appropriate values in accordance with the Stamp laws in force in Delhi/ New Delhi. 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 Bank. (b) the notice inviting tender, all the documents forming the tender as issued at the time of invitation of tender, corrigenda issued, if any, minutes of pre-bid meeting and acceptance thereof together with any other correspondences leading thereto. (ii) No payment for the work done will be made unless the Contract is signed by the successful bidder. Thus, the first bill shall not be accepted for making payment before signing of the Agreement in Format (to be signed in Bilingual form).
	(iii) Further, the written acceptance by the Bank of a tender will constitute a binding Contract between the Bank and the successful bidder, whether such formal agreement is or is not executed subsequently. (iv) The successful bidder shall take over the entire work within five days of notification of work or later as decided by the Bank.
17.	**Time for Completion of Work**
	Time allowed for carrying out the work is 60 days from the 14th day from the date of issue of the work order. If the contractor fails to complete the work within the specified period, they/he shall be liable to pay **liquidated damages** at the rate of 0.25% of contract amount per week subject to a maximum of 10% of the contract amount for the entire work. The tenderer shall prepare a detailed work program (considering activity in bar chart), which shall be approved by the Bank's Engineer.
18.	**Taxes / Duties / Levies**

	i. Goods and service tax (GST), 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. ii. The amount quoted in the Price bid shall be inclusive of all taxes including Goods and Service Tax, duties, levies and royalties or any other tax levied by Central and State Governments.
19.	**Bank's right to accept or reject any or all the bids**
	i. Notwithstanding anything mentioned above, the Bank 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 Bank shall not assign any reason for rejection of any or all Bids. ii. The tenders which are not in consonance with the Central Minimum Wages Act and / or any other Labour laws will be treated as invalid.
20.	**Land Border Clause -**
	Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No. 6/18/2019-PPD dated July 23, 2020, by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revision shall be mandatory. In this regard, bidder shall submit a copy of undertaking/Declaration/Certificate on their letterhead duly sealed and signed by the authorized signatory as per the format given in (Annexure - VII). If the Undertaking/Declaration/Certificate submitted by the bidder is found to be false, work order will be immediately terminated and legal action in accordance with law including forfeiting of Earnest Money Deposit/Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.
21.	**Retention Money / Security Deposit**
	i. An amount of five per cent (5%) of the value of the work done will be deducted by the Bank from each payment to be made to the Contractor towards Retention Money. ii. Release of Retention Money: On completion of Defect Liability Period and after Rectification of the defects pointed out during the Defects Liability Period. iii. The amount retained by the Bank shall not bear any interest.
22.	**Performance Bank Guarantee**

	Performance Bank Guarantee (PBG) for an amount equal to five per cent of the Contract Amount from a scheduled bank in the proforma at Annexure VIII or an amount equivalent to PBG through online mode (NEFT / RTGS) shall be submitted by the successful bidder within 14 days of award of work. Further details of the PBG are provided in clause 2 of Section IV(b).
23.	**Bill payment**
	Final bill will be raised after completion of work with no provision for running account bill.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: Authorized Signatory (With Name/Designation and Seal)

Section III (b) – Evaluation of Bids

(i) The bidder with the lowest price (L1) shall be considered for the Award of Contract.

(ii) In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise his/her bid on lower side, his/her original bid shall remain valid for further processing. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount of two or more bidders received in the revised offers is again found to be equal, then the firm with the highest annual turnover in FY2024-25 shall be considered for the award of contract.

(iii) The Bank is, however, not bound to accept the lowest or any tender and reserves the right to accept any tender either in full or in part.

(iv) The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: Authorized Signatory (With Name/Designation and Seal

Section IV (a) - Scope of work

Details about the works to be carried out have been mentioned below -

<u>NAME OF WORK</u>: - **Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi**.

1. Civil Works & Foundation

The contractor is responsible for the structural integrity of the watch tower starting from the sub-strata.
Excavation & Ground Preparation: Excavation in all type of soil (including soft rock) to the specified depth. Bottoms must be dressed, levelled, and rammed includes dewatering and off-site disposal of surplus earth.
Levelling Course (PCC): Laying of M15 (1:2:4) concrete, 50mm thick, to create a uniform base for the pedestals.
RCC Pedestals (M25 Grade): Construction of 600x600x1000mm pedestals using M25 (1:1:2) concrete. Use of mechanical vibrators is mandatory to ensure zero honeycombing.
Reinforcement: 4 nos. 12mm dia vertical TMT bars (with 150mm L-bends at both ends) and 8mm dia. ties (9 nos. per pedestal).
Precision J-Bolt Integration: Installation of 20mm dia HT steel J-type anchor bolts (min. 450mm embedment).
Rigid Templates: Use of steel templates during pouring is mandatory to ensure center-to-center accuracy for the tower base plate.
Protection: Threads must be greased and covered during concreting.

2. Structural Steel (MS) Fabrication

This section covers the "View Cutter" sheets for the inner boundary wall of security area and the **01 nos. "Watch Tower**."
Material Standards: Only ISI-marked steel from TATA, SAIL, Jindal Hisar, JSL or approved equivalent is permitted.
Fabrication & Welding: Use of MS angles, Tees, Channels, sheets and flats as per design specified by the Bank.
Welding: Continuous "running fillet" welding is required. Spot welding is not acceptable for joints.
Components: Includes the tower frame, the view cutter sheets for the inner boundary wall, and the integrated staircase/access ladder.
Anti-Corrosion Coating: Surface Preparation: Use of Wire brushing / sandpaper to remove rust/mill scale.
Priming: One coat of Zinc Chromate metal primer.
Finishing: Two coats of first-quality synthetic enamel paint (shade to be approved by the Bank).

3. uPVC windows and doors

All joinery must be factory-made to ensure fusion-welded corner strength.
Fixed Windows: Multi-chambered white uPVC profiles (45x45mm) reinforced with 1.6mm galvanized steel.
Glazing: 12mm toughened glass secured with EPDM gaskets and uPVC glazing beads with a hole of 200mm dia in center of the glass.
Casement Doors: Heavy-duty profiles (Frame: 67x64mm / Sash: 67x110mm) with 2.3mm wall thickness.
Hardware: 3D hinges for 3-way adjustment, multi-point locking transmission gears, and zinc-alloy powder-coated handles.
Sealing: Gaps between the uPVC frame and the MS structure must be filled with weatherproof silicone sealant over a backer rod.

4. Roofing & Security Perimeter

Roofing (Mangalore Tile Profile): Installation of 0.5mm thick PPGL/PPGI sheets.
Fixing via EPDM-headed self-drilling fasteners to prevent leaks.
Includes all ridges, hips, and valley gutters for a water-tight finish.
Concertina Coil Fencing: 600mm diameter punched tape concertina coil (R.B.T.).
Mounted on Y-shaped angle irons spaced at 2m intervals.
Support provided by 9 horizontal rows of reinforced barbed wire, secured with G.I. clips and staples.

5. General Terms & Quality Control

Measurement: Payment is strictly on net weight/area. No allowance for wastage, nuts, bolts, or welding consumables.
Workmanship: Any structural lapses or poor welding will result in a penalty.
Site Inspection: The vendor is deemed to have visited the site and accounted for all "leads and lifts" (vertical/horizontal transport of material).
Curing: All concrete works must be cured for a minimum of 7 to 14 days before loading the structure.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: Authorized Signatory (With Name/Designation and Seal)

Section IV (b) General Terms and Conditions of the Contract

Sl. No.	Clauses
1.	**Definitions**
	(a) 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 Bank and the Contractor, together with the documents referred to therein including the General and Specific Conditions of the Contract, General Rules and Instructions to Bidders, correspondences exchanged, and instructions issued from time to time by the Bank. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another. In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: - i. "Agreement" means the agreement signed between the Contractor and the Bank for the execution of the work. ii. "Site" means RESERVE BANK OF INDIA, 6 Sansad Marg, New Delhi 110001. ii. "Work" means "Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi" and all related/allied works. iii. "The Bank" means Reserve Bank of India, 6, Sansad Marg, New Delhi – 110001. iv. "Tender document" shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work. v. "Day" shall mean Calendar Day vi. "Working Day" shall mean days when the Bank's office is working *i.e.,* Days excluding public holidays, Saturdays, and Sundays. vii. "Month" shall mean the calendar month. viii. "Year" shall mean Financial Year ix. "Bidder (s)" shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document. x. "The Contractor" shall mean the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legal 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.

	xi. "The Authorized representatives of the Bank" means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work. xii. The Engineer-In-Charge means the Engineer Officer employed and paid by the Bank and acting under the orders of the Bank who shall supervise and be InCharge of the work. xiii. "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 Bank. xiv. "Contract Amount" shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned as per the requirement in tender document and as accepted by the Bank and indicated in the letter of award of work. xv. "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 written notice. xvi. "Writing" includes any written paper document, e-mail correspondence and any electronic message. xvii. "Commencement of work" shall mean the date specified as 'commencement date' in the work order.
2.	**Performance Bank Guarantee**
	(a) The Contractor shall submit an irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank in favor of Reserve Bank of India, New Delhi for an amount equal to five per cent (5%) of the Contract Amount (inclusive of GST) valid for 60 days beyond the Contract expiry date in the prescribed format (Annexure-VIII) **or an amount equivalent to PBG through online mode (NEFT/RTGS)** for successful execution of the Contract within 14 days of date of award of work. i. Time allowed for submission of PBG from the date of award of work – 14 days. ii. Maximum allowable extension of time for submission of PBG beyond the period specified in (i) above without penalty – 7 days. iii. Maximum allowable extension of time for submission of PBG beyond the period specified in (ii) above with late fee @ 0.1 per cent of the amount of Performance Guarantee per day – 7 days. (b) **Release of PBG:** The PBG shall be released without interest after virtual completion of work only after being satisfied of the successful

	completion of the Contract and no liabilities from the Contractor or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc. (c) **Forfeiture of PBG**: PBG shall be forfeited in case of. (i) Non-commencement of work (ii) non- performance of Contract obligations or failure to comply with any of the conditions of the Contract (iii) as per Clause 25 of Section IV (b).
3.	**Works to be carried out**
	(i) The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labor, 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 labor necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles. (ii) 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 “the Bank’s Instructions” in regard to: (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work. (b) Any discrepancy in the drawings or amongst the Schedule of Quantities and/or drawings and/or specification.

	(c) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor. (d) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications. (e) The dismissal from the works of any persons employed by the contractor thereupon. (f) The opening up for inspection of any work covered up. (g) The amending and making good of any defects noticed and reported during Defect Liability Period. (iii) The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the 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 Bank's Instructions within the scope of the Contract.
4.	**Sufficiency of Tender**
	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 Price bid, 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.
5.	**Liquidated Damages**
	If the contractor fails to maintain the required progress of work or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Bank on account of such breach, pay liquidated damages at the rate of 0.25% of contract amount per week subject to a maximum of 10% of the contract amount for the entire work. 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 Bank.
6.	**Variations to be approved by the Bank**
	The Contractor shall get approval from the Bank before executing the quantity of variation item/s. The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The Bank shall not be liable for payment of such variations until these statements are sanctioned by it.
7.	**Authorities, Notices and Patents**

	The contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose, systems the structure is proposed to be connected, and shall, before making any variations form the drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or by-laws in question. The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, regulations or byelaws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Bank's Engineer. The contractor shall indemnify the Bank against all claims in respect of patent rights, and shall defend all action arising from such claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.
8.	**Setting out of Work**
	The Contractor shall set out the works and shall be responsible for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If the contractor fails in their role, any errors/ defects it shall be rectified at his own expense to the satisfaction of the Bank's Engineer.
9.	**Materials & workmanship to conform to Specification.**
	All materials and workmanship shall be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange and carry out test of any materials as per the instructions of the Bank's Engineer through the reputed laborites prior to use in the work.
10.	**Dismissal of workmen**
	The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Consultant
11.	**Access to Work**

	The Bank, the Bank’s Engineer and their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank, the Bank’s Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Bank or the Bank’s Engineer except the representatives of public authorities shall be allowed on the works at any time.
12.	**Assignment and Subletting**
	The whole of the works included in the Contract shall be executed by the contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part / share thereof or any interest therein without the prior written consent of the Bank and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active supervision of the works during their Contract.
13.	**Identification of Deployed Staff**
	The Contractor shall submit details such as names, parentage, residential address, age etc. along with recent photograph and an Officially Valid Document (OVD) like PAN, Aadhar Card, Driving License etc. of the persons deployed by him/her.
14.	**Police Verification**
	No staff shall be deployed by the Contractor without police verification. The antecedents of staff deployed shall be got verified by the Contractor from local police authority.
15.	**Alterations, additions, omission etc.**
	No alteration, omission or variation shall invalidate this Contract but in case the Bank’s Engineer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank’s Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank’s Engineer with the prior approval in writing, and the same shall be added to or deducted from the Contract Amount, as the case may be.

	The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of the work if the quantities exceeds by more than 25% of the tender quantities, the quantity of such items executed, by the authority of the Engineer of the project and with the concurrence of the Bank, in excess of 25% of the tender quantity shall be considered as extra item of work for which contractor shall submit fresh rates supported by rate analysis worked on actual cost basis +15% towards the establishment charges, contractors overhead & profit .The rates for all such items of work ,being current ones, will not be eligible for price adjustment due to increase or decrease in prices or materials and labor rates as per escalation formula, if any ,given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of Bank, the contractor shall not be entitled to any claim on this account. The contractor has to prepare all required & working drawing /design as per specifications (Colour drawings in 2D &3D) without any cost and for the same need to take approval from the Bank before execution. **Price adjustment for basic rate of material:** Price adjustment will be made only on the actual quantity measured. The price adjustment will be made for the difference between the basic rate and the actual market / material purchase rate and 15% profit thereon in the rate quoted for respective item in the tender. Basic rate indicates cost of material at site excluding GST, transportation charges, sales tax, excise/custom duty, VAT, SAT, Octroi or any other tax and duty or other levy charged by the Central Government or State Government or local authority as applicable. Adjustment in rates in case of difference in Basic price of material If there is difference in Basic price of material, the quoted rates for item including fixing / installation / laying etc. of that items, will be adjusted as below- Revised rates = Rates quoted in the tender + (Actual basic rate of approved material – basic rates mentioned in the tender) X CPOH @ 15% **Note:** CPOH is the 15 % of the difference in basic prices of material Necessary documents (purchase voucher/cash memo) for verification of the rates need to be supplied before commencement of work at site.
16.	**Measurement of works**

	The following procedure shall be adopted for taking & recording the Measurements of works: i. The measurements shall be recorded by the Contractor, and a hard copy shall be submitted to the department. All entries shall be made exactly as per the extant procedure for recording conventional MBs/CMBs. ii. These measurements shall be then 100% checked by the junior Engineer/ AM (Tech). If Junior Engineer/ AM (Tech) is not available, the AM (Tech) Mgr.(Tech) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, into his draft computerized measurements and submit to the department the corrected computerized measurement in the form of a book, duly hard bound with its page machine numbered. All the pages of this computerized MB shall have full signature with date of the authorized official of the contractor and the official of the bank with name and designation. iii. The test checking of these computerized measurements shall be carried out by the concerned officials as per extant instructions. This book shall be treated as computerized Measurement Book. The concerned official shall record the necessary certificates for their checks and test checks as per the extant procedure in the computerized MB. It shall be the responsibility of the concerned officials to ensure that all the corrections have been incorporated in the computerized MB before they record their certificates. iv. All measurements shall be taken in accordance with the Mode of Measurements detailed in the IS 1200 if not specified in the contract. Should the Contractor not attend or neglect or omit to take the measurements then the measurements taken by the Bank's Engineer, or a person approved by him shall be taken to be correct measurements of the works.
17.	**Prices for extra Items**
	No claim for an extra item shall be allowed unless it shall have been executed by the authority of the Bank's Engineer's with the concurrence of the Bank as herein mentioned. Any such extra item is herein referred to as authorized extra item and shall be made in accordance with the following provisions. (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein. (ii) Rates for all extra items, wherever possible, should be Derived out of the rates given in the Priced Schedule of Quantities. (iii) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the

	conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate of price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances it shall think reasonable and proper with the prior approval in writing of the Bank. (iv) Where extra work cannot be properly measured or valued, the Contractor shall be allowed to claim the same based on actual cost incurred on labor wages and material consumed. Contractor shall submit proper rate analysis, invoices, and proof of payment for the said claim which shall be verified by the Bank's Engineer. (v) The measurement and valuation in respect of the contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works. (vi) It is further, clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates, supported by rate analysis worked on the "actual cost basis", plus 15% towards establishment charges, contractor's overhead, and profit. Such items will not be eligible for escalation.
18.	**Unfixed materials to be the property of the Bank**
	Where in any Certificate (of which the Contractor has received payment), the Bank's Engineer has included the value of any unfixed materials intended for and /or placed on or adjacent to the works and such materials shall become the property of the Bank. They shall not be removed except for use upon the works, without the written authority of the Bank's Engineer. The Contractor shall be liable for any loss of or damage to, such materials.
19.	**Removal of improper works**
	The Bank shall, during the progress of the works, have power to order in writing from time to time the removal of the works within such reasonable time or times as may be specified in the order, or any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer , the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction of the Engineer-In-Charge. The Contractor shall carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the Bank shall have the

	power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Bank from any money due, or that may become due, to the Contractor.
20.	**Certificate of virtual completion & defects liability period.**
	The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The Defects Liability Period shall be valid for 12 months from the date of Certificate of virtual completion.
21.	**Defects after virtual completion of work**
	Any defect or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank from any money due or that may become due to the Contractor. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.
22.	**Other persons employed by the Bank**
	The Bank 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 Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

23.	**Insurance in respect to damages to persons and property** (i) 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 SubContractor or any of their employees. The liability under this clause shall cover also 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 Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. (ii) The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Bank, an All Risk Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the Bank and the contractor (the name of the former being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the Bank before commencing the works. (iii) The Contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person in respect of anything which 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 approved by the Bank a policy of Insurance in the joint names of the Bank and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be ₹5 lakh per person for any one accident or occurrence and ₹2 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of ₹25 lakh. The contractor shall also indemnify the Bank against all claim which may be made upon the Bank, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or 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 Bank, a policy of insurance against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract. In case of default by the contractor in providing the above insurance, the Bank may insure and may deduct the premiums paid from any moneys due or which may become due to the contractor. (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. (v) The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall, however, not be entitled to reimbursement by the Bank of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein. (vi) 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. In the event of a contractor's failure to obtain or renew insurance policies, the Bank will arrange for the insurance cover upon issuing a written notice to the contractor, and the associated premium may be recovered from the dues payable to the contractor.
24.	**Delay and Extension of time**
	If in the opinion of the Bank's Engineer, the works are delayed: (a) by force Majuro or (b) by reason of any exceptionally inclement weather or (c) by reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works of delays of other Contractors or Tradesmen engaged or nominated by the Bank or the Bank's Engineer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's Engineer's instructions or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor having not received in due time necessary instructions from the Bank's Engineer for which he specifically applied in writing or

	(h) from other causes which the Bank's Engineer may certify as beyond the control of contractor or in the even the value of work exceed the value of the priced scheduled of quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Bank make a fair and reasonable extension of time for completion of the Contractor Works; in case of such strike or lockout the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work. The contractor fails to complete the work within stipulated timelines then he is solely responsible for obtaining extension of for the work and to comply all the statutory compliances, like extension of all insurance policies etc.
25.	**Termination of Contract by the Bank** If the contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall within seven days after notice to him requiring him to show that he is able to carry out and fulfill the Contract to the reasonable satisfaction of the Bank's Engineer and to give security therefore, if so required by the Bank's Engineer. Or if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor. Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor. Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained. Or shall charge or encumber this Contract or any payments due of which may become due to the Contractor hereunder. Or if the Bank's Engineer shall certify in writing to the Bank that the Contractor, i. Has abandoned the Contract or ii. Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer notice to proceed or iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or iv. Has failed to remove materials from the site or to pull down and replace work for seven days after receiving the Bank's Engineer

	written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions, or v. Has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same. Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the Contract had not been so terminated, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its 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 of using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owning to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.
26.	**Termination of Contracts by Contractor**
	If the payment of the amount payable by the Bank under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as a foresaid shall have been given by the Contractor to the Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contractor, or if the works be stopped for three months under the order

	of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at Liberty to terminate the Contract by notice in writing to the Bank through the Bank's Engineer , and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed.
27.	**Certificates and payments**
	a) when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Bank in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as " the Defect Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided that any Certificate issued by the Bank's Engineer during the progress of the works or at or after their completion shall not relive the contractor from his liability and not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall in itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding. b) The Contractor has to submit along final bill, a statement showing the details of all the building materials procured by him up to the date of the bill for verification of the same before settlement of such bills by the Bank. c) The Bank's Engineer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction. The Bank's Engineer may make any correction in any previous Certificate which shall have been issued by him.

	d) No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate. Payment upon the Bank's Engineer's Certificate shall be made within a period of 45 days.
28.	**Right of Technical Scrutiny of Final Bill**
	The Bank shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the Bank and the final bill of the Contractor including all supporting vouchers, abstracts, etc. If as a result of these examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recovery the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the RESERVE BANK OF INDIA.
29.	**Recovery of Compensation paid to Workmen.**
	In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof, the Bank is obliged to pay compensation to a workman employed by the contractor, in execution of the works, the Bank shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under the provisions of the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the contractor whether under this contract or otherwise. The Bank shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to the Bank full security for all costs for which the Bank might become liable in consequence of contesting such claim.
30.	**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/sole proprietor, dies, the Bank shall have the option of terminating the contract without any liability for such termination and compensation to the contractor.
31.	**All relevant Statutory Laws to be complied by the Contractor**
	(a) The Contractor shall comply with the provisions of all relevant laws in connection with the work as may be applicable viz • Contract Labour (Regulation and Abolition) Act, 1970. i. Code on Wages, 2019 ii. Industrial Relations Code, 2020 iii. Code on Social Security, 2020

	iv. Occupational Safety, Health, and Working Conditions Code, 2020 (OSHWC Code, 2020) v. Employer's Liability Act, 1938. vi. Child Labour (Prohibition and Regulation) Act, 1986. vii. Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 vii. and/or any other act / law as applicable (b) The deployed staff/workers shall be the employees of the Contractor and all statutory liabilities under the aforesaid Acts/ Rules/Regulations/ Statutes will be paid by the Contractor. The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the aforesaid Labour codes, statutes, or any other applicable law in force during the currency of the Contract. (c) The Contractor should be registered with the concerned authorities of Labour Department under the OSHWC Code, 2020 and Delhi Works Contract Act (wherever applicable). (d) The Contractor shall comply with all municipal and other regulations and shall obtain necessary licenses and permits, including licenses under OSHWC Code, 2020 etc. at his/her own cost. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments. The Contractor shall be responsible for the liaison and follow-up with all the statutory authority concerned for this purpose. (e) The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years. In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.
32.	**Compliance with PF and ESI Regulations Code on Social Security, 2020**
	The Contractor shall pay the employer’s contribution with regard to Provident Fund and Employee State Insurance Fund as per the provisions of the ‘Employees Provident Fund and Miscellaneous Provisions ACT, 1952 and Employees State Insurance Act, 1948”. The Contractor must deposit the ESI and EPF contribution locally in Delhi only and he/she must ensure that all his/her employees are given ESI Card and EPF Card immediately. In any eventuality, if the Contractor fails to remit employee/ employer’s contribution towards PF/ ESI subscription etc. within the stipulated time, the Bank will be entitled to recover the equal amount from any money due or accruing to the Contractor under this agreement or any other Contract with the Bank and remit the same to concerned authorities duly furnishing particulars of personnel deployed in the Bank.

	In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.
33.	**Compliance with Laws/ Regulations Code on Minimum Wages**
	(a) Minimum wages as prescribed by Central Government in the Minimum Code on Wages Act, 1948 / 2019 will be applicable. The contractor have to provide basic amenities like drinking water, first aid facility, etc. to their employees as per Contract Labour (Regulation and Abolition) Act, 1970OSHWC Code, 2020. the Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns. (b) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Contractor. (c) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Contractor by deducting the same from the amount payable to the Contractor or from the Performance Bank Guarantee. In the event that any applicable law or act is amended, modified, substituted, or superseded by subsequent legislation, the amended, modified, substituted, or superseded provisions shall be deemed to apply in lieu of the existing provisions.
34.	**Levy/Taxes payable by Contractor**
	(a) 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 the Bank will not entertain any claim whatsoever in respect of the same. (b) The Bank is not responsible for payment of GST for the service rendered by the Contractor. It is the responsibility of the Contractor to pay the GST

	to the tax authority. The Contractor shall strictly comply with submission of GST and other returns also. The documentary evidence should be submitted to the Bank as per extant instructions. Income Tax, TDS on GST or any other taxes levied by the Government shall be deducted from the monthly bills payable to the Contractor as applicable and the Bank will not entertain any claim whatsoever in respect of the same.
35.	**Indemnity Clause**
	The contractor shall keep RBI and its officers, employees, directors and representatives indemnified against all claims (including third party claims), actions, losses, damages, costs, expenses, charges, including legal expenses which the Bank may suffer or incur on account of the default on the part of the contractor due to: (a) Violations of applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the contract period; or (b) Breach Non-performance of the terms and conditions of the Contract; or (c) Breach of the representations and warranties made by the contractor; or (d) Negligent or fraudulent act or omission by the contractor; or any third party for reasons attributable to the contractor. (e) The contractor shall also keep the Bank indemnified against any claim from the staff of the contractor and it shall be the duty of the contractor to clearly inform his own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise. (f) Further the contractor shall at all times indemnify the Bank against all claims which may be made under the Code of Social Security, 2020, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them. The contractor shall keep the Bank indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case the Bank is made party and is supposed to contest the case, the Bank will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to the Bank on demand. Further, the contractor shall ensure that no financial or any other liability comes on Reserve Bank of India, in this

	respect of any nature whatsoever and shall keep the Bank indemnified in this respect.
36.	**Settlement of Disputes & Arbitration**
	(i) If a dispute of any kind arises between the Bank and the Contractor in connection with or arising out of the contract or the execution of the works, the parties must attempt to resolve it amicably by way of mutual discussions, in good faith, within a period of 90 days from the date on which any party gives the other party a notice to negotiate /engage in amicable discussions. The Bank may constitute an internal Dispute Resolution Committee (DRC), for the purpose of resolution of dispute. (ii) If an amicable settlement is not forthcoming within the aforesaid period, then the unresolved dispute then shall be referred to the sole Arbitrator mutually agreed by the parties. The arbitration proceedings shall be conducted through 'fast track procedure' laid down in Section 29B of the Arbitration and Conciliation Act, 1996, as amended from time to time. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Delhi only.
37.	**Jurisdiction of Court**
	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.
38.	**Loss to Property of the Bank**
	Any loss caused to any property of the Bank due to negligence of personnel deployed shall be recoverable from the Contractor and the same shall be determined after giving due notice to the Contractor. Decision in this regard will be taken by the Competent Authority (CA) who shall be General Manager (Estate), Reserve Bank of India New Delhi. However, the Contractor will have the right to appeal to the Regional Director whose decision shall be final in the matter.
39.	**Non-Disclosure Clause**
	a. The Contractor and the staff employed by him/her, directly or indirectly, within the Bank's premises, shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its Contractual obligations in connection with this Contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of

	the Contract, private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the Contractor or its employees. Failure to observe the above shall be treated as breach of Contract on the part of the Contractor and the Bank shall be entitled to claim damages/termination of the Contract and pursue legal remedies. b. 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.
40.	**Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013**
	The Contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, at the Bank premises. a. In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint. b. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. c. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank’s employee, if sexual violence by the employee of the Contractor is proved. d. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

41.	**Force Majeure conditions**
	(a) Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region, terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event. (b) Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations. (c) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Date: Authorized Signatory (With Name/Designation and Seal)

Annexure - I Form of Tender

Place:
Date:

To,
Regional Director
Reserve Bank of India
Estate Department
New Delhi

Dear Sir/Madam,

Having read and examined the Notice Inviting Tender, General and Specific Conditions of Contract, General Rules and Instructions to Bidders 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 work specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Price Bid and in accordance with all respects of the instructions in writing referred to in General and Specific Conditions of Contract, the Articles of Agreement, General rules and instructions to bidders, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

NIT No / e-Tender no.	**RBI/Delhi Regional Office/Estate/5/26-27/ET/201**
Name of the Work:	**Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi**
Estimated value of the tender	**₹11.85 lakh** (Rupees Eleven lakh eighty-five thousand only) Inclusive taxes & CPOH.
Earnest Money Deposit (EMD)	NIL
Performance Bank Guarantee (PBG)	5% (a Performance Bank Guarantee 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 for due fulfilment of the contractual obligations by the contractor. After submission of PBG, work will be awarded to the L-1 bidder. The PBG shall be retained till virtual completion of the work.

2. We agree to keep the tender open for the validity period specified in Section III (a) of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.

3. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period specified in Section IV(b), 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 deposit absolutely. Further, if I/We fail to commence work as specified in Section III(a), 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 Deposit 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 Bank 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, 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 all the terms and provisions of the Contract 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.

Dated this _____ day of _____ 20XX.

For and on behalf of M/s ____________________________________

____

(Signature with seal)

Name ____

Date: Designation ____

Place ____

Date ____

(Certified true copy of the Power of Attorney in the prescribed format as per Annexure III of this tender should be uploaded).

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

Annexure II - Format for Power of Attorney for Authorized Signatory

(On Non-Judicial Stamp Paper of ₹100/-)

To,
The Regional Director
Reserve Bank of India
New Delhi

Dear Sir/Madam,

………. (Name of work)

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

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

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

Annexure - III: Letter of Undertaking On Bidder's Letter Head

To,
Regional Director
Reserve Bank of India
Estate Department
New Delhi

Name of the firm/Agency/bidder______________________

Name of the tender_____________________ Due date: _________________

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions etc. contained therein and undertake myself/ourselves abide by the same.
3. I/We abide by the provisions of Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020, Employer's Liability Act,1938, Child Labour (Prohibition and Regulation) Act,1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.
4. I/We will pay the wages to the personnel deployed as per Code on Wages 2019, as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We do hereby undertake that complete work as any other Points considered by our Agency.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No

Annexure IV - Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the bidder on their letterhead)

Name of Work: E-Tender for Creation of **(1) One no’s** Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi

Sir,

1. I/We …………………………….. (Name of the bidder) declares that
   a) I/ We or any of our allied firm* or any of our partners/directors is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country in last three years as on …………..(last date of submission of bid).
   b) I/ We or any of our allied firm* or any of our partners/directors have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on …………….... (last date of submission of bid).
   c) we will inform the Bank in writing, in case, I/we or any of our allied firm* or any of our partners/directors is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

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

(Seal and signature of the bidder)

Date
Place

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

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

Annexure V - Format for Undertaking on Legal Actions / Litigation / Arbitration by the Bidder

[On the Letter head of the Bidder]

Date:

To,

Regional Director,
Reserve Bank of India
Estate Department
6, Sansad Marg
New Delhi - 110001

Ref: E-Tender for Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi

Sir,

1. I/We ………………………… (Name of the bidder) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction.
1. I/We ………………………… (Name of the bidder) declare that the following legal action(s) have been/ is being taken against us:
…… (detail of the legal action, project under consideration, legal authority involved etc.) …..………………………………………………
However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the Application for Empanelment.

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

2. Further, we ………. also declare that no cases of civil lawsuits / litigation / arbitration etc. have been initiated in any in any of our executed projects
2. Further, we ………. also declare that the following civil lawsuits / litigation / arbitration cases were/are initiated in our executed projects:
…………. (detail of the project and type of action etc.) ....
………………………………………………………………

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

Signature and name of the authorized signatory of the Bidder with Rubber Stamp
Date:
Place:

Annexure VI - Draft Articles of Agreement

ARTICLES OF AGREEMENT made the ______________ day of ________________ between the Reserve Bank of India, 6, Sansad Marg, New Delhi 110001 having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001, (hereinafter called "the Bank") of the one part and ____(hereinafter called "the Contractor") of the other part.

WHEREAS the Bank is desirous of carrying out the work Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi 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").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. 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. The Bank shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The term "Architect" in the said conditions shall mean 'General Manager (Tech)' for the purpose of architectural planning & designing etc. of the works under this contract.
4. The Reserve Bank of India New Delhi 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.
5. 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.

6. The agreement and documents mentioned herein shall form the basis of this Contract.
7. 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 “Creation of **(1) One no’s** Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi ” 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.
8. The Contractor shall afford every reasonable facility for the carrying out of all works relating to Creation of **(1) One no’s** Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi 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.
9. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
10. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within 90 days subject nevertheless to the provisions for extension of time.
11. All payments by the Bank under this Contract will be made only at New Delhi.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.
13. 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.

14. Non – Disclosure Clause –

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

15. 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.

16. Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

   a. The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, at the Bank premises.
   b. In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.
   c. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
   d. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Contractor is proved.
   e. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
   f. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

17. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
18. **Force Majeure conditions:** Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control including without limitation any delay caused by the acts of governments, acts of God, natural calamities, strikes, riots in any region,

terrorist attack, war (declared and undeclared). However, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank. The Contractor is under obligation to take necessary steps to mitigate the effects of the force majeure event. Neither party shall, by reason of such event, be entitled to terminate the Contract in respect of such performance of their obligations. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed, either party may at its option, terminate the Contract.

If the Contractor is a partnership or individual proprietorship	IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
If the Contractor is a company	IN WITNESS WHEREOF the Bank set its hands to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed in its behalf, the day and year first hereinabove written.

Signed and delivered by Reserve Bank of India, New Delhi

____

(Name and Designation)

In the presence of –

Witnesses –

1. ____________________________________
   Address:

____

____

2. ____________________________________
   Address:

____

____

if the party is a
Partnership firm

Or individual SIGNED AND DELIVERED BY _____________

Proprietorship

____

In the presence of –

Witnesses –

1. ____________________________________ Address:

____

____

2. ____________________________________

Address:

____

__

____

_

THE COMMON SEAL OF _________________

____

If the Contractor

is a company.

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

____

In the presence of –

Witness:

1.____________________________________

2.____________________________________

If the Contractor Directors who have signed these presents in token

Signs under Common thereof in the presence of – Seal, the signature.
should tally with 1.
_______________________________ the
sealing clause in
The Articles of Association 2. ___________________________________

If the Contractor is signed SIGNED AND DELIVERED BY - by the hand of Power of

Attorney, whether of a individual. The Contractor by the hand of company or an

Shri ________________________________

and duly constituted attorney.

Place: **Signature of the contractor**

Date: (Seal)

Annexure VII - Proforma of Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

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

To
Regional Director Reserve Bank of India New Delhi.

Name of Work:

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)

Is not from a country sharing land border with India, or

b. Is from a country sharing land border with India and has been registered with the

Competent Authority, the certificate of which is enclosed, or

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

d. 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 the 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 the 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 / Certification / 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:

Annexure VIII - PROFORMA OF PERFORMANCE BANK GUARANTEE

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

Place: _______________
Date: ________________

The Regional Director
Reserve Bank of India
Estate Department
New Delhi

Dear Sir/Madam,

E-Tender for Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi **– Performance Bank Guarantee**

WHEREAS
Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, 6, Sansad Marg, New Delhi (hereinafter called "the RBI") has awarded the Contract for the captioned work (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 the RBI a Performance Guarantee for a total amount of ₹________________ (Rupees___ ____________________________________ only) (Amount in figures and words) for the due fulfilment by the said Contractor of the terms and conditions contained in the Contract.

We, _______________ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s __________________, the Contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹.________________ as Performance Guarantee for due fulfilment of the terms and conditions of the Contract.

NOW THIS GUARANTEE WITNESSETH

1. We_______________ (Name of the Bank) do hereby agree with and undertake to the RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his/her obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹_____________ (Rupees_____________ only) or any lower amount that may be

demanded by the RBI. Our guarantee shall be treated as 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 ₹ _____________ (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 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 the 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 ₹._____________ (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/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 expiry of the Contract) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the_____________ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from expiry date of the Bank Guarantee or any extended period, all the

rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorized Bank official
Name:
Designation
Stamp/ Seal of the Bank
Signed, sealed, and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature …………………………
Name ……………………………
Address ………………………………………

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

APPENDIX HEREIN BEFORE REFERRED TO

Reference to Clauses in Conditions Herein before Referred to and reference to General Instruction to Contractor and Special Conditions.

Para No.	**Reference to**	**Particulars**
20 of Section IV(b) General Terms and Conditions	Defects Liability Period	Twelve months
15 of Section III (a) General Instructions to Bidders	Validity of quoted rates	90 days from the date of opening of Part I of tender
17 **of** Section IV(b) General Terms and Conditions	Period of Final Measurement	Three months from the date of Virtual Completion of work.
17 of Section III (a) General Instructions to Bidders	Date of Completion	Time allowed for carrying out the work is 60 days from the 14^{th} day of issue of work order.
5 of Section IV(b) General Terms and Conditions	Rate of Liquidated damages	LD at the rate 0.25% of contract amount per week subject to a maximum of 10% of the contract amount for the entire work. The tenderer shall before be commencing work prepare a detailed work Programme, which shall be approved by the Bank.
21 Section III (a) General Instructions to Bidders	Retention percentage	5% from each bill
27 of IV(b) General Terms and Conditions	Period of honouring Certificate for payment	Three months for the final bill subject to fulfilment of all the terms & conditions of the contract.

Date: - Signature and seal of the Tenderer

Place: - Name and address: Phone/Mobile no.

SAFETY CODE

1. There shall be maintained in a readily place First aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a nearby 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 ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge 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 is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
9. (i) No paint containing lead products shall be used except in the form of paste or readymade paint.
   (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
10. 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.
11. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect working condition.
12. The ropes used in hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
13. Additional safety net is to be providing to cover the external work and to avoid any injury to the occupants of the premises.
14. All safety measures shall be taken at site during heavy M.S structure work to avoid any injury of any workers and damage of nearby buildings etc.

Place: Signature of Tenderer with seal

Date: Name & Address**:**

Phone no./Mobile no./E-mail id

SPECIAL INSTRUCTIONS

1. Time Allowed for carrying out the work: **60 days from the 14th day of issue of work order**. If the contractor fails to complete the work within the specified period, they/he shall be liable to pay **LD at the rate of 0.25% of contract amount per week** subject to a maximum of 10% of the contract amount for the entire work. The tenderer shall before commencement of work prepare a detailed work program, which shall be approved by the Bank's Engineer Laborers will not be allowed to stay at site.
2. Contractor will have to make his own arrangement to hoist all the material, tools and plants etc. at the place of work as well as lowering down the same along with debris and salvaged material without causing any dust, nuisance, spillage and safety hazards. For this purpose, the contractor will have to get his scheme approved well in advance from the Bank and shall have to incorporate any changes suggested. No debris more than a truckload shall be allowed to be accumulated at site.
3. The Contractor 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, occupants and visiting public 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, no extra cost in this regard will be paid to the firm. Contractor will have to make good without any extra payment, any damage done during the work. The tenderers are requested in their own interest to inspect the site to assess the nature and quantum of work.
4. Contractor shall not be allowed to store any of the debris material inside the building. Necessary arrangements shall be made in advance with the prior approval of Engineer-In-Charge to transport all debris to ground by means of suitable chutes and stack the same wherever directed prior to carting away from the Banks premises.
5. Work platforms erected shall be such as to facilitate safe working of workers and supervisors as also to support man, materials and debris on at least three to four levels simultaneously. .
6. The contractor shall endeavor to keep dust and dirt noise/nuisance inside the building to minimum. Contractor shall also provide at his cost to clean area on dayto-day basis to keep dust free environment.
7. The work of repairs is required to be carried out with ongoing occupancy. Contractor shall be required to give his best possible co-operation to offer minimum of inconvenience to the occupants to the extent possible.
8. The contractor shall make his own arrangement for taping the available water/electricity and the usage of the same shall be optimum usage.

Date: - Signature of the contractor with name & seal Place: - Address: Phone/Mobile no……E-mail id…

MATERIALS, SPECIFICATIONS AND MODE OF MEASUREMENTS MATERIALS

1. QUALITY

All materials to be used for works shall be confirm to relevant BIS & best quality of their respective kinds as specified herein and shall be approved make and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down in list Specification, with the requirements of the latest edition of the relevant India standards approved by the Engineer,

2. INSPECTION AND TESTING

If required, All materials before being incorporated in to the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests relevant Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his representative. Manufacturer test certificate for the material concern shall accompany the lot of material supplied at site which may be sent for testing to third party, quality control can be assigned to IITs, NITs, Government engineering colleges, Central Building Research Institute (CBRI) and other Central/ State Government Institutes directly **if required by the Bank's Engineer, in this regard cost will be recovered from the contractor's bill.**

3. SAMPLES

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

4. INDEPENDENT TESTS.

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

5. MODE OF MEASUREMENT

Unless otherwise specified, mode of measurement shall be as per latest version of IS code.

LIST OF APPROVED MATERIALS

1. All materials shall be of the 1st quality ISI marked/ ISI Standard.
2. If the approved brands mentioned are not available, equivalent make as may be approved by the Bank / Bank's Engineer only to be used on the work.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Bank / Bank's Engineer. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.

Cement	OPC (A.C.C, Ultra Tech, Ambuja, Birla, Ramco or approved equivalent make).
Structural steel	TATA, SAIL, Jindal Hisar, JSW or approved equivalent make.
Upvc windows / doors	Fenesta, AIS, Kommerling, aluplast or approved equivalent make.
Toughened glass	Saint gobain, AIS, Modiguard or any other approved equivalent make
PPGL/PPGI roofing sheets	TATA, Jindal, JSW, Essar or any other approved equivalent make
Paint and primer materials	Asian, Dulux, Berger or approved equivalent

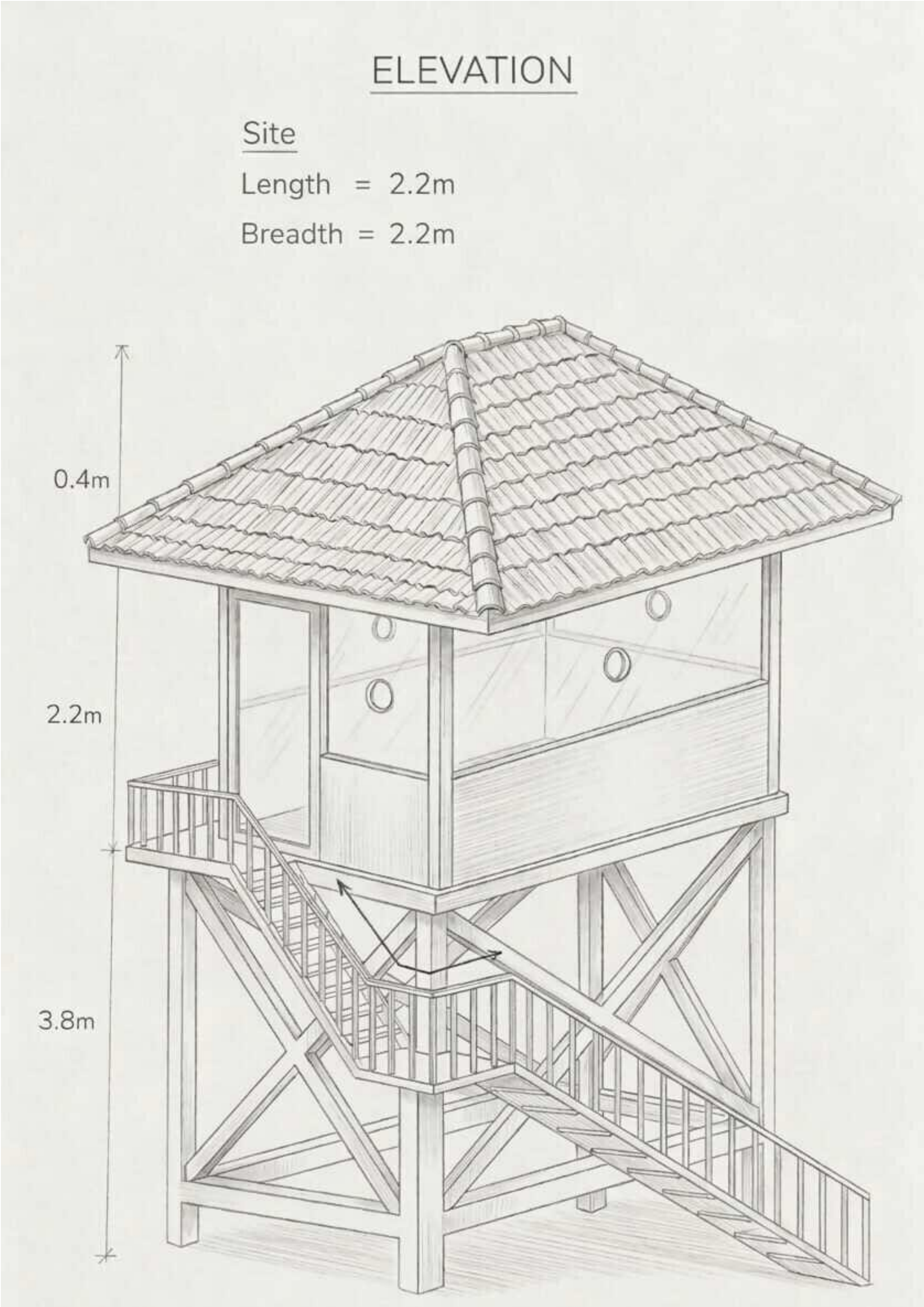
NOTE: All the materials should be approved from the "Bank's Engineer" before using in the work.

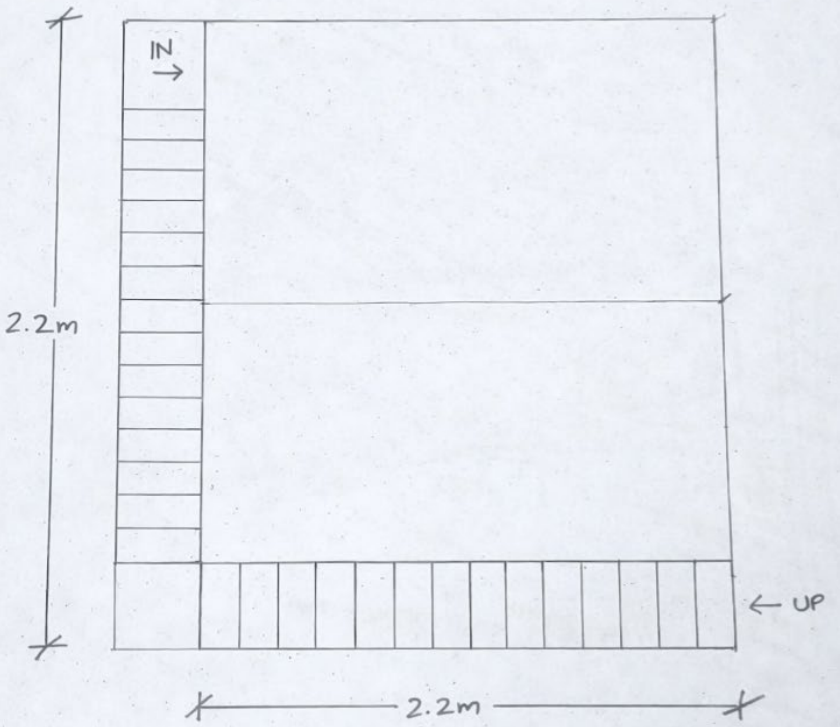
Place: Signature and seal of the Tenderer

Date: Name & address

Phone/Mobile No. : E-mail id:

TENTATIVE DRAWING OF WATCHTOWER





PLAN

PREAMBLE TO SCHEDULE OF QUANTITY

1. The work is to be carried out in occupied premises and hence shall be executed with least disturbance to the occupants. All necessary measures shall be taken to keep the surrounding area in hygienic condition.
2. Contractors, before filling the tender, shall inspect the site to understand the nature, scope of the work and working space available with any constraints to have the acquaintance of the site.
3. All safety measures while working at site shall be followed and all workmen shall be provided like safety belts, hand glows, helmets, etc.
4. Materials should be properly and carefully stacked and secured to avoid any accident/incident at site.
5. No debris shall be kept on the adjoining municipal foot path or within the premises and same shall be removed periodically to avoid stacking. Debris formed in the work shall be brought down, stacked in suitably only at location specified by Bank’s Engineer.
6. All the materials to be used in the work shall be got approved in advance from Bank’s engineer. The copies of delivery chalans of the materials delivered on site shall be regularly submitted to the Bank’s Engineer.
7. Final selection of the brand of materials will be done exclusively by the Bank. The contractors need to quote their rates considering the above approved.
8. Full-time experienced site supervisors shall be deputed at site for supervising the work. He will be responsible for maintaining daily progress report, consumption of material register, labour report, safety etc. as directed by the Bank’s Engineer.
9. During execution of the work, if any damage occurred to the Bank’s property same shall be got done good without any extra charges to the Bank. Failing to comply with this condition, same will be got done by Bank at the risk and cost of the contractors.
10. After completion of the work, the entire area shall be cleaned/ cleared properly to the satisfaction of Bank’s engineer and no debris, etc. shall be left behind. If, not done so, then Bank will get it done at the firm’s risk and cost.
11. The quoted rates shall be exclusive of GST. The applicable GST percentage, as per the Govt. of India (GOI) extant rules/regulations, shall be added at the end of the tender amount.
12. The quoted rates shall be inclusive of strong scaffolding as per site conditions.
13. The tenderer shall abide by all the rules and regulations of the State Government/ Central Government/ Local Authorities, and the quoted rates shall be included for such expenses and Bank will not entertain any claim whatsoever on this account.

Place: Signature and seal of the Tenderer

Date: Name & address

Phone/Mobile No.: E-mail id:

Part - II

Reserve Bank of India
Estate Department
New Delhi

Un-Price Bid
(For detailed specifications of items)

Name of the work: Creation of (1) One no's Security Watch Tower and providing view cutter on inner boundary wall in security area at MOB, RBI, New Delhi

Item No.	Description of items	Qty	Unit
1	**MS work for watch tower and view cutter sheet over inner boundary wall:** Providing, fixing and fabrication Mild Steel work for built up section, fixed framing by using miscellaneous MS sheet of required thickness, MS section like angle, Tee, Channel, flat, plate, Square / round bars, square & circular pipe, etc., Welded properly with electric arc welding including providing and applying approved metal primer (zinc chromate) and two coats of first quality synthetic enamel paint of approved make and shade over exposed surface etc. all complete as directed by the Bank. (Staircase/ladder for the watch tower shall be constructed as per site requirement & conditions. Note: - Actual quantities and net weight shall be measured and paid. No extra payment shall be made for any wastage, fittings / fixtures, nut & bolts, etc. welding shall be done properly wherever running fillet welding required. Contractor shall take care, if any lapses/ignorance in this regard will be taken serious and suitable penalty may be imposed. The material shall be ISI marked and of approved makes such as TATA, SAIL, Jindal Hisar, JSL or approved equivalent etc.	6600.00	Kg
2	**Foundation work for watch tower:** Providing and constructing RCC pedestal of approximate size 600x600x1000mm complete with J-bolt assembly including all materials, labour, T&P, and incidental works, as per drawings and specifications, and as directed by the Bank, comprising the following: **a) Excavation**: Excavation in all types of soil including soft rock (excluding hard rock) to required depth for foundation, including dressing, levelling, ramming of bottom, dewatering if required, and	4.00	Each

	disposal of surplus excavated earth from the Bank premises, **b) PCC**: Providing and laying Plain Cement Concrete of grade M15 (1:2:4) of 700x700x50mm thickness as levelling course, including machine mixing, laying, compaction, curing, and finishing complete. **c) RCC Pedestal**: Providing and laying Reinforced Cement Concrete of grade M25 (1:1:2), including mixing, placing, compaction with mechanical vibrators, finishing and curing, complete as per IS 456. **d) Reinforcement:** Supplying, cutting, bending, placing in position, and binding of HYSD/TMT reinforcement steel in vertical bars 4 nos. - 12mm Dia. 900mm long with 150mm L- bend at both end and Tie 9 nos.-8mm dia in each pedestal including binding wire and cover blocks. **e) Centering & Shuttering:** Providing and fixing formwork with staging, bracing, and supports, true to line, level, and plumb, including removal after completion. **f) J-Bolt Assembly**: Supplying, fabricating, and fixing HT steel J-type anchor bolts of diameter 20 mm and length as required (minimum 450mm embedment in concrete), including machine-cut threads, two hex nuts and washers and welding with already provided MS anchor base plate of 16mm thickness at embedded end. **g) Fixing & Alignment**: Positioning of J-bolts using rigid steel template to maintain correct center-to-center spacing, line, level, verticality, and required projection above pedestal, including securing during concreting to prevent displacement and protection of threads. **h) Finishing & Curing**: Curing of concrete for minimum 7–14 days and finishing top surface smooth and level suitable for installation of equipment/base plate. **i) Finish of J-Bolts and plates**: Hot-dip galvanizing or application of two coats of red oxide primer and one coat of enamel paint. Complete in all respects including all leads, lifts, wastage, taxes, royalties, and incidental charges, etc. all complete as directed and site requirements.		

3	**Providing and fixing factory made uPVC white colour fixed type windows (as per attached design) with single 12mm toughened glass having sizes of uPVC fixed frame of section 45x45mm comprising of uPVC** multi-chambered frame and extruded profiles duly reinforced with 1.60 ± 0.2 mm thick galvanized mild steel section or as per manufacturer's specifications of required length (shape & size according to uPVC profile), appropriate dimension of uPVC extruded glazing beads and uPVC extruded interlocks, EPDM gasket, wool pile, zinc alloy (powder coated), zinc alloy body with single nylon rollers of appropriate weight bearing capacity, GI fasteners size for fixing frame to finished surface and necessary stainless steel screws, etc. Profile of frame shall be mitred cut and fusion welded at all corners, including drilling of holes for fixing hardware's and drainage of water, etc. After fixing frame the gap between frame and adjacent surface shall be filled with weatherproof silicon sealant over backer rod of required size and of approved quality, including all scaffolding, tools and tackles required for fixing at all heights and levels, etc. all complete as per approved drawing & direction of the Bank. Variation in profile dimension in higher side shall be accepted but no extra payment on this account shall be made. Note: The vendor shall visit the site, get themselves fully aware of the site conditions/surface on which the uPVC windows are required to be installed.	4.50	Sqm
4	**Providing and fixing factory made uPVC white colour casement/ Casement cum fixed glazed door comprising of uPVC multi-chambered frame,** sash and mullion (where ever required) extruded profiles duly reinforced with 1.60 ± 0.2 mm thick galvanized mild steel section of required length (shape & size according to uPVC profile), uPVC extruded glazing beads of appropriate dimension, EPDM gasket, zinc alloy (white powder coated) 3D hinges and one handle on each side of panels along with zinc plated mild steel multi point locking having transmission gear, cylinder with keeps and one side key, GI fasteners for fixing frame to finished wall and necessary stainless steel screws, etc. Profile of frame & sash shall be mitred cut and fusion welded at all corners, mullion (if required) shall be also fusion welded including drilling of holes for fixing hardware's and drainage of water, etc. Work also includes Providing, assembling, and supplying 12mm toughened glass for door glazing in uPVC door. After fixing the frame, the gap between frame and adjacent finished wall shall be filled with weatherproof silicon sealant over backer rod of required size and of approved quality, including all scaffolding, tools and tackles required for fixing at all heights and levels, etc. all	2.1	Sqm

	complete as per approved drawing & direction of the Bank. Work should be complete in all respect in finished item of work including of supply of all materials, labour, sundries, taxes CPOH and no other payment will be made for this work. Variation in profile dimension in higher side shall be accepted but no extra payment on this account shall be made. Variation in profile dimension in higher side shall be accepted but no extra payment on this account shall be made. Note: For uPVC frame, sash, mullion and transom at lock rail level extruded profiles minus 5% tolerance in dimension, i.e., in depth & width of profile shall be acceptable. Casement door with 3D hinges made of frame 67 x 64 mm & sash 67 x 110 mm both having wall thickness of 2.3 ± 0.2 mm, single glazing bead / double glazing bead of appropriate dimension.		
5	**Providing and fixing (PPGL/PPGI) roofing sheets of tile profile/Mangalore roofing tile sheet of minimum thickness of 0.5mm** as per design / shape using suitable high quality EPDM washer headed self-drilling fasteners. Installation includes necessary overlaps, factory manufactured ridges and valley gutters where applicable including all scaffolding, tools and tackles required for fixing at all heights and levels, etc. including all scaffolding, tools and tackles required for fixing at all heights and levels, etc. all complete according to drawing and site requirements. Note: The area shall be measured as the flat area of the roof covered including overlaps, ridges and hips.	13.00	Sqm
6	Providing and fixing concertina coil fencing with punched tape concertina coil 600mm dia 10metre openable length (total length 90 m), having 50 nos. rounds per 6 metre length, with existing angle iron taped Y-shaped placed 2m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, including all scaffolding, tools and tackles required for fixing at all heights and levels, etc. All complete as per the site requirement and as directed by the Bank, with reinforced barbed tape (R.B.T.)	100.00	Rmt
	Total amount including GST @18% and CPOH		

Notes:

i. Rates must be inclusive of all applicable statutory levies / taxes, GST/CGST/ SGST) and all statutory dues payable by the bidder to government authorities.
ii. No conditions, separate conditional notes etc. should be added in part- II.
iii. Please use only the format supplied on MSTC portal.
iv. No charges other than the total bid amount quoted above will be paid by the Bank.
v. Rates should be quoted up to two places of decimal.
vi. The bidders are advised to visit the site to acquaint with the site conditions / understand the scope of work prior to submitting their Price Bid.

vii. All the terms and conditions mentioned in Technical Bid (Part-I) will be part and parcel of the Price Bid. Therefore, the bidders are advised to quote their rates accordingly.

Place: Signature and seal of the Tenderer
Date: