



**RESERVE BANK OF INDIA
ESTATE CELL, BYCULLA, MUMBAI**

External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

Reserve Bank of India, Mumbai invites two-part tender by e-tender mode from the Bank's empaneled contractors in civil works category (B) of the work costing between ₹50 Lakh to ₹100 Lakh for the captioned work. The tendering would be done through Central Public Procurement Portal (CPPP) (<https://etenders.gov.in>). All interested eligible empaneled contractors must register with CPPP through the above-mentioned website to participate in the tendering process.

SCHEDULE OF TENDER (SOT)

a. Name of work	External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai
b. e-Tender no	2026_RBI_288778
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II -Price Bid through (https://etenders.gov.in)
d. Tender Value (Estimate Cost)	₹78.41 Lakhs
e. Date of NIT available to parties to download (View Tender Time)	August 24, 2026
f. Pre-Bid Meeting	Not Applicable
g. i) Earnest Money Deposit	i) ₹1,56,820 (Rupees One Lakh Fifty-Six Thousand Eight Hundred twenty only) in the form of NEFT or BG, in favour of Reserve Bank of India, Mumbai, to be delivered in physical form at Reserve Bank of India Estate Cell, Byculla, Mumbai Central. NEFT details A/c No.: 04869229925 IFSC: RBIS0MBPA04 (5th & 10th digits are zero) Kindly provide the proof of EMD deposit to us at following email id: smita@rbi.org.in / samratdutta@rbi.org.in

	(Note: EMD credited to any account other than that mentioned above will not be considered as Bonafide EMD)
ii) Tender Fees	ii) No Tender Fees
h. Last date of submission of EMD	On or before September 12, 2026, by 05:00 PM
i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	July 30, 2026
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	11.00 AM on September 14, 2026
k. Date & time of opening of Part-I (Techno-Commercial Bid)	11.00AM on September 15, 2026, at Estate Cell, Byculla, Mumbai 400008
The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently.

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

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

**Regional Director
Reserve Bank of India
Mumbai**



RESERVE BANK OF INDIA

Estate Cell, Byculla Office

Mumbai - 400008

e-TENDER FOR

External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

Part I (Techno-Commercial Bid)

(Containing Section I to Section IX)

बोलीकर्ता का नाम / Name of Bidder _____

पता / Address _____

अनुमानित लागत / Estimated cost	-	₹ 78.41 Lakhs
जमा करने की तिथि और समय	-	14/09/2026 को सुबह 11:00 बजे तक
Date and time of Submission of Tender	-	By 11.00AM on 14/09/2026
ई-निविदा खुलने की तिथि और समय	-	15/09/2026 को सुबह 11:00 बजे
Date and time of opening of e-Tender	-	At 11:00 AM on 15/09/2026



भारतीय रिज़र्व बैंक
संपदा कक्ष, भायखला, मुंबई

External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

Reserve Bank of India, Mumbai invites two-part tender by e-tender mode from the Bank's empaneled contractors in civil works category (B) of the work costing between ₹50 Lakh to ₹100 Lakh for the captioned work. The tendering would be done through Central Public Procurement Portal (CPPP) (<https://etenders.gov.in>). All interested eligible empaneled contractors must register with CPPP through the above-mentioned website to participate in the tendering process.

SCHEDULE OF TENDER (SOT)

a. Name of work	External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai
b. e-Tender no	2026_RBI_288778
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II -Price Bid through (https://etenders.gov.in)
d. Tender Value (Estimate Cost)	₹78.41 Lakhs
e. Date of NIT available to parties to download (View Tender Time)	August 24, 2026
f. Pre-Bid Meeting	Not Applicable
g. i) Earnest Money Deposit	i) ₹1,56,820(Rupees One Lakh Fifty-Six Thousand Eight Hundred twenty only) in the form of NEFT or BG, in favour of Reserve Bank of India, Mumbai, to be delivered in physical form at Reserve Bank of India Estate Cell, Byculla, Mumbai Central. NEFT details A/c No.: 04869229925 IFSC: RBIS0MBPA04 (5th & 10th digits are zero)

ii) Tender Fees	Kindly provide the proof of EMD deposit to us at following email id: smita@rbi.org.in / samratdutta@rbi.org.in (Note: EMD credited to any account other than that mentioned above will not be considered as Bonafide EMD) ii) No Tender Fees
h. Last date of submission of EMD	On or before September 12, 2026, by 05:00 PM
i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	August 24, 2026
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	11.00AM on September 14, 2026
k. Date & time of opening of Part-I (Techno-Commercial Bid)	11.00AM on September 15, 2026, at Estate Cell, Byculla, Mumbai 400008
The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently.

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

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

**Regional Director
Reserve Bank of India
Mumbai**



भारतीय रिज़र्व बैंक
संपदा कक्ष, भायखला, मुंबई

External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai .

Part I- Techno Commercial Bid	Page Nos
Section I: Form of Tender/Bid	6
Section II: Scope of work	11
Section III: General rules and Instruction to bidders	13
Section IV: General Conditions of Contract (GCC)	25
Section V: Special Conditions of Contract (SCC)	94
Section V(A): Other conditions	109
Section VI: Technical Specifications External repairs and waterproof painting	111
A. List of approved Materials	112
B. Appendix Hereinbefore Referred to	113
Section VII: List of Schedules	
Schedule A	115
Notes for Schedule of Quantities (SoQ)	
Schedule B	116
Material Testing and Quality Assurance (QA) Plan	
Schedule C	117
Safety Code	
Schedule D	124
List of Documents to be maintained at site	
Schedule E	125
General rules and instructions to the Bidders - Information	
Schedule F	126
General Conditions of Contract – Information	
Schedule G	137
Pre contract integrity pact (Not applicable)	
Schedule H	
POSH undertaking	143
Schedule I	
Green Building Requirements	144
Schedule J	
Important instruction for e-Tender	147
Section VIII: List of Annexures to various sections and Schedule	
1 Draft Articles of agreement	150
2 Proforma of Bank Guarantee for Earnest Money Deposit/Bid security	160

3	Proforma of Bank Guarantee for Performance Security Deposit	163
4	Format for Power of attorney or authorized signatory	167
5	Format for providing details for NEFT payment	169
6	Proforma of undertaking for Indemnifying Employer against contract rules/regulations	171
7	Proforma of undertaking for Indemnifying Employer against Patent Rights	172
8	Payment of advance on materials consumed in ready to install parts delivered by the Contractor at the site	162
9	Undertaking for declaration of debarment by public institution(s)	179
10	Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India	181
11	Proforma of waterproofing performance bank guarantee	183
12	Format of Measurement Book	186
13	Payment of wages	187
14	Unpriced Schedule of quantities	188

SECTION I
FORM OF TENDER

Place:

Date:

To

Regional Director
Reserve Bank of India
Estate Cell, Byculla

Dear Sir,

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

MEMORANDUM

NIT No / e-Tender no.	No.: 2026_RBI_288778
Name of the Work:	External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

Estimated Cost of the Work	₹ 78.41 lakh
Earnest Money Deposit (EMD)	₹ 1,56,820/-
Performance Guarantee (PG)	Bank Guarantee from any Scheduled Bank for an amount equal to 5% of the Contract Amount and valid till completion of the work + 2 months beyond that.
Retention Money Deposit (RMD) / Security Deposit (SD)	5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money.
Time allowed for completion of work	05 months
Performance BG for external waterproof repainting work	Performance Bank Guarantee of value 5% of the quoted amount of external repainting work to be submitted (as per proforma provided by RBI) from any scheduled commercial bank valid till 5 years beyond date of virtual completion of work.

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

3. A sum of **₹ 1,56,820/-** mentioned as Earnest Money in Schedule 'E' of tender document is hereby forwarded/uploaded in the form specified therein. If I/We, fail to furnish the prescribed performance guarantee within the prescribed period specified in Schedule F', I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and cancel the work. Bank's decision in this matter will be final and binding to us. Further, if I/We fail to commence work as specified in Schedule 'F', I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said

performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein. The Bank is at liberty to take actions under the provisions and circumstances mentioned at clause 14(v) and clause 23(vi) of GENERAL RULES AND INSTRUCTIONS TO TENDERERS / BIDDERS

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

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

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

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

8. Our bankers are (Name and full address)

(i)	
(ii)	

--	--

The names of partners of our firm are:

(i)	
(ii)	

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

Yours faithfully,

Signature of Tenderer with seal

Signatures and addresses of witnesses

	Signature	Address
--	-----------	---------

(i)		
(ii)		

Section II

SCOPE OF WORK

Description of Work: External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai .

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

A) Civil works: -

Description of Work: External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai .

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

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

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

SECTION III

GENERAL RULES AND INSTRUCTIONS TO TENDERERS / BIDDERS

1	Bids in Two bid system The tender in two parts (Part I comprising of duly filled tender part I, complete pre-qualifications criteria, EMD, technical bid/details, literature etc. and Part II comprising of duly filled-in tender part II) should be submitted online as e-Tender using digital signature not later than the date and time of submission of tender/bid on line (as specified in schedule 'E'). Tender inviting authority and Name of work, office are specified in schedule 'E'. No tender will be accepted after the specified date and time for submission of tender under any circumstances whatsoever. Bids shall be submitted online only and those received in physical form will not be entertained
2	Eligibility requirement: The Bank's empaneled vendors in the following categories are eligible for participating in the tender: a) Civil (B) - Rs. 50.00 Lakh- Rs. 100.00 Lakh
3	Other requirements
3.1	Manpower resources
	The tenderer should have minimum strength of qualified / skilled persons required for successful implementation of the project and shall furnish the details in Schedule F.
4	Guidelines for e-procurement
	The intending tenderers must have valid class III digital signature and are advised to follow 'Guidelines for e-Procurement'.
5	Clarifications and pre-bid meeting
	If the bidder shall have any doubt as to the meaning of any portion general rules and instructions to tenderers / bidders, general conditions or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing / email, addressed to the Tender Inviting Authority / representative of the tender inviting authority, specified in Schedule 'E' in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in

	the absence of such authentic pre-clarification. In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in Schedule of Tender / Notice Inviting E-Tender. The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 10.30am on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.	
6	Site visit	
	The tenderer is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.	
7	Amendment to Tender document	
	(i)	At any time prior to the deadline for the submission of tender/bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment and the same will be uploaded in the RBI website www.rbi.org.in and Central Public Procurement Portal (CPPP) and can be accessed at https://etenders.gov.in .
	(ii)	The said amendment in the form of the addendum/ corrigendum will be made available in the RBI website and Central Public Procurement Portal (CPPP) and the same shall be binding on the bidders. The Bidders are strongly advised to regularly visit these websites to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.
	(iii)	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.
8	Item Rate tender	
	The Bidder should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item	

	should be correct, workable and self-supporting. The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. The quoted percentage shall remain firm for a variation of plus (+) or minus (-) 25% of the specified quantities of each item in the Schedule of Quantities.
9	Integrity pact (Not applicable) The bidder shall be required to enter into an agreement with the Bank called Integrity Pact (IP). The IP envisages an agreement between the Bank and the bidders as per the approved proforma given in Schedule G, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the contract. The IP shall be applicable from the stage of invitation of application document for empanelment of system integrators. The applications of those bidders which do not contain the IP in the approved proforma shall be liable for rejection. Integrity pact as per the Schedule G shall be executed in non-judicial stamp paper. The cost of the stamp paper shall be borne by the applicant.
9A	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 tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly. f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process. g. obstruction of any investigation or auditing of a procurement process. h. making false declaration or providing false information for participation in a tender process or to secure a contract. (ii) failed to disclose conflict of interest. (iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
2	For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
3	If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
	The tenderer has to submit an undertaking in Format at Annex 9 of Schedule XIII
10	Documents Comprising Tender/ Bid
	Part I: (Techno-Commercial Bid) – Online submission only
	i) Earnest Money Deposit (EMD)/ Bid Security as specified at NIT / Schedule of e-Tender / Schedule E.
	ii) Power of Attorney (as per proforma at Annex 4 / Section VIII) in favor of person signing the tender / bid

	iii)	Duly Filled-in and signed tender document consisting of:
	a)	Part I: Techno-Commercial bid viz., entire Tender Document duly signed. Each page of the tender document shall be signed.
	b)	Duly filled in, signed and certified as stated in each document / formats / schedules / Annexes
	Part II: (Price Bid) – Online submission only	
11	Preparation of bid and Cost of bidding	
	i)	The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
	ii)	The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the General rules and instructions to the tenderers, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.
12	Format to be used	
	The bidder must fill up, sign and upload only the tender forms/formats issued by the RBI, stating at what rate he is willing to undertake each item of the work in CPP 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 in the CPP portal only.	
13	Filling of rates	
	i)	Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. The amount for each item should be worked out and requisite totals should be given in the specified column.

	ii)	In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the tender shall be considered incomplete and shall not be considered.
	iii)	No request of any change in rate or conditions after the opening of the tender will be entertained.
14	Earnest Money Deposit	
	i)	The tenderers are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount and in the manner as specified in Schedule 'E' along with the tender (Part-I)
	ii)	Under no circumstances, Earnest Money Deposit will be accepted in any other form than stipulated above.
	iii)	A tender, which is not accompanied by EMD, will not be considered.
	iv)	<u>Release of EMD</u> : The Earnest Money Deposit of tenders other than successful tenderer shall be returned/refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier. The EMD amount will not bear any interest. The EMD of successful bidder shall be released after submission of Performance Guarantee (which is 5% of the contract value).
	v)	<u>Forfeiture of EMD</u> : The EMD will be forfeited (i) if the vendor / contractor withdraws bid after opening of the Price Bid or (ii) if the vendor / contractor fails to commence the work after award within the prescribed time limit (iii) Violation of Integrity Pact
15	Signing of Bid, Power of Attorney	
	i)	Each of the tender documents should be digitally signed as per 'Important instruction for e-Procurement' by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Rules and Instructions to bidders including prequalification criteria, General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.
	ii)	The tender submitted online on behalf of a firm must be digitally signed as per instructions of e-tender specified in 'Important instruction for e-Procurement', it must be digitally signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be uploaded along with the tender, or it must be digitally signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered

		under the Indian Partnership Act, 1952. Otherwise, the tender may be rejected by RBI.
	iii)	Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto.
16	Modification / Substitution / Withdrawal of Bids	
	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.	
17	Bid Due Date	
	Bids should be submitted online as specified in instructions to e-Tender on or before the stipulated time and date as specified in NIT / Schedule of e-Tender. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.	
18	Late bids	
	No bid will be received after the due date/last date and time specified for submission of bids in NIT / Schedule of e-Tender or after the extended Bid due date, if any.	
19	Opening of bids	
	Duly filled tender Part I, accompanied by EMD, prequalification criteria (if applicable), technical details, literature etc., called Part I of the tender, will be opened on e-Tender mode on the time and date, as specified in NIT / Schedule of e-Tender, at his office, by the tender inviting authority, as specified in Schedule 'E' or his authorized representative in the presence of authorized representatives of the bidders who choose to be present. Duly filled-in tender-Part II, of eligible bidders i.e., who have furnished and other details in Part I as stated above before the due date and time will be opened on the time and date, as specified in NIT / Schedule of e-Tender, at his office, by the tender inviting authority, as specified in Schedule 'E' in presence of the authorized representatives of the qualified bidders.	
20	Bid Validity	
	Tenders shall remain open to acceptance by the RBI for a period as specified in Notice inviting E-Tender / Schedule of Tender from the date of opening of the Part-I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.	

21	Clarification and Evaluation of bids	
	RBI would subsequently examine and evaluate bids as below:	
	i)	Price Bids / Part II of only those Bidders who are shortlisted as per part I of tender shall be opened.
	ii)	The price bids of unqualified bidders will not be opened and communication will be sent in this regard.
	iii)	If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.
	iv)	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing / email. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
	vi)	In the case of any tender where the unit rate of any item/ items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
	vii)	In case the lowest tendered amount of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
	viii)	If the revised tendered amount of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.
22	Acceptance of Tender and Award of Work	
	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement in the format at Annex 1 in Section VIII. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the	

	person so tendering, whether such formal agreement is or is not executed subsequently.	
23	Performance Guarantee	
	(i)	Performance Guarantee for an amount equal to 5% of contract value in the form of a Bank Guarantee from a scheduled Bank in the proforma at Annex 3 shall be submitted or shall be paid through NEFT / RTGS by the successful tenderer within 14 days of award of work. No interest will be paid on the amount paid through NEFT / RTGS
	(ii)	In case of delay in submission of Bank Guarantee, Bank shall withhold an amount equal to Performance Guarantee from the vendor's bill on getting explicit written consent for the same from the vendor.
	(iii)	In case of delays in extension of PBG, charges (late fee) for such delay shall be recovered from the bills of the contractor at Bank rate.
	(iv)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 2 months beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Bank Guarantee extended to cover such extended time for completion of work.
	(v)	Release of PBG: Will be released after completion of work in all respect.
	(vi)	Forfeiture of PBG: In case of (i) non-commencement of work, (ii) non-performance of contract obligations or fails to comply with any of the conditions of the contract and (iii) violation of Integrity Agreement / Pact by Bank under the provisions of the contract and (iv) in the event of contract being determined or rescinded under provision of any of the Clause/Condition of the agreement. PG will also be forfeited as per provisions under clause 01 of GCC.
23	Waterproof Performance Bank Guarantee	
(a)		
		After virtual completion and before submission of final bill, the contractor has to submit irrevocable water proofing performance Bank Guarantee (WPBG) for 5% of the external waterproof painting item, valid for 5 years from the date of virtual completion of the work in the proforma at Annex 11. The WPBG will be forfeited if he/she/they fails to comply with the instructions of the Bank's engineers to arrest the leakages/seepages

		from the treated / water proof painted surfaces during the guarantee period.
24	Retention Money / Security Deposit	
	i)	An amount 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money.
	ii)	Release of Retention Money: On completion of Defect Liability Period and after rectification of the defects pointed out by the Bank during the Defects Liability Period.
	iii)	The amounts retained by the RBI shall not bear any interest.
25	Taxes / Duties / Levies	
	(i)	The estimated cost includes all taxes including Goods and Service Tax (GST). The prices quoted shall include all taxes, custom duty, excise duty, octroi, local levies, Cess and royalties or any other taxes/duties imposed by /State Government/ Local Bodies, charges for insurance etc. Applicable Goods and Service tax (GST) is indicated in the price bid.
	(ii)	If RBI is required to discharge the liability of any taxes on the transaction like TDS(IT), Labour Cess, GST under reverse mechanism or any other similar taxes, which is or becomes payable by RBI, the same shall be deducted from the bills of the contractor. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.
	(iii)	Goods and Service Tax, duties, levies and royalties levied by Central and State Governments or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same
	(iv)	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
26	Time for completion of work	
		Time is the essence of the contract. The time allowed for carrying out the work is 5 months and the same shall be strictly followed. The completion time shall be reckoned from 14 th day of date of work order.
27	Work Program	

	(i)	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract.
	(ii)	The bidder shall, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract (Clause 5), which shall be approved by the Engineer-in-Charge.
28	RBI/Employer's right to accept or reject any or all the bids	
		Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders. The RBI/Employer shall not assign any reason for rejection of any or all Bids.
29	Compliance to Office Memorandum issued by Department of Expenditure, Ministry of Finance, Government of India – Rule 144(xi), General Financial Rules (GFR), 2017	
	i)	Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.
	ii)	In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annex 10 / Section VIII.
	lii)	If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

SECTION IV

GENERAL CONDITIONS OF THE CONTRACT

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

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

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

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

	refer same to the Engineer-in-Charge who shall decide which is to be followed. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge may in his absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to: ii) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work. iii) Any discrepancy in the drawings or amongst the Schedule of Quantities and/or drawings and/or specification. iv) 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. v) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications. vi) The dismissal from the works of any persons employed by the contractor thereupon. vii) The opening up for inspection of any work covered up. viii) The amending and making good of any defects noticed and reported during Defect Liability Period. The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the
--	--

		Contractor or his representatives upon the works by the Engineer-in-Charge shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if the same is not approved/ disapproved by the Engineer-in-Charge in writing within a further period of seven days, such shall be deemed to be Employer's Instructions within the scope of the Contract.	
Sufficiency of Tender	7	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.	
Discrepancies and Adjustment of Errors (order of preference)	8	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.	
	8.1	In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -	
	i)	Description/Nomenclature as per Schedule of Quantities.	
	ii)	General / Particular Specification and Special Condition, if any.	
	iii)	CPWD Specifications with up to date correction slip	
	iv)	Architectural / structural Drawings.	
	v)	Indian Standard Specifications of BIS	
	vi)	National Building Code – 2016	
	vii)	Manufacturer's specifications	
	viii)	Sound Engineering Practices	
	ix)	Decision of Engineer-in-Charge	
		A reference made to any Indian Standard Specifications in this documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to the last date of receipt of tenders. The contractor	

		shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the schedule 'F' shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
	8.3	If there is a discrepancy between actual scaled drawing and written dimension (or description) on a drawing, the latter shall be followed.
	8.4	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with method of measurement specified in Clause 6. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under Clause 12 hereof shall be added to, or deducted from the Contract amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
Signing of Contract	9	The successful Tenderer, on acceptance of his tender by the Employer, shall, within 14 days from the date of issue of work award letter, sign the contract consisting of: -
	i)	Articles of agreement in Bilingual on non-judicial stamp paper/s of appropriate values applicable to Maharashtra. The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Employer.
	ii)	The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
		No payment for the work done will be made unless contract is signed by the successful Tenderer. Thus, the first Running Account (RA) Bill

		shall not be accepted for making payment before signing off the Agreement in Bilingual Format.
--	--	--

CLAUSES OF CONTRACT

	CLAUSE 1	
Performance Guarantee	i)	The contractor shall submit an irrevocable Performance Guarantee of amount indicated in the at item 23 of General Rules and Instructions to Tenderers / bidders in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto (Annex 3). Or the contractor can furnish the Performance Guarantee through NEFT / RTGS for which no interest will be paid by the Bank.
	ii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 2 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Bank Guarantee extended to cover such extended time for completion of work. After recording of the virtual completion certificate for the work by the Engineer-in-Charge, the performance bank guarantee shall be returned to the contractor, without any interest.
	iii)	The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
	a)	Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Bank Guarantee.

		b) Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
	iv)	In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
	CLAUSE 1 A	
Recovery of Security Deposit / Retention Money Deposit	i)	The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period.
	ii)	All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
	iii)	The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank guarantee is equal to security deposit amount which shall be initially valid till end of defect liability period (DLP) + 3 months. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from

		time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.
	CLAUSE 2	
Compensation for Delay		If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated in schedule 'F' and as per the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of contract price of the work for every completed day (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.
		This will also apply to items or group of items for which a separate period of completion has been specified
	i)	Compensation at the rate as specified in Schedule 'F' for delay of work to be computed, provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work or of the Contract price of the item or group of items of work for which a separate period of completion is originally given.
	ii)	The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer. In case, the contractor does not achieve a particular milestone mentioned in Schedule 'F', or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be

		withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
	CLAUSE 3	
When Contract can be Determined		Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
	i)	If the contractor has abandoned the contract
	ii)	If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-Charge that the same were condemned and rejected by him under these conditions .
	iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-in-Charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
	iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
	v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in

		complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
	vi)	If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer
	vii)	If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
	viii)	If the contractor had secured the contract with Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
	ix)	If the contractor being an individual, or if a firm, any partner thereof commits an "Act of Insolvency" or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Engineer-in-Charge that he is able to carry out and fulfil the contract and to give security therefor, if so required by the Engineer-in-Charge.

	x)	If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
	xi)	If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder
	xii)	If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
	xiii)	If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Employer shall have powers:
	a)	To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
	b)	After giving notice to the contractor measure up the work of the

		contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-Charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Engineer-in-Charge shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Engineer-in-Charge shall be final
--	--	--

		and conclusive between the parties. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work, if resorted to by the Employer.
		In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
	CLAUSE 3A	
	a)	In case, the work cannot be started due to reasons not within the control of the contractor within 1/8 th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days. Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.
	CLAUSE 3B	
Termination of Contract in case of death of Contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the Employer shall have the option of terminating the contract without any liability for such termination and compensation to the contractor.	
	CLAUSE 4	
Contractor liable to pay Compensation		In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable

even if action not taken under Clause 3		in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
	CLAUSE 5	
Time and Extension for Delay		The time allowed for execution of the Works as specified in the Schedule 'F' or the authorized extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule 'F'. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

5.1	As soon as possible after the award of work but in any case, before 14 days from the date of award of work, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (same for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'. Contractor shall submit fortnight progress report to the Engineer-in-Charge depicting the target progress as per schedule approved by Engineer-in-Charge and achieved progress.
	PROGRAMME CHART
i)	The Contractor shall prepare a detailed work programme for the execution of work, showing clearly all activities from the start of work to completion, within 7 (seven) days of award of the contract for approval to the Engineer-in-Charge
ii)	The programme should include the following:
a)	Descriptive note explaining sequence of the various activities.
b)	Network (PERT / CPM / BAR CHART/MS Project/ Prima Vera).
c)	Programme for procurement of materials by the contractor
d)	Programme for deployment of man power by the contractor
iii)	If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, on his instructions, the contractor shall produce a revised programme

		within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work.
	5.2	If the work(s) be delayed by: -
	i)	force majeure, or
	ii)	abnormally bad weather, or
	iii)	serious loss or damage by fire, or
	iv)	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
	v)	delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
	vi)	non-availability of stores, which are the responsibility of Employer to supply or
	vii)	non-availability or break down of tools and Plant to be supplied or supplied by Employer or
	viii)	any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.
		Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
	5.3	Request for extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
	5.4	In such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Schedule 'F' and this shall be binding on the

		contractor. After giving a fair and reasonable extension of time, the authority shall advise the contractor to reschedule the milestones and submit for approval.
	CLAUSE 6	
Measurements of Work Done	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract.
	ii)	All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks/test checks.

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

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

		payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
	CLAUSE 7	
Payment on Interim Certificate to be Regarded as Advances	i)	Interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format approved by the Employer. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared only after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The Contractor shall be paid by the Employer from time to time, by instalments under Interim Certificates to be issued by the Engineer-in-Charge to the Contractor on account of the works executed as aforesaid in accordance with this contract, subject, however, to a retention of the percentage of such value named in the Schedule 'F' as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the Schedule 'F' as "Total Retention Money". The Contractor shall be entitled to the payment of the retention money in accordance with the final certificate to be issued in

		writing by the Engineer-in-Charge at the expiry of the period referred to as “the Defects Liability Period” in clause 17 or as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Engineer-in-Charge of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under this contract nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Engineer-in-Charge shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Engineer-in-Charge might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer’s decision shall be final and binding.
	a)	The contractor, on signing an undertaking on stamp paper in the proforma given at Annex 8, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower ,which are in the opinion of the Engineer-in- Charge non-perishable, nonfragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next

		payment made under any of the clause or clauses of this contract. Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.
	b)	Period of honouring payments are as at Schedule 'F'
	c)	The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
	d)	No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Completion Certificate / Defect Liability Period as the case may be.
	e)	The amount admissible shall be paid within the specified period of honouring certificates in the schedule 'F' after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the dismantled materials, if any and all required details/ documents. In case of delay in payment of Running Account bills after 30 working days on submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.
	ii)	All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates

		is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
	iii)	Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
	CLAUSE 7A	
Unfixed materials when taken into account to be the property of the Employer		Where in any Certificate (of which the Contractor has received payment), the Engineer-in-Charge has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Engineer-in-Charge. The Contractor shall be liable for any loss of, or damage to, such materials.
	CLAUSE 7B	
		No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.
	CLAUSE 8	
Completion Certificate	i)	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work if the work is found incomplete, the contractor shall be advised suitably. Further, in the completed work, if there is no defect, the Engineer-in-Charge shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be

		issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
	ii)	The works shall not be considered as completed until the Engineer-in-Charge has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such certificate.
	CLAUSE 8A	
Contractor to Keep Site Clean		The splashes and droppings from whitewashing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency.

	Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.	
	CLAUSE 8B	
Completion Plans to be Submitted by the Contractor	i)	The contractor shall submit completion plans for Internal, External Civil, Electrical and Mechanical Services within 30 days of completion of work as against service plans issued by the Engineer-in-Charge. OR The contractor shall submit all the data and details as regards the work to enable the Employer to prepare the 'As built drawings' for layouts etc.
	ii)	The contractor shall also submit the operation and maintenance manuals and other technical literature/ warranty certificates provided by OEMs in respect of all the electrical/ electro-mechanical and electronic equipment/ systems etc.
	iii)	In case, the contractor fails to submit the completion plan as aforesaid, the Employer will not process its bills for payment till such time the said details are submitted.
	CLAUSE 9	
Payment of Final Bill	i)	The final bill shall be submitted by the contractor in the same manner as specified in interim bills within 3 months of the date of issue of certificate of virtual completion by the Engineer-in-Charge. No further claims shall be made by the contractor after submission of the final bill. Tenable payments will be made within the period of 3 months of submission, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge complete with account of materials wherever applicable.
	ii)	In case of delay in payment of final bills after prescribed time limit, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor found to be in order and cleaning as at clause 8A and documents as at clause 8B have been submitted
	CLAUSE 9A	
Payment of Contractor's Bills	i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the

through electronic means		Engineer-in-Charge (1) an authorization in the form (Annex 5) of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format (2) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.
	ii)	Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.
	CLAUSE 10	
Materials to be provided by the Contractor	i)	The contractor shall, at his own expense, provide all materials, required for the works.
	ii)	The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The materials shall be selected from the make/brand specified in the list of approved makes of materials at Section VI. The contractor shall, if requested by the Engineer-in- Charge furnish proof along with Material Test Certificates (MTC) of manufacturer, to the satisfaction of the Engineer-in-Charge that the materials so comply (Schedule 'B'). The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications and make/brand in the list of approved make / materials laid down in the contract. In case of non-

		availability of make/brand specified in the list of approved makes of material at Section VI and the Contractor submit the documentary evidence for the same to the satisfaction of Engineer-in-Charge, proposed materials shall be tested in accordance with specifications following the Indian Standard Codes of Bureau of Indian Standard and / or applicable code of material testing and specifications, and approval of the Engineer-in-Charge in such case shall be issued after receipt of satisfactory test results of materials satisfying the specifications and standards.
	iii)	The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed, if required for approval of material and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
	iv)	The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in- Charge or his authorized representative shall at all times have access to the works and to all workshops, factories or/ and other places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access for inspections and examination and test of the materials and workmanship. No person not authorized by the employer except the representatives of public authorities shall be allowed on the works at any time.

	v)	The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
	vi)	Basic price adjustment shall be done on the measured quantities for the finished items of work with specified "Basic Prices / Rates". In addition to the difference in the Basic Price / Rate and the actual purchase Price/ Rate, Contractor's overhead and profit @ 15% on the difference shall be considered for the Basic price / Rate adjustment. While carrying out price adjustments, NO other components such as wastage, transportation, handling, insurance, labour, etc. shall be taken in to account.
CLAUSE 10A (Not Applicable)		
Price Adjustment – Payment on account of variation in Material Prices / Wages	(i)	Where scheduled period of completion is more than one year, in order to take in to account the variations in Material prices and wages during the contract period when the work is in progress, including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, adjustments in the costs of materials and labour shall be allowed on the basis of formulae as given below) <u>(1) Materials</u> $V_M = 70/100 \{0.88 V - (M)\} \times \{(W_I - W_{I_0})/W_{I_0}\}$ Where V_M = Variation in material cost, i.e., increase or decrease in the amount in Rs to be paid or recovered.

		V = Value of work done excluding advances on materials, if any, during the period under reckoning. M = Cost of materials for which basic rates, if any, are indicated in the tender WI = Average of All India Wholesale Price Index for all commodities for the period under reckoning as published in the RBI Bulletin. WI₀ = All India Wholesale Price Index for all commodities during the month of receipt of final Price Bid of the tender as published in the RBI Bulletin <u>(2) Labour</u> $V_L = 30/100 \{0.88 V - (M)\} \times \{(CI - CI_0)/CI_0\}$ Where V_L = Variation in labour cost, i.e., increase or decrease in the amount in Rs to be paid or recovered. V = As stated in (1) above M = As stated in (1) above CI = Average of Consumer Price Index for industrial workers applicable for declared by Labour Bureau, Government of India as published in the RBI Bulletin during the period under reckoning. CI₀ = Consumer Price Index for industrial workers applicable for declared by Labour Bureau, Government of India as published in RBI Bulletin during the month of receipt of final Price Bid of the tender.
--	--	--

	ii)	The base date for working out such price adjustment shall be the last stipulated date of receipt of Final Price bid of the tenders.
	iii)	The cost of work on which price adjustment will be payable shall be reckoned as below:
	a)	Gross value of work done up to last price adjustment: (A)
	b)	Gross value of work done up to the current date: (B)
	c)	Gross value of work done during the period under reckoning (A-B) = I
	d)	Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during the period under reckoning: (D)
	k)	Then, Cost of work for which price adjustment is applicable: $V = I - (D)$
	iv)	Materials which are covered by the provision of basic prices/ rates are excluded from the purview under this adjustment.
	v)	Adjustments based on the above formulae will be made for each bill as and when the indices are published. The Contractors shall submit the bill for price adjustment with detailed calculations. Pending availability of firm figures for the indices, the bills may be paid on the basis of provisional figures, subject to adjustments later on.
	vi)	The downward adjustment on account of labour element will be made only if the minimum wages at also register corresponding fall compared to the minimum wages at prevailing in the month of receipt of final price bid of the tenders.
	vii)	The price adjustment clause shall be applicable only for the work executed during the contract period including authorized extension, if any. In case the work is not completed within the contract period including authorized extension and the provision of Compensation for Delay has to be enforced, this adjustment clause will not be applicable for work done during that period. It is also clarified that price adjustment clause will not be applicable to any extra variation items, the rates of which are based on prevailing market rate.

		Contract period shall be reckoned in one stretch without any break from the Commencement Date.
	viii)	In case the bill is submitted to the Employer prior to 15 th of a particular month, index for the previous month will be reckoned for calculating the average indices for arriving at the adjustment. If however, the bill is submitted on or after 15 th , the Indices for that particular month shall be taken into consideration.
	ix)	Price Adjustment bills shall also be treated as bills of the concerned agencies against the Contract and shall attract provisions of Retention Money, Income Tax deductions etc. as stipulated in the contract.
	CLAUSE 10B (Not Applicable)	
Material Testing lab at site		The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Schedule F.
	CLAUSE 11	
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	i)	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.
	ii)	In the case of any class of work for which there is no such specifications as referred above, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such

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

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

		substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The Engineer-in-Charge shall be the final authority to decide whether any item of work is extra/ deviation/ substitution item.
	12.1	The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract price sum being ordered, be extended, if requested by the contractor, as follows
	i)	In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work (including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus
	ii)	25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
Deviation – Extra Items and Pricing	12.2	A) Items that are completely new, and are in addition to the items contained in the contract
		Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Engineer-in-Charge the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Engineer-in-Charge shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

			Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Engineer-in-Charge, the workman's name) and materials employed be delivered for verification to the Engineer-in-Charge or his representative at or before the end of the week following that in which the work has been executed.
			In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen (15) Calendar days of receipt of order or occurrence of the item(s) claim rates, supported by proper market rate analysis (CPWD method shall be followed as far as possible) supported by invoices, vouchers etc. worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
Deviation – Substituted Items and Pricing		B)	Items that are taken up with partial substitution or in lieu of items of work in the contract
			In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall, wherever possible, be derived out of the rates given in priced schedule of quantities, in the manner as mentioned in the following para.
		a)	The net rates or prices in the original tender shall determine the valuation of the extra work where such

			extra work is of similar character and executed under similar conditions as the work priced therein.
		b)	The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (A) thereof.
		c)	If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
		d)	If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
Deviation – Deviated Quantities and Pricing		C)	In the case of contract items, substituted items, contract cum substituted items which exceed the pre-specified limits over the tender quantity
			In the case of contract items, substituted items, contract cum substituted items, which exceed the pre-specified limits laid down in Schedule 'F', the contractor may within fifteen (15) calendar days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-

		in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
		The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F.
		The Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration of analysis of rates submitted by the contractor, determine the rates on the basis of the market rates (as per invoice, vouchers from the manufacturers or suppliers submitted by the contractor and duly verified by the Engineer-in-Charge or his representative) and the contractor shall be paid in accordance with the rates so determined.
	12.3	The prescribed time limit for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is forty-five (45) Calendar days.
	12.4	The contractor shall send to the Engineer-in-Charge once every three months, an up-to-date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorise consideration of such claims on merits.
	12.5	Any operation incidental to or necessarily has to be in contemplation of Tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the

		rates quoted by the Tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.
	CLAUSE 13	
Foreclosure of contract due to Abandonment or Reduction in Scope of Work	If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.	
	The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;	
	i)	Employer shall have the option to take over contractor's materials or any part thereof either brought to site or at workshop (factory) or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Employer shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Employer, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, labour in fabrication & installation, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
	The contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition. In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on	

	the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus Defect Liability Period plus 2 months beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.	
	CLAUSE 14	
Carrying out part work at risk & cost of contractor	If contractor:	
	i)	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge or
	ii)	Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge or
	iii)	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
	The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:	
	a)	Take possession of the site and any materials, implements, stores, etc., thereon; and/or
	b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
	The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. In addition to it, the liability of contractor on account of loss or damage suffered by Employer	

	because of action under this clause shall not exceed 10% of the Contract price of the work.
	In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
	Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within thirty (30) Calendar days.
	If the contractor fails to pay the required sum within the aforesaid period of thirty (30) Calendar days, the Engineer-in-Charge shall have the right to sell any or all of the contractor's' unused materials kept at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
	In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.
	CLAUSE 15

Suspension of Work	i)	The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:	
		a)	on account of any default on the part of the contractor or
		b)	for proper execution of the works or part thereof for reasons other than the default of the contractor or
		c)	for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
	ii)	If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:	
		a)	the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and
		b)	If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
	iii)	If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except	

		when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer- in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.
Dismantled Material Employer's property	CLAUSE 16 The contractor shall treat all materials obtained during dismantling work at site (except material mentioned in Bill of quantity under rebate item and debris) etc. as Employer's property and such materials shall be disposed of as per the specific instructions in this regard or in absence of the same to the best advantage of Employer according to the instructions in writing issued by the Engineer-in-Charge.	
	CLAUSE 17	
Contractor Liable for Damages, defects during	i)	If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass

defect liability period	or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, or other faults appear in the work within Defects Liability Period stated in schedule 'F' or, if none stated, then within one year after a certificate of virtual completion shall have been given by the Engineer- in-Charge as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Engineer-in-Charge may employ and pay other persons to amend and make good such defects or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer-in-Charge's Certificate in writing, from any money due or may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Engineer-in-Charge equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer. The security deposit of the contractor shall not be refunded before
-------------------------	--

		the expiry of the Defect Liability Period after the issue of the certificate final or otherwise, as provided elsewhere.
	ii)	In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.
	Clause 18	
Setting out of works	The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within the Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer-in-Charge. The checking of any setting-out or of any line or level by the Engineer-in-Charge or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sight rails, pegs and other things used in setting out the works.	
	CLAUSE 19	
All relevant Statutory Laws to be complied by the Contractor	i)	The contractor shall comply with provisions of all relevant laws in connection with the work, as may be applicable viz. Contract Labour (R&A) Act, 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971, Minimum Wages (Central) Rules 1950, Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, ESI Act 1948, EPF Act 1952, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act 1996, Building and other Construction Workers Act 1996, or the modifications thereof or any other relevant laws and rules made thereunder from time to time etc. (Schedule I). All applicable labour licenses etc. shall be obtained by the

		Contractor before the commencement of the work and continue to have a valid license until the completion of the work.
	ii)	Any failure to fulfil these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
	iii)	The contractor shall indemnify as per the format provided at Annex 6 and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
	iv)	No labour below fourteen years shall be employed at the work.
	v)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
Payment of wages	CLAUSE 19A	
	i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed
	iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of

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

	at his own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities inconnection therewith.
	CLAUSE 19 C The decision of the Employer shall be final in deducting from any bill due to the contractor, the amount levied as fine if any by relevant statutory authorities and be binding on the contractor.
	CLAUSE 19 D In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by him/her.
	CLAUSE 19 E The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of execution works where the labour has an easy access to the individual floors of building, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour
	CLAUSE 19 F i) It shall be the responsibility of the contractor to see that the site under work is not occupied by anybody unauthorizedly during execution of work, and is handed over to the Engineer-in-Charge with vacant possession of the site. If such site though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said site in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

	ii) However, the Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before handing over.
	CLAUSE 19 G
Ensuring Payment and Amenities to Workers if contractor fails	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by. Contractors, Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under subsection (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim. Contractor shall submit certificate annexure hereto as Annex 13 along with all running bills and final bill
	CLAUSE 19 H
Contribution of EPF and ESI	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.
	CLAUSE 20

Authorities and Notices	i)	The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.
	ii)	The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.
	CLAUSE 21	
Work not to be sublet. Action in case of insolvency	The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.	
	CLAUSE 22	

Changes in firm's Constitution to be intimated	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
	CLAUSE 23
Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc.	The contractor shall arrange at his own expense all materials (including consumables), all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding, accessories to reach up to working height level and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expense may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.
	CLAUSE 24

Settlement of Disputes & Arbitration	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:	
	i)	The decision, opinion, direction, certificate of payment issued by the Bank's Engineer in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision be in the form of a final certificate or otherwise.
	ii)	If a dispute of any kind arises between the Bank and the contractor/ counterparty 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 30 days from the date on which any party gives the other party a notice to negotiate /engage in amicable discussions. For this purpose, the Bank shall constitute a Dispute Resolution committee (DRC) which will interact with the contractor / consultant to find an amicable solution. The resolution of the DRC shall be communicated to the contractor within 30 days after the matter is referred to DRC.
	iii)	If an amicable settlement is not forthcoming within the aforesaid period, then the dispute shall then be referred to and finally resolved through arbitration or conciliation as per the Arbitration and Conciliation Act 1996, as amended from time to time. The award passed by the arbitrator shall be binding on the parties and shall apply to the contract.

	iv)	If any or both parties are not in agreement with the resolution given by DRC, the matter shall be referred to Arbitration. A written notice by the aggrieved party to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three persons names and forward to the contractor to select one among them as arbitrator. The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision. The arbitrator shall make his award within one year (or such further extended time as may be decided by him as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator shall make an award in terms of such settlement or compromise. Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the parties and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. It is agreed that the contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due
--	-----	--

		diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The place of Arbitration shall be Mumbai, India.
	(v)	No dispute shall be referred to Arbitration after expiry of 30 days from the date of receipt of decision of DRC, if notified, or from the date when the DRC ought to have given their decision in case of failure on the part of the DRC to give notice of decision.
	CLAUSE 25	
Contractor to indemnify Employer against Patent Rights		The contractor shall fully indemnify (Annex 7) and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
	CLAUSE 26	
Nominated Sub-Contractors	i)	All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Engineer-in-Charge are hereby declared to be

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

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

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

	other such levies paid by Contractor in respect thereof. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.	
	CLAUSE 29	
Water and Electric power supply for work	Bank will make available water and electricity power supply required at one point free of charge. Contractor shall make their own arrangement for further extension of connection if any with safety fixtures and nothing extra will be paid for the same.	
	CLAUSE 30	
Employer's water supply, if available	Water if available may be supplied to the contractor by the Employer at free of cost subject to the following conditions:-	
	i) The Employer do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the water mains so that the progress of his/their work is not held up for want of water. No claim of damage or refund of Water charges will be entertained on account of such break down.	
	CLAUSE 31	
Insurance in respect of damages to Persons and Property (Refer schedule E) (Insurance policies (CAR & WC) shall be obtained for the full amount of	(i) All insurance policies shall be in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) and shall be submitted to the Employer. ii) All policies shall be taken before commencement of work (within 14 days of award of work) and shall be maintained valid without any gap till completion of work. Initial period of all insurance policies shall be considered as contract period plus two additional months. iii) In case of non-renewal of policies, Employer has every right to stop the work OR Employer will take the policy and deduct such amount from the bills / any dues to the contractor.	
	iv)	<u>Contractor's All Risk Policy:</u> The Contractor shall be responsible for all injury or damage to persons, animals or

the contract for entire Contract Period plus an additional two-month period)	things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer an All Risk Policy for Insurance for full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.
	v) <u>Third Party Liability Policy</u> as per following details: a) For injury to persons – ₹ 5 Lakh per person per accident b) For damage to property – ₹ 10 Lakh per accident

		Subject to overall ceiling as per extant Insurance guidelines
	vi)	<u>Workmen Compensation Policy with Medical expenses extensions (up to 1 lakhs per person):</u> The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs 2 lakhs per person for any one accident or occurrence and Rs 5 lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time till the virtual completion of work. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.
	vii)	Policy covering accidents to staff, Engineers, supervisors and others who are not governed by Workmen's Compensation Act
	viii)	The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also

	for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused. The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom. Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.
	The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged. The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Engineer-in-Charge may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein. Without prejudice to his liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated Sub-Contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the Sub-Contractor to take out such policy or policies of insurance before

	commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor.
	CLAUSE 32
Employment of Staff and employees	Contractor's Superintendence and Supervision i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilment of the obligations under the contract until the expiry of the "Defects Liability Period" stated in Schedule 'F'. ii) The contractor shall provide and employ on the site only such supervisor as are skilled and experienced in their respective fields and competent to give proper supervision of the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. iii) The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes. iv) The contractor shall arrange for police verification of the staff and labours before commencement of the work at his own cost.
	CLAUSE 33
Levy/Taxes payable by Contractor	i) Goods and service tax (GST), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect. ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, sand, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the

	works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.	
	CLAUSE 34	
Conditions for reimbursement of levy/taxes if levied after receipt of tenders	i)	All tendered rates shall be inclusive of GST, all taxes, cess and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
	ii)	The contractor shall keep necessary books of accounts and other substantiating documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
	iii)	The contractor shall, within a period of fifteen (15) Calendar days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
	CLAUSE 35	
Other Persons employed by Employer	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the	

	Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.
	CLAUSE 36
If relative working with the Employer, then the contractor not allowed to tender	The contractor shall not be permitted to tender for works in the office of the Employer responsible for award and execution of contracts in which his near relative is posted as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of the Employer. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer for any breach of this condition. NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.
	CLAUSE 37
No Employee of the Employer to work as Contractor within one year of retirement	No Technical or other officer or assistant (including Junior Engineer) employed with the Employer shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.
	CLAUSE 38
Compensation during warlike situations	The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the

	Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract. Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.
	CLAUSE 39
Direction and approval of Engineer-in-Charge	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
	CLAUSE 40
	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage

	sustained and whether or not any damage shall have been sustained.
	CLAUSE 41
Non-Disclosure Pact	The contractor shall not disclose directly or indirectly any information, materials and of the Employer's infrastructure/ system/equipment etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
	CLAUSE 42
Sexual Harassment of Women Act, 2013	The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013" To this effect the contractor / agency shall submit an undertaking in the format as given in Schedule 'H'. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency of the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

	a) 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. b) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved. c) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. d) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
	CLAUSE 43
Compensation to be recovered from the Contractors in case of default on account of termination of contract	If the contract is terminated from either of the party before completion of work/contract. It is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, Byculla Cell, BKC Cell etc.

Place:

Date:

Signature of Tenderer with seal

SECTION V
SPECIAL CONDITIONS OF CONTRACT

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

	ii)	The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.
	iii)	All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site, etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
	iv)	It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary equipment, scaffoldings and safety gadgets, lifting tackles, tools and appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.
	v)	Preparing approaches and working area for the movement materials shall also be the responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability etc. to provide suitable allowances in his quotation.
	vi)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.
	vii)	CONTRACTOR shall take all steps to see that normal functioning of Working Office/Public life/ Public traffic is not affected/obstructed while executing the work. Stacking of materials, equipment, tools and vehicles involved in movement of equipment or materials should not make any hindrance for the movement of other vehicles and people.
	viii)	The works to be undertaken by the Contractor shall inter-alia include the following:
	a)	Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
	b)	Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
	c)	Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting

		any work or placing any order of any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-Charge before implementation and this shall be binding on the Contractor. The Contractor shall submit material submittals along with material sample for approval of Engineer-in-Charge prior to delivery of material at site.
	ix)	Wherever the 'basic rate' for the material is specified, the contractor shall furnish all the paid bills for Employer's verification. The purchase rate shall be got approved from the Engineer-in-Charge before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices of materials are ex-godown and are inclusive of all applicable taxes and duties levied by Local authority / Government and excluding transportation to site, loading, unloading, storing and handling etc. The rate quoted for the items shall include transportation to site, loading, unloading, storing and handling etc.
Role of employer	CLAUSE SC 3	
	The Reserve Bank of India, Estate Cell, Byculla (representative of the Employer [Reserve Bank of India, Mumbai]) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.	
Architect	CLAUSE SC 4	
	Architect engaged by the Bank will provide the design and drawings pertaining to architectural, structural, MEP etc. Also, the work has to be executed as per the said details and the contractor is bound to accept and execute the works suggested during their supervision of work.	
Green building requirements	CLAUSE SC 5	
	The Contractor shall adopt the construction practices and materials in line with the requirements for obtaining highest green building rating from Indian Green Building Council (IGBC) / Green Rating for	

	Integrated Habitat Assessment (GRIHA). Minimum requirements are specified at Section VII. The Contractor shall strictly follow the instructions of Engineer-in-Charge in this regard.		
	CLAUSE SC 6		
Inspection of Site	The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions as to the nature of the ground and sub-soil and the form and nature of the Site before submitting the tender. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit, the intending Tenderer may contact the Employer.		
Services	CLAUSE SC7		
	The Contractor shall take due and proper care during execution of work to protect Existing water/electric services from damage. In case, during the execution of work, the Contractor notices some services which require re-routing, the same shall be brought to the notice of the Engineer-in-Charge. As per the instructions of Engineer-in-Charge, further action for rerouting shall be undertaken. If the Contractor is advised by the Engineer-in-Charge to carry out the required re-routing, the work shall be treated as Extra item of work and shall be dealt as per the relevant clause of GCC.		
Handing over of site	CLAUSE SC8		
	i)	The Contractor shall be required to complete the following documentation with regard to the work within fourteen days from the date of award of work:	
	a)	Signing of the agreement on adequate value of Non-Judicial stamp paper as per the approved format	
	b)	Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in Schedule 'F'	
	c)	Submission of the specified Bank Guarantees mentioned in Schedule 'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee	

		d)	Submitting the details/ documents of the Contractor's site team as specified in relevant clause of General Conditions of Contract and schedule 'F' for obtaining approval of Engineer-in-Charge.
		e)	Submitting the detailed work programme as specified in the relevant clause of General Conditions of Contract for approval of the Engineer-in-Charge.
	ii)	After complying to the above documentation and other statutory requirements required to be complied by the Contractor before start of work, the Contractor shall be handed over the possession of the site. The scheduled date of commencement of work shall be reckoned as mentioned at Schedule 'F'. However, any delay in handing over the possession of site to the Contractor on account of non-submission of the above documents/ details shall not be considered for extension of time.	
Drawings	CLAUSE SC 9		
	The CONTRACTOR shall keep one copy of all drawings on the works and Employer or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the CONTRACTOR he shall forthwith return to the EMPLOYER all drawings and specifications. Drawings accompanying the tender documents are indicative of the scope or work and issued for tendering purpose only.		
Further drawings and Instructions	CLAUSE SC 10		
	The Engineer-in-Charge shall have full power and authority to supply drawings to the Contractor from time to time during the progress of the Works such further drawings for adequate execution and maintenance of the Works and the Contractor shall carry out and be bound by the same.		
Contractor's Barricades	CLAUSE SC 11		
	i)	Contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the working area including storage, etc.	
	ii)	Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked with suitable red markers at night without any extra cost.	

	iii)	The Contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution.
	iv)	The Contractor shall provide suitable construction safety nets, if applicable, to prevent damage to man / material at site without any extra cost
	v)	Full height barricading and separation of the work site from the existing residential campus shall be ensured. Labourers are not permitted to the existing residential campus without specific approval from the Engineer-in-Charge or his staff. There shall not be any work / disturbance beyond normal working hours to the residential area unless authorised by the Employer.
Site Facilities	CLAUSE SC 12	
	CONTRACTOR shall arrange for storage space for keeping own tools/tackles and other materials for performance of work under this contract. The safety and security including safety of materials for erection purpose as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.	
	Lighting The CONTRACTOR shall ensure that the entire site is provided with adequate lighting at all times when the work is in progress. He shall also make additional arrangements for lighting for carrying out work at night, whenever required. All costs in this connection shall be borne by him.	
	Compressed Air The Contractor shall make his own arrangement for Portable compressors, pumps, temporary piping for compressed air, if required, for the work including all necessary accessories, fittings etc. at his own cost for cleaning, flushing etc.	
	CLAUSE SC 13	

Execution work Equipment	The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate and appropriate equipment and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the requirements of the work so as to suit the work schedule. No equipment shall be supplied by the Employer. Contractor shall assess the actual requirement based on the quantum and nature of work and arrange to provide the same to achieve the progress as per the approved work programme.	
Plant etc. to be exclusively for use on the works	CLAUSE SC 14	
	i)	All plants, tools and equipment and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the execution of work in this document and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another or moving it outside the site for repairs) without the previous consent in writing of the Engineer-in-Charge which shall not be unreasonably withheld.
	ii)	Clearance of Site on Completion: On completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant, tools and equipment remaining thereon and any unused materials
Care of works/ plant/equipment	CLAUSE SC 15 From the commencement to the completion of the Works/Plant/Equipment, the Contractor shall take full responsibility for the care thereof and in case any damage loss or injury shall happen to the Works/Plant/Equipment or to any part thereof from any cause whatsoever shall at his own cost repair and make good the same so that at completion the Works/Plant/Equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract. Finished Flooring shall be protected by suitable means while carrying out the work either internally or externally and at no extra cost. Temporary used materials (e.g. Cable, pipe, valve etc.) shall not be used for permanent work. All the bought-out items supplied by the	

	Contractor and billed to Employer shall be considered as Employer's Property and due care shall be taken for safety of these by the contractor till handing over of work.	
Quality Assurance and Quality Control	CLAUSE SC 16	
	i)	The reports of the test shall be submitted to the Engineer-in-Charge as and when the tests/ quality assurance & control checks are carried out as per the contract. The Engineer-in-Charge, after evaluation of the results of tests may decide to either reject or accept the respective materials/ works etc. In case of rejection, the Contractor shall have to replace the defective material/ work at the earliest without any additional cost.
	ii)	In case the CONTRACTOR fails to follow the instructions of Engineer-in-Charge in this regard, the Engineer-in-Charge may suspend the work till such time the quality of the work is ensured. No compensation for delays on account of such suspension of work shall be considered.
Third Party	CLAUSE SC 17	
Quality Audit (Not applicable)	(i)	The work shall be executed at the highest level of quality complying with the specifications, method of execution / work, workmanship and quality standards specified in the latest IS Codes (BIS codes- refer Schedule 'B'). The quality of the project shall be monitored by the Third Party Quality Auditor/s engaged by the Bank in addition to the monitoring by Engineer-in-Charge and his/her team. The Material Testing and Quality Assurance Plan as suggested / approved by third party quality auditor will be binding to the contractor. The contractor shall follow the instructions of the said auditor and execute / rectify the work as per advice of the auditor / ensure compliance to his/her/their observations.
Materials at Basic Prices/ Basic rates	CLAUSE SC 18	
	i)	For carrying out certain items of work, the tender provides for procurement of certain materials at "Basic Prices/ Basic Rates" as specified in the tender document.
	ii)	While quoting the rates, the Tenderer should base their item

		rates at “the Basic Prices” wherever specified. The said prices are ex-Godown and are inclusive of all applicable taxes and duties levied by Government or any other statutory body and excluding transportation to site, loading, unloading, storing and handling etc. The rate quoted for the items shall include transportation to site, loading, unloading, storing and handling etc. (ex-Godown referred here will be dealer’s Godown or Rail head within the Municipal or city limits or the city where the work is being done).
	iii)	The contractor shall obtain written approval from the Engineer-in-Charge for material and purchase price before procuring any material for which “Basic Price/ Basic Rate” is specified in the tender Document.
	iv)	Basic Price adjustment shall be done on the measured quantities for the finished items of work with specified “Basic Prices/Rates”. While carrying out price adjustments, no other components such as wastage, transportation, loading, unloading, handling, insurance, labour, etc. shall be taken into account.
	v)	The contractor shall submit copies of all tax paid vouchers (original tax paid vouchers shall be shown to the Engineer-in-Charge for verification as and when required by him) for full quantity for all items to the Engineer-in-Charge in support of their claim for adjustment in Basic Rates/Prices. In absence of these documents, his claim for adjustment in Basic rates/Prices shall not be considered.
Documents to be maintained at site	CLAUSE SC 19	
	a)	The Registers/ Documents specified at Schedule ‘D’ shall be maintained at site by the Contractor at his own cost and updated regularly.
	b)	These documents shall be available for inspection by Employer’s representative or Engineer-in-Charge or his representative or third-party quality auditor during his/her/their site visit at all reasonable times.
	c)	After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the drawings

		issued to him for construction purpose to the Engineer-in-Charge before submission of the Final bill.
Progress Monitoring by the Engineer-in-Charge	CLAUSE SC 20	
	i)	The contractor shall submit his program for approval of Engineer-in-Charge within 14 days from the date of award of work as specified in the clause 5 of the Clauses of Contract.
	ii)	On the basis of the approved programme, the Engineer-in-Charge shall monitor/ review the progress through site meetings on fortnight interval or earlier, as and when required. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge.
	iii)	For this purpose, the contractor shall prepare and submit a progress report indicating following:
	A	Progress for the previous fortnight (duration under review) and the planning for the next fortnight and materials received during the fortnight (duration under review) and expected to be received during next fortnight.
	B	The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Employer/ Engineer-in-Charge.
	C	Statement of deployment of resources (men and machine) and variations, if any, from the planned schedule
	D	List of Variations / extra items if any carried out during the previous month (period under review)
	iv)	The contractor shall give the Engineer-in-Charge in every fortnight, a progress report of the work done during the previous fortnight. The progress of work will be reviewed periodically by the Engineer-in-Charge with the contractor and shortfalls, if any, sorted out. The contractor shall thereupon take such action as may be necessary to bring back his work to schedule without any additional cost to the Bank. The contractor shall install CCTV camera for capturing the progress of activities at site and present to the Bank time lapse video every fortnight.

Measurement, Billing and Terms of payment	CLAUSE SC 21	
	i)	The work shall be measured from time to time as provided in the General Conditions of Contract. The units of measurements shall be as defined in the specific item description in the Schedule of quantities. If for any item or part thereof, physical measurement is not practicable, measurements given in the execution drawings shall be adopted. As and when the Contractor feels that the gross value of work done after adjustment of the value of work already received in any previous bill and adjustment of advances, if any, has crossed the threshold value specified in the Schedule 'F' for Running Account Bill, he may raise a bill and submit to the Engineer-in-Charge for payment. The bill shall invariably be accompanied with following documents:
	a)	The signed measurements, as specified in the General Conditions of Contract.
	b)	The progress reports of the concerned period.
	c)	Test certificates/ reports of any material considered for the first time in the Contractor's bill
	d)	Checklist indicating validity of the labour license, all the Insurance Policies, PBGs
	e)	Documents evidencing the price of materials (e.g. Tax paid vouchers etc.) considered in the bill where Basic Rates are mentioned, as applicable.
	f)	Delivery challans of the materials.
	ii)	The Engineer-in-Charge reserves the right to refuse to accept the Running Account bill, if any of the document as above is not submitted along with the bill.
	iii)	Once the bill is received along with all the required documents, the Engineer-in-Charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.
	iv)	After completion of work and completing all the contractual responsibility, the measurement sheets shall be signed jointly by the Contractor or his authorized representative and Engineer-in-Charge or his authorized representatives. The Contractor shall

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

Other Conditions [to be complied with while working at site]	(i)	Contractor and / or any of their representative, labour etc. shall not encroach upon the residential area adjoining the worksite.
	(ii)	Labours shall not be allowed to work between 10.00 PM to 7.00 AM within the site
	(iii)	Contractor shall clear the debris only in gunny bags within the prescribed hours i.e. between 7.00 PM to 10.00 PM. Contractor shall not be allowed to store any debris in the common compound of society or lobby or on the ground floor.
	(iv)	The materials shall be allowed to be carried in or out only between 7.00 PM to 10.00 PM. Truck/Tempo shall not be allowed within Society compound.
	(v)	All COVID or any such pandemic related precaution and protocols shall be followed by the Contractor, their all representatives and labours etc.
		Clause SC 23
Compensation to be recovered from the Contractors in case of default on account of termination of contract:		If the contract is terminated from either of the party before completion of work/contract. It is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, Fort, Mumbai, Byculla Cell, BKC Cell etc.
		<u>CLAUSE SC 25</u>

Protocols, safety measures and security norms of present pandemic situation of Covid-19		The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mass, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand gloves, movement of the workers only pertaining to the work place, regular security checks etc. The violation of the same may be entitled for penalty on each occasion imposed by the Bank's P & SO, which may be recovered from the payment due to the contractors
		<u>CLAUSE SC 26</u>
Conduct and Professional Decorum for Contractors		The Contractor and its personnel, including authorized representatives, shall strictly maintain professional decorum and courtesy towards the Bank's officials, engineers, and staff. Any instance of misbehavior, intimidation, use of abusive language, willful obstruction of duties, or violation of ethical standards shall be deemed a breach of contract. In the event of such misconduct by any person engaged by the contractor or contractor himself, the Bank reserves the right to immediate removal of the concerned individual(s) from the premises/site, and the person(s) will not be allowed into any of the Bank's premises. Bank is at absolute discretion to take necessary action including termination of existing works under MRO and debarring the contractor from Bank's panel.

Signature of Tenderer with seal

Place:

Date:

Section V (A)

OTHER CONDITIONS

1. Bank has got registered itself as Principal Employer under Section 7 of Contract Labour (regulation and abolition) Act 1970. Therefore, the successful tenderer has to furnish to the Bank, the details of work men like number of workmen employed each day, rates of wages, hours of work, wage periods, date of commencement and completion of work etc. so as to comply with the law, as the Principal Employer.
2. The workmen will not be allowed to stay within the premises beyond working hours.
3. No storage space will be provided by the Bank. Contractors have to make necessary arrangements for the same. However they may be permitted to make temporary sheds at approved locations within the premises during the period of work. The same shall be removed and taken away by the contractor at their risk and cost after completion of the work.
4. The water required for the work or workmen can be availed from the available source at site free of cost. However if there is shortage of water, contractors have to make their own arrangements for the same at their risk and cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
5. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position in consultation with Bank's Engineers.
6. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
7. The authorized officials of the Bank shall be entitled to inspect the material/works at any time, if they so desire and the vendor shall provide all reasonable facilities to do so.
8. The contractor shall employ a qualified site Engineer on a regular basis to supervise day-to-day works at site. Such a person shall be capable of following the instructions of the Bank's Engineers and execute the works as per the specifications laid down in the Tender. Such person shall maintain daily work progress report, daily material consumption/ stock registers as directed by Bank's engineer.
9. The intending tenderer can obtain any clarifications regarding the tender provisions/specifications etc. if any from the office of the **Regional Director, Reserve Bank of India, Estate Cell, Byculla, and Mumbai – 1** on any Bank's working day.
10. The tenderer may please note that the work is to be executed in a Bank's **Colony** buildings and as such the entire work involved shall be carried out with least disturbance to Bank's staff/ visitors.

11. The entire materials for the work shall be brought to the working area through the staircase only without any disturbance to the residents.
12. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer and make the entire premises clear/clean on a day to day basis including staircase, passages affected/used by the labourers in the above work to the satisfaction of the Bank's Engineers at no extra cost. The entire debris/waste material shall be taken out of the Bank's premises and should not be dumped anywhere in and around the Bank's premises. The contractors are solely responsible if any debris is noticed by the local Corporation and penalty levied.
13. The tenderer is advised to inspect the proposed site of work to acquaint them of the scope of work.
14. The work has to be done in proper coordination with the Caretaker of the **Colony** buildings and other contractors engaged by the Bank.
15. The contractor shall maintain the account of painting materials brought to site including delivery Challan/ invoice etc. Material whenever delivered at site shall be got inspected from Bank's engineer and challans of the delivered materials shall be get verified. During progress of the work, Bank's Engineer will scrutinise the required quantity of paint as per the theoretical converge specified by the paint manufacturer was used in the work. In addition to this the Bank's Engineer will also verify the quantum of work done, quality and certify the bills of the contractor.
16. The entire painting operation including day-to-day supervision will be the responsibility of the contractor. The representative of the paint company shall inspect the works periodically and submit a report to the Bank for the quality/ progress of work being carried out. The contractor's representative shall visit the site; inspect the type of the existing surfaces, and site/ climatic conditions.
17. Contractors must protect vehicles parked in the vicinity of the blocks where works are being undertaken, by making necessary arrangement for covering from overspray, spills, of paint drops or other material used during the work. In case of any type of damage to vehicle during execution of work, contractor has to bear the cost of necessary repair/rectification.

Signature of Tenderer with seal

Place:

Date:

Section VI

TECHNICAL SPECIFICATION OF WORKS

A) The work in general shall be carried out as per the BOQ specification. In case any item is not covered in any of these documents, the same shall be carried out as per the latest BIS codes in practice or as per approval of Engineer in Charge.

B) Work shall be carried out as per BOQ specification.

Place :

Signature and seal of bidder

Date:

A. 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.

Description	Name of approved make/ manufacturers
Primer and Paints	Asian Paints , ICI Dulux, Nerolac, Berger or any other approved make
Ready Mixed plaster	Wall plast, Ultratech, ACC or any other approved make
Structural repairs chemicals	M/s. Fosroc India Limited, M/s. Pidilite, M/s. MC Baushumie, M/s. STP, M/s. BASF, M/s. SIKA, M/s. Bal Endura or approved equivalent make.
White Cement / White Cement putty	Berger wall putty, Birla Wall putty JK Wall Putty, Magicrete or any other approved make
Cement	A.C.C, Ultra Tech, Ambuja, Birla, Dalmiya, Ramco, Coramandal or approved equivalent make.
Water proofing compound	Dr.FIXT, BASF / PIDILITE / FOSROC / SIKA or approved equivalent make
Reinforcement Steel	Tata, SAIL or approved equivalent
UPVC pipe and fittings	Supreme, Astral, Ashirwad, Finolex, Prince or approved equivalent
CPVC Pipe & Fitting	Supreme, Astral, Ashirwad, Finolex or approved equivalent
uPVC Pipe & Fitting	Astral, Supreme, Ashirwad, Finolex or approved equivalent

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

Place:

Date:

Phone/Mobile No. :

E-mail id:

**Signature and seal of the Tenderer
Name & address**

APPENDIX HEREINBEFORE REFERRED TO

1. Defects liability Period	12 months from the date of issue of virtual completion certificate.
2. Period of final measurement	Three months from the date of final completion of the work including settlement of final bill.
3. Date of commencement	Within 14 th day from the date of award of work.
4. Date of completion	5 months for entire work which shall be reckoned from 14 th day of work order.
5. Compensation for delay	0.25% of the estimated cost per week (to be computed on per day basis) subject to maximum amount of 10% of the contract value for the entire work.
6. Value of work for Interim Certificate	₹ 15 Lakh
7. Retention Percentage	5% from each bill
8. Total Security Deposit	5% RMD + EMD
9. Refund of EMD	On receipt of PBG.
10. Period of honoring RA bill certificate	30 working days
11. Period of honoring final bill certificate	Three months from the date of submission of bill along with all details
12. Interest for delayed payment	Three percent per annum
13. Performance Bank Guarantee (PBG)	Bank Guarantee from any Scheduled Bank for an amount equal to 5% of the contract value and valid till completion of the work + 2 months
14. Release of Performance Bank Guarantee (PBG)	After one month from the virtual date of completion of work.
15. Waterproofing Performance Bank Guarantee (WPBG)	Waterproofing Performance Bank Guarantee to be submitted from any Scheduled Bank for an amount equal to 5% of the value of waterproof painting works valid till 5 years beyond date of virtual completion of the work.
16. Release of Waterproofing Performance Bank Guarantee (WPBG)	Release of WPBG after one month of completion of guarantee period of 5 years after virtual completion
17. Released of RMD	After DLP, 12 months from the date of issue of virtual completion.

Date:-

Place:-

Signature of the contractor with name & seal

Address:

SECTION VII

LIST OF SCHEDULES

(A to J)

Section VII

Schedule A

NOTES FOR SCHEDULE OF QUANTITIES

1	The Schedule of Quantities shall be read in conjunction with the specifications, Tender drawings and bid documents. Tenderer shall not rely merely on the description given in the Schedule of Quantities.																					
2	Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for tendering. No claim shall be entertained from Contractor if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. The Engineer-in-Charge reserves the right to modify any aspect of the scope of Tender at any time during the course of work.																					
3	The tenderer shall quote his rates in for items of work in the price bid																					
4	Quote in percentage above or below or at par shall be in words and figures.																					
5	Non-compliance of these conditions may render the Bid invalid at the discretion of the Employer.																					
6	The quantities of work actually carried out against each item shall be measured and paid at the rates quoted (schedule rate with quoted percentage above or at par or below) where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.																					
7	Tenderer shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.																					
8	Abbreviations used are as under : <table><tr><td>i)</td><td>No.</td><td>Number</td></tr><tr><td>ii)</td><td>Cu m</td><td>Cubic metre</td></tr><tr><td>iii)</td><td>Sq m</td><td>Square metre</td></tr><tr><td>iv)</td><td>M</td><td>Metre</td></tr><tr><td>v)</td><td>LS</td><td>Lump sum</td></tr><tr><td>vi)</td><td>MT</td><td>Metric Tonne</td></tr><tr><td>vii)</td><td>Kg</td><td>Kilogram</td></tr></table>	i)	No.	Number	ii)	Cu m	Cubic metre	iii)	Sq m	Square metre	iv)	M	Metre	v)	LS	Lump sum	vi)	MT	Metric Tonne	vii)	Kg	Kilogram
i)	No.	Number																				
ii)	Cu m	Cubic metre																				
iii)	Sq m	Square metre																				
iv)	M	Metre																				
v)	LS	Lump sum																				
vi)	MT	Metric Tonne																				
vii)	Kg	Kilogram																				

Schedule B

(Ref: clause 10 of 'Clauses of Contract' in Section IV and clause 16 of section V)

MATERIAL TESTING AND QUALITY ASSURANCE

- (i) Once, the material (to be used in work) is approved by Engineer-in-Charge as per clause 10 of 'Clauses of Contract' in Section IV, Contractor shall, within 02 working days from the date of such approval, submit his / their material procurement plan for entire work to the Engineer-in-Charge. Contractor shall submit to Engineer-in-Charge the material testing certificate (s) (MTC) provided by Manufacturer for every supply by Manufacturer to Contractor supported by substantiating document (acceptable to Engineer-in-Charge) linking material supplied by Manufacturer to its MTC.
- (ii) Testing of materials shall be conforming to the relevant Code (s) as stated in the contract and as per Material Testing and Quality Assurance Plan suggested / approved by the Employer.
- (iii) Whenever material is to be tested in laboratory, material testing shall be done through NABL Accredited laboratory (ies).

Schedule C

(Ref: clause 11(iii) of “clauses of contract” under section IV) **SAFETY CODE**

1. Suitable scaffolds as specified in the schedule of quantities should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($11\frac{1}{2}$ ”) for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ ” for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such

person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

(a) Excavation and Trenching – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done. All trenches and excavations shall be provided with necessary fencing and lighting

(b) Safety Measures for digging bore holes:-

(i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

(ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;

(iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

(iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

(v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi) After the borewell is drilled the entire site should be brought to the ground level.

6. Demolition – Before any demolition work is commenced and also during the progress of the work,

(i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

(ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

(iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

7. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition

suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear, rubber hand gloves and protective goggles.

(ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

(iii) Those engaged in welding works shall be provided with welder's protective eye shields and gloves.

(iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(i) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

(ii) In addition, the contractor shall ensure that the following safety measure are adhered to :-

(a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

(b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

(c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

(d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

(e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

(f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

(g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

(h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

(i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.

(j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

(k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

(l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

(m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

(n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vii) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

(a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

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

I Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

- a. Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.

8. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

b. Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

c. Overall, shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled¹³ by painting materials.

d. Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified.

(vii) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

e. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

9. Use of hoisting machines and tackle including their attachments, anchorage and supports shall be in perfect condition and also shall conform to the following standards or conditions :-

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from ~~patent~~ defects.

(ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe

working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in- Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

(v) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

(vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

10. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

11. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

FIRE SAFETY CODE

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

Schedule D

(Ref: clause 19 of section V)

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

Sr. No.	Description of the Document	Remarks
1	Contract Agreement.	Certified true copies of the contracts (Not Applicable)
2	Drawings	One set of all Architectural Interior layout plan , Electrical, AC and other drawings issued for the work shall well preserved by covering transparent polythene paper (Not Applicable)
3	Work Programme Chart	Showing latest item wise progress plan
4	Work instruction / Site order Book	For issue of instructions by Engineer-in-charge or his representative at site in the course of day to day supervision. This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Engineer-in-Charge or his representative, another by the contractor and the third copy shall remain in the book on which the compliance shall be recorded by Contractor after taking required action.
5	Material at site Register	To record the material receipted and issued by on daily basis by the contractor.
6	Labor Report and Daily Progress Report (DPR)	To record the labour and DPR by the contractor.
7	Test Reports/ certificates for Materials/ equipment	To maintain record of test reports/ certificates received from manufacturers.
8	Measurement Book	To record measurements of works
9	Progress Review reports along with progress photographs	To maintain record of progress. (Not Applicable)
10	File and Register for Extra/Variation Order	To maintain record of extra/ variation items
11	Hindrance register	For recording the details of hindrances, reasons & its clearance with time period jointly signed by the Site Engineer/ Engineer-in-charge representative and the contractor's representative
12	Log Book of defects	To record defects noticed during inspection (Not Applicable)

These registers shall be kept in the safe custody of AM(Tech).

Proper records of consumption of cement and other such materials shall be maintained and comparisons may be made about theoretical and actual consumption and that of available stocks in respect of projects at each centre. Such records may be periodically checked by Engineer-in-Charge of the project.

Schedule E

(Ref: clauses 3 of section I and 5, 19 of section III)

GENERAL RULES AND INSTRUCTIONS TO TENDERERS – INFORMATION

Bids in Two Bids System	1	Tender Inviting Authority – Regional Director Reserve Bank of India Estate Cell, Byculla..... Tel No.: Fax No.: Email id: Name of work: External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai Estimated cost of work: ₹ ₹ 78.41Lakhs
Earnest Money Deposit (EMD)	14	Earnest Money Deposit (EMD) of ₹1,56,820(Rupees One Lakh Fifty-Six Thousand Eight Hundred twenty only) is to be submitted by all the tenderers through NEFT / RTGS to the following account: NEFT details A/c No.: 04869229925 IFSC: RBIS0MBPA04 (5th & 10th digits are zero) OR through Bank Guarantee from a scheduled Bank as per Annex 2 (validity of BG at least upto validity of bid). EMD in any of the above forms shall be deposited in original at the office of tender inviting authority on or before the due date specified in Notice Inviting e-Tender / Schedule of Tender

Schedule F

GENERAL CONDITIONS OF THE CONTRACT – INFORMATION

Definitions		
	2.	
	i)	Name of the Work – External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai
	ii)	The Sites – Bank's Byculla Staff Quarters, Mumbai-400008
	iii)	Employer – Reserve Bank of India represented by Regional Director, Reserve Bank of India, Estate Cell, Byculla
	xxii)	The percentage mentioned to cover all overheads and profits – 15%
Discrepancies and Adjustment of Errors	8.2	The Competent Authority - Regional Director, Reserve Bank of India, Estate Cell, Byculla

CLAUSES OF CONTRACT

Performance Guarantee	CLAUSE 1 and item 23 of General Rules and Instructions to Tenderers – Information	
	Bank Guarantee from any Scheduled Bank as per proforma at Annex 4 of this tender, for an amount equal to 5% of the Estimate Amount or NEFT / RTGS for an amount equal to 5% of the contract value	
	(i)	Time allowed for submission of Performance Guarantee from the date of award of work – 14 days
Recovery of Security Deposit	CLAUSE 1 A	
	Retention percentage – 5% from every bill subject to 5% of the contract price.	
	Total Retention Money – 5% of the contract price	

Compensation for Delay	CLAUSE 2
	Authority for fixing compensation under clause 2: The Regional Director, Reserve Bank of India, Estate Cell, Byculla
	Compensation for Delay (i) The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he/they shall be liable to pay compensation for delay at the rate of 0.25% of the Estimated Cost per week (to be computed on per day basis) subject to a maximum amount of 10% of the contract price. (ii) The compensation for delay will be levied in following manner: “If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in her/ his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as “Liquidated Damages” (compensation for delay) for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The projects falling under this category shall be broken down in at least three suitable milestones clearly indicating time and amount for achieving each milestone. In case, the contractor does not achieve a particular milestone(s), if any, mentioned in the Contract or rescheduled milestone(s) in terms of time extension clause, the amount to be calculated based on the targeted financial progress for the milestone and the delay upto the Running Account bill under processing shall be withheld (as per the method given below) to be adjusted against the liquidated damages (compensation for delay) levied at the time of completion of contract. Withholding of payments on failure to

achieve a milestone shall be automatic and without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make-up for the delay before the subsequent milestone(s), the amount mentioned against each missed milestone shall also be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The delay period shall be calculated from the stipulated date of occurrence of a milestone until the date when the milestone is actually achieved, however, the amount to be withhold from a R.A. bill before reaching to a particular milestone(s) shall be calculated for the delay until the date of R.A. bill. The application of liquidated damages (compensation for delay) shall not effect a change in the milestone or release the Contractor of her/ his obligation to improve the progress of work. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages (compensation for delay), if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money.

(iii) Milestone Chart:

Amount to be withheld in case of non-achievement the Milestone will be done as under:

Milestones	Due date	Milestone Target amount (T)
Project Start	D0-Schedule Date of start of work as per work order	0
1st	D1- 45 days after D0	1500000
2nd	D2 -75 days after D0	4000000
3rd	D3- 105 days after D2	5800000
4th	D5-Schedule date of completion as per work order	

Say a RA bill received on $D(R)$ is certified for gross amount of R where:

- i. $T_{(N-X)} \leq R < T_{(N-X+1)}$ i.e. Progress reached up to $(N-X)$ th milestone
- ii. RA Bill date $D(R)$ is after $D(N)$ i.e. N th milestone has become due as on RA bill date
- iii. Say, the liquidated damages is 0.25% per week of delay.

	iv. Withhold amount for not achieving N th milestone $A_{(N)} = (0.0025/7) * (D_R - D_N) * (T_N - T_{(N-1)})$ where $T_{(N-1)}$ will be zero if N th milestone is the first in the series of delayed milestones Note: (i) The withhold amount against not achieving milestone would remain withhold unless a milestone due on the RA bill date is achieved. (ii) The withhold amount would be released in case of achieving all due milestones on the RA bill date An illustration ^{&} for explanation of the above is given at the end of this Schedule.	
Commencement, Time allowed for completion and Extension for Delay	CLAUSE 5	
	Date of commencement: 14 th day from the date of award of work. Time allowed for completion of work: 5 months from the date of commencement. Extension for delays shall be as per clause 5 of 'Clauses of Contract' in Section IV	
	i)	Authority for granting Extension of Time: Regional Director, Reserve Bank of India, Estate Cell, Byculla
	ii)	Authority for shifting of milestones: Regional Director, Reserve Bank of India, Estate Cell, Byculla
	iii)	Authority for shifting of date of commencement in case of delay in handing over of site: Estate Cell, Byculla
Payment on Interim Certificate to be Regarded as Advances	CLAUSE 7	
		Gross value of work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment eligible for raising Running Account bill (Interim payment): ₹ 15.0 lakhs
		Retention percentage for Interim Certificates – 5% from every bill
		Total Retention Money – 5% of the Contract Price (i.e., Retention Money from each bill) plus 5% Performance Guarantee.
		Retention period for the Retention Money – up to

		successful completion of Defects Liability Period (DLP) of 12 months from the date of virtual completion certified by the Engineer-in-Charge) specifically stipulated at clause 17 of this tender.
		Installment due after Virtual Completion —Nil
		Running Account Bill: (a) An Ad-hoc payment of not less than 75% of eligible amount of Running Account (R.A.) Bills will be released within 10 working days of the receipt of bill pending test checking of work, detailed scrutiny of the bill (b) The balance amount will be released after final checking of the bill within 30 working days of submission of bill of the measurements, documents etc. (c) In case there is significant discrepancies observed in the bill submitted and certified value, the next time the release of 75% payment within 10 working days shall not be considered.
	CLAUSE 9	
Payment of Final bill		Period of honoring final bill - 3 months from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract
	CLAUSE 10B	
Material Testing Lab at site (Not applicable)	i)	Laboratory at site: The contractor shall establish a testing lab at site and provide testing equipment and materials for the field tests mentioned in the list of mandatory tests given in CPWD Specifications 2019 Vol. 1 & 2. Nothing extra shall be payable to him on this account. The representatives of the Bank shall be at liberty to inspect the testing facilities at site and conduct testing at random in consultation with Engineer in charge. The contractor shall provide all necessary facilities for the purpose. The laboratory shall be equipped, inter alia, with the following equipment:

	<u>a)Balances:</u> i)7 kg to 10 kg capacity, semi self-indicating type – Accuracy 10 gm. ii)500 gm capacity, semi self-indicating type Accuracy 1 gm. iii)Pan Balance- 5 kg Capacity- Accuracy 10 gm. b)Ovens- Electrically operated, thermostatically controlled up to 1100C- Sensitivity 10C. c)Sieves: as per IS: 460 i)IS Sieves – 450 mm internal dia of sizes 100 mm, 80 mm, 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm, complete with lid and pan. ii)IS Sieves – 200 mm internal dia (brass frame) consisting of 2.36 mm, 1.18 mm, 500 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan. d)Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly. e)Equipment for slump test- slump cone, steel plate, tapping rod, steel scale, scoop. f)Equipment for concrete testing i)Concrete cube moulds 15x15x15cm: 18Nos. ii)Pruning Rods 2Kg weight length 40cm and ramming face 25mm : 1 No. iii)Extra Bottom plates for 15cm cube mould: 6 Nos. iv)Standard Vibration table for cubes : 1 No v)Dial gauges 25 mm travel- 0.01 mm/division Least count : 1 No. vi)Compression testing machine of 100 tonne capacity: 1 No. 90% tests for material be performed at site lab with above stated equipment's, however at least 10% testing
--	---

	ii) of materials shall be got done from external laboratories. However, for the tests to be carried out by the external laboratories, the contractor shall supply free of charge all the materials required for testing, including transportation. If the tests which were to be conducted in the site laboratory are conducted in other laboratories for any the reasons the cost of such tests shall be borne by the contractor. Other Laboratories: The contractor shall arrange carrying out all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including charges for testing for all materials.
Deviations/ Variations Extent and Pricing	CLAUSE 12 Deviation limit beyond which clause 12.2 C shall apply: 25% beyond the tender item (that is increase of more than 25%) quantity specified in the Schedule of Quantity.
Deviation – Deviated Quantities and Pricing	
Contractor Liable for Damages, defects during defect liability period	CLAUSE 17 (i) Defects Liability Period – 12 months from the date of virtual completion certified by the Engineer-in-Charge. (ii) Competent Authority for deciding recovery amount – Regional Director, Reserve Bank of India, Estate Cell, Byculla.
Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc.	CLAUSE 23 The actual requirement shall be decided by the Engineer in Charge and the same shall be binding on the contractor Note: 1. Workshop facilities for fabrication/addition and alterations, and other allied works shall be arranged by the contractor at his own cost. 2. The list of equipment/T&P/machinery as per above is for general guidance. In addition to these, machinery / equipment as required shall be arranged by the contractor in case the

	requirement at any stage exceeds as per the Program finalized at his own cost and nothing extra whatsoever on this account shall be paid. This includes equipment for arrangement of concrete from RMC producing plants also. 3. All the equipment, T&P and machinery shall be kept in good working conditions. 4. Equipment like batching plant, concrete pump excavators/Transit mixer etc. shall be allowed to be moved away from the site when, the same are no longer required at site of work in the opinion of Engineer-in-Charge. 5. In addition to above list, contractor is bound to brought at site any test equipment for any item of work, at his own cost, which Engineer-in-Charge may direct him. Nothing extra shall be paid to contractor in this regard. Direction of Engineer-in-Charge in this regard shall be final & binding. 6. If contractor fails to comply such directions within time specified by Engineer-in-Charge, the same shall be brought to site by department by any means at cost of contractor itself and nothing shall be paid in this regard.
Settlement of Disputes & Arbitration	CLAUSE 25 Competent Authority for referring the dispute – Regional Director, Reserve Bank of India, Estate Cell, Byculla Place of Arbitration –Mumbai, India
Insurance in respect of damages to Persons and Property	CLAUSE 31 Contractor shall take following Insurance Policies: 1) Contractor's All Risk Policy for the full Contract Value 2) Workmen Compensation Policy <u>with Medical expenses extensions (up to 1 lakhs per person):</u> for all workmen deployed at site. Minimum limit of coverage under the policy shall be Rs 2 lakhs per person for any one accident or occurrence and Rs 5 lakh in respect of damage to property for any one accident or occurrence. Policy shall be available for entire Contract Period plus an additional two-month period.
Initial period of all insurance policies shall be considered as contract period plus two additional months.	

	3) Third Party Liability Policy as per following details: a) For injury to persons – ₹ 5 Lakh per person per accident b) For damage to property – ₹ 10 Lakh per accident Subject to overall ceiling as per extant Insurance guidelines 4) Policy covering accidents to staff, Engineers, supervisors and others who are not governed by Workmen’s Compensation Act shall be available for entire Contract Period plus an additional two-month period.											
Employment of Staff and employees	CLAUSE 32											
	The following list of Technical Representative(s) to be deployed by the Contractor at site is indicative however the actual requirement shall be decided by the Engineer in Charge and the same shall be binding on the contractor.											
	<table><tr><th colspan="2">Requirement of Technical Staff</th><th rowspan="2">Min. experience (Years)</th><th rowspan="2">Designation of Technical Staff</th><th rowspan="2">Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)</th></tr><tr><th>Qualification</th><th>Number</th></tr><tr><td>Experienced Skilled Site Supervisor</td><td>01</td><td>3</td><td>Site Supervisor</td><td>₹ 1,000 per day</td></tr></table>	Requirement of Technical Staff		Min. experience (Years)	Designation of Technical Staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	Qualification	Number	Experienced Skilled Site Supervisor	01	3	Site Supervisor
Requirement of Technical Staff		Min. experience (Years)	Designation of Technical Staff				Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)					
Qualification	Number											
Experienced Skilled Site Supervisor	01	3	Site Supervisor	₹ 1,000 per day								
<u>&Sample Calculation to arrive at Compensation for Delay (CLAUSE 2)</u> Say Project Cost Rs. 15 Crores Milestones – 6 Project commencement date: January 01, 2024												

Mile stone	Milestone Amount (Rs. In Crores)	Amount (increment)	Schedule date of achieving
1	2	2	2024-03-31
2	4	2	2024-07-31
3	6	2	2024-10-31
4	8	2	2025-01-31
5	12	4	2025-04-30
6	15	3	2025-08-31

The RA Bills received as follows:

RA Bill	RA bill Date	Gross Bill Amount (Crores)
1st	2024-04-30	0.50
2nd	2024-08-05	1.5
3rd	2024-09-28	2
4th	2024-10-15	2.8
5th	2024-11-10	3.2
6th	2024-12-15	3.6
7th	2025-01-10	4.2
8th	2025-03-15	4.8
9th	2025-05-25	5.5
10th	2025-08-10	7.1
11th	2025-10-10	8
12th	2025-11-15	9.2
13th	2025-12-15	9.7
14th	2025-12-30	10.2
15th	2026-02-15	12
16th	2026-03-25	13.5
17th	2026-04-15	15

RA Bill	RA bill Date	Gross Bill Amount (Crores)	Milestone due as on bill date			Withhold amount for not achieving milestone (Rs. In laks)							Achieved	As per the formula payable amount** after withheld (Rs. In
			Target milestone amount (Rs. in crores)	due date	Delay (in days)	1st	2nd	3rd	4th	5th	6th	Gross Withheld		
1st	2024-04-30	0.50	2	2024-03-31	30	2.1 4	0.0 0	0.0 0	0.0 0	0.0 0	0.0 0	2.1 4		0.48
2nd	2024-08-05	1.5	4	2024-07-31	5	9.0 7	0.3 6	0.0 0	0.0 0	0.0 0	0.0 0	9.4 3		0.93
3rd	2024-09-28	2	4	2024-07-31	59	12.93	4.2 1	0.0 0	0.0 0	0.0 0	0.0 0	17.14	1st m/s	0.42

4th	2024-10-15	2.8	4	2024-07-31	76	12.93	5.43	0.00	0.00	0.00	0.00	18.36		0.79
5th	2024-11-10	3.2	6	2024-10-31	10	12.93	7.29	0.71	0.00	0.00	0.00	20.93		0.37
6th	2024-12-15	3.6	6	2024-10-31	45	12.93	9.79	3.21	0.00	0.00	0.00	25.93		0.35
7th	2025-01-10	4.2	6	2024-10-31	71	12.93	11.64	5.07	0.00	0.00	0.00	29.64	2nd m/s	0.56
8th	2025-03-15	4.8	8	2025-01-31	43	12.93	11.64	9.64	3.07	0.00	0.00	37.28		0.52
9th	2025-05-25	5.5	12	2025-04-30	25	12.93	11.64	14.71	8.14	3.57	0.00	51.00		0.56
10th	2025-08-10	7.1	12	2025-04-30	102	12.93	11.64	20.21	13.64	14.57	0.00	73.00	3rd m/s	1.38
11th	2025-10-10	8	15	2025-08-31	40	12.93	11.64	20.21	18.00	23.29	4.29	90.35	4th m/s	0.73
12th	2025-11-15	9.2	15	2025-08-31	76	12.93	11.64	20.21	18.00	28.43	8.14	99.35		1.11
13th	2025-12-15	9.7	15	2025-08-31	106	12.93	11.64	20.21	18.00	32.71	11.36	106.85		0.43
14th	2025-12-30	10.2	15	2025-08-31	121	12.93	11.64	20.21	18.00	34.86	12.96	110.60		0.46
15th	2026-02-15	12	15	2025-08-31	168	12.93	11.64	20.21	18.00	41.57	18.00	122.35	5th m/s	1.68
16th	2026-03-25	13.5	15	2025-08-31	206	12.93	11.64	20.21	18.00	41.57	22.07	126.42		1.46
17th	2026-04-15	15	15	2025-08-31	227	12.93	11.64	20.21	18.00	41.57	24.32	128.67	6th m/s	1.48

**excluding statutory deductions

Schedule G

(To be read with Item 9 / Section III)

PRE-CONTRACT INTEGRITY PACT (Not applicable)

1. General

This pre-bid pre-contract Agreement (hereinafter called the "Integrity Pact") is made on _____ day of the month of _____ 2025 between, on one hand, the Reserve Bank of India, Estate Department, Estate Cell, Byculla acting through Shri _____, Regional Director, Reserve Bank of India, Estate Department, Estate Cell, Byculla (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Mr / Ms _____,(Add designation of the APPLICANT) (hereinafter called the "APPLICANT" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to invite tender for the External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai and the APPLICANT is willing to offer/has offered the services and

WHEREAS the APPLICANT is a (please indicate category e.g. private company/ public company/ Government undertaking/ partnership, etc.) constituted in accordance with the relevant law in the matter and the PRINCIPAL is a statutory body performing its functions under the Reserve Bank of India Act, 1934 and other relevant legislations.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the PRINCIPAL to receive the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling APPLICANT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the PRINCIPAL

2.1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the APPLICANT, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.1.2 The PRINCIPAL will, during the pre-contract stage, treat all APPLICANTs alike, and will provide to all APPLICANTs the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTs.

2.1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.2 In case any such preceding misconduct on the part of such official(s) is reported by the APPLICANT to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of APPLICANT

3.1 The APPLICANT commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1.1 The APPLICANT will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.1.2 The APPLICANT further undertakes and declares/represents that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the PRINCIPAL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PRINCIPAL

3.1.3 APPLICANT shall disclose in writing the name and address of representatives and Indian APPLICANTS shall disclose their foreign principals or associates.

3.1.4 APPLICANT shall disclose in writing the payments to be made by them to any intermediary, in connection with this bid/contract.

3.1.5 The APPLICANT, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose in writing payments, if any, he has made / is committed to or intends to make to officials of the PRINCIPAL or their family members or any other intermediaries in connection with the contract or otherwise and the details of services agreed upon for such payments.

3.1.6 The APPLICANT will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.1.7 The APPLICANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.1.8 The APPLICANT shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, without written consent of the PRINCIPAL. The APPLICANT also undertakes to exercise due and adequate care lest any such information is divulged.

3.1.9 The APPLICANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.1.10 The APPLICANT shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.1.11 If the APPLICANT or any employee of the APPLICANT or any person acting on behalf of the APPLICANT, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the APPLICANT's firm, the same shall be disclosed in writing by the APPLICANT at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013 of India.

3.1.12 The APPLICANT shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL

4. Previous Transgression

4.1 The APPLICANT declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company/entity in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify APPLICANT's exclusion from the tender process.

4.2 The APPLICANT agrees that if it makes incorrect statement on this subject, APPLICANT can be disqualified from the procurement process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting the Bid in the main tender, the APPLICANT shall deposit an amount as may be specified by the PRINCIPAL in the main tender (as Earnest Money/Security Deposit) with the PRINCIPAL through instruments, the detail of which along with the amount will be notified by the PRINCIPAL in the main tender.

5.2 In case of the successful APPLICANT, a clause would also be incorporated in the Article pertaining to Performance Bond (Performance Guarantee and / or Security Deposit) in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the APPLICANT or anyone employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the precontract negotiations / proceedings with applicant without assigning any reason or giving any compensation to the APPLICANT. However, the proceedings with the other APPLICANT(s) would continue.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the APPLICANT.

6.1.4 To recover all sums already paid by the PRINCIPAL, and in case of an Indian APPLICANT with interest thereon at 2% higher than the prevailing six months Marginal Cost of funds-based Lending Rate (MCLR) of State Bank of India, while in case of APPLICANT from a country other than India with interest thereon at 2% higher than the six months LIBOR. If any outstanding payment is due to the APPLICANT from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

6.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the APPLICANT, in order to recover the payments, already made by the PRINCIPAL, along with interest.

6.1.6 To cancel all or any other Contracts with the APPLICANT. The APPLICANT shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the APPLICANT.

6.1.7 To debar the APPLICANT from participating in future bidding processes of the PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.8 To recover all sums paid in violation of this Pact by APPLICANT(s) to any middleman or agent or broker or any other intermediary with a view to securing the contract. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the APPLICANT, the same shall not be opened.

6.1.9 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the commission by the APPLICANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the APPLICANT), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the APPLICANT shall be final and conclusive on the APPLICANT. However, the APPLICANT can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause:

The APPLICANT undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU or any other unit owned by Government of India / the PRINCIPAL and if it is found at any stage that similar product/systems or sub systems was supplied by the APPLICANT to any Ministry/Department of the Government of India or a PSU or any other unit owned by Government of India / the PRINCIPAL at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the APPLICANT to the PRINCIPAL, if the contract has already been concluded.

8. Independent Monitors

8.1 The PRINCIPAL has appointedas Independent monitors (hereinafter referred to as Monitor/s) for this Pact.

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The APPLICANT(s) accepts that the Monitor has the right to access without restriction to all project documentation of the PRINCIPAL including that provided by the APPLICANT. The APPLICANT will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-consultants. The Monitor shall be under contractual obligation to treat the information and documents of the APPLICANT/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / APPLICANT and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its authorized agencies shall be entitled to examine all the documents including the Books of Accounts of the APPLICANT and the APPLICANT shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.2 In the event of any dispute between the PRINCIPAL and APPLICANT where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. In case, dispute remains unresolved even after mediation by the panel of IEMs, the PRINCIPAL may take further action as per terms and conditions of the contract.

9.3 Person signing the Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/ she will await their decision in the matter.

10. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL, i.e., Mumbai, India.

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the APPLICANT, including warranty period, whichever is later. In case an APPLICANT is unsuccessful

in empanelment process, this Integrity Pact shall expire after six months from the date of its execution.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

PRINCIPAL
Name of the Officer
Designation
Reserve Bank of India
Estate Department
Mumbai

APPLICANT
Name of the Authorised Signatory
Designation
Name of the Applicant

Witness

1. _____ 1. _____

2. _____ 2. _____

Schedule H

(Ref: Clause 42 of Section IV)

TENDERER'S UNDERTAKING ADDRESSED TO THE BANK

I / we hereby undertake that I/we shall comply with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

Signature of Tenderer with seal

Note:

Prevention of Sexual Harassment of women at work place (Prevention, Prohibition and Redressal)

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

Schedule I

GREEN BUILDING REQUIREMENTS

Reserve Bank of India (RBI) intend to follow Indian Green Building Council (IGBC) norms for Green Interiors space General repairs and External repainting of Buildings (6 Blocks) and provision of FRP Chajjas at RBI Officer's Quarters, Santacruz (W), Mumbai. IGBC Green Interior involves complying with the green building specification like using of certain green materials, following of sustainable procedures and certain measures during Renovation/up gradation stage, as spelt out in this document. Accordingly, various parameters related to Green building have been incorporated in the design by the RBI/Employer. The contractor shall ensure to comply the material specifications/ works as per Schedule of Quantities for the respective items and all the work procedures/ processes as specified in this schedule.

To comply with Green Building requirement, wherever called for, the Contractor shall provide necessary documents / shop drawings issued by the manufacturers and this document shall generally cover test certificates, Letter of authorization in terms of standards, thermal values, and relevant data, MSDS, write-ups / detailed description of the particular material / equipment, as stipulated by the Engineer-in-charge prior to ordering the materials and after the supply of materials or at appropriate stages.

The contractor shall verify with the Engineer-in charge regarding the correctness of the green specification before ordering and procurement of materials and equipment supplied to the work.

If the material specifications, the shop drawings and the relevant documents do not meet the specified norms; it shall be the sole responsibility of the contractor to satisfy the specified Green norms by replacing the materials / equipment with the prior approval of the Engineer-in-charge.

The contractor shall ensure that the following facilities for workers are provided (i)First-aid and emergency facilities

(ii)Adequate drinking water facilities (iii)Personal protective equipment (iv)Dust suppression measures

(v)Adequate illumination levels in construction work areas

All Renovation activities over the duration of the project should be sequenced carefully to minimize the impact on the indoor air quality.

Note: The below photographs are given just for reference purpose, they do not refer to any specific brands/makes.



Ducts Wrapped With Plastic To Avoid Dust
Wrapped with Plastic



Ducts Stored with Properly

Cleaning Prior To Installation



Equipment covered during Construction Phase



Equipment covered during Construction Phase





Cleaning

Segregated Waste Stored on Site – Cement Bags and Scrap area on Site marked with signage



Schedule J

IMPORTANT INSTRUCTIONS FOR e - TENDER

Important instructions for E-procurement

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

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

15-Jul-2026 | Search | Active Tenders | Tenders by Closing Date | Corrigendum | Results of Tenders | Contact Us | SiteMap

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

Latest Tenders

Tender Title	Reference No	Closing Date	Bid Opening Date
6. Supply of Wire Ropes for Samudra Sarvekshak	CSL/MP2/2490	21-Jul-2026 02:00 PM	22-Jul-2026 02:00 PM
7. SUPPLY OF CASTINGS	ILP/AD2/ADC031/26-27/TE-0897	20-Jul-2026 04:00 PM	21-Jul-2026 04:00 PM
8. NFN/CIVIL/668/2026/08 DATED 15/07/2026 Providing and Installation of Concrete Platform	NFN/CIVIL/668/2026/08	20-Jul-2026 03:00 PM	21-Jul-2026 03:00 PM

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

Latest Corrigendums

Corrigendum Title	Reference No	Closing Date	Bid Opening Date
6. Bid Auto Extn Corrigendum	01/IVC/CPT/26-27, Dt. 03.07.2026	18-Jul-2026 03:00 PM	20-Jul-2026 03:00 PM
7. Bid Auto Extn Corrigendum	GAIL/PATA/CNP/20140297/KS	22-Jul-2026 03:00 PM	23-Jul-2026 03:00 PM
8. Bid Auto Extn Corrigendum	GAIL/PATA/CNP/20140182/KS	22-Jul-2026 03:00 PM	23-Jul-2026 03:00 PM
9. Bid Auto Extn Corrigendum	ZW85S26004	22-Jul-2026 03:00 PM	23-Jul-2026 03:30 PM
10. Bid Auto Extn			

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

Help For Contractors
Information About DSC
Guidelines for Hassle Free Bid Submission
FAQ
Feedback
Bidders Manual Kit

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

0120-4001 002

0120-4001 005

0120- 4493395

email Support:

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

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Contact person at RBI, Estate Cell, Mumbai

1. Shri Sunil Datt Singh (A.M Tech-Civil) – Mobile No. 9951542964, Email: sunilsingh@rbi.org.in for Technical Query
2. Shri Samrat Dutta (Asst. Manager – Mobile No. 8473913031) – samratdutta@rbi.org.in for e-tender query.

Important Note

1. This is a limited tender enquiry. Only those bidders/vendors who are empanelled as vendors with RBI for such works given below under the civil category (B) 50 to 100 lakhs are eligible to participate in this tender. Bidders are advised to check with RBI regarding their eligibility for this tender before participating.
2. In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in the un-priced bill of quantities given in Part-I of the tender.

Date: -
Contractor

Signature and seal of the

Place: -

Name and address:

Phone/Mobile :

E-mail:

SECTION VIII

ANNEXURES TO VARIOUS SECTIONS AND SCHEDULES

Annex 1

(Clause 22 of Section III)

Draft Articles of Agreement to be added in bi lingual

(On Non Judicial Stamp Paper of appropriate value)

यह करार की शर्तें मुंबई में को एक पक्ष भारतीय रिजर्व बैंक जिसका केंद्रीय कार्यालय मुंबई में है (इसके पश्चात जिसे नियुक्ता कहा गया है) और दूसरा पक्ष है (जिसे इसके बाद ठेकेदार कहा गया है) के बीच हुआ है।	ARTICLES OF AGREEMENT made theday ofbetween the Reserve Bank of India having its Central Office at Mumbai,(hereinafter called “the Employer”) of the one part and..... (hereinaftercalled “the Contractor”) of the other part.
जहाँ नियोक्ता मुंबई में बैंक के स्टाफ क्वार्टर में जी और एच बिल्डिंग की बाहरी वाटरप्रूफ पेंटिंग और पुरानी क्षतिग्रस्त जीआई और सीआई लाइनों के स्थान पर नई यूपीवीसी पाइपलाइनों (बाहरी) को प्रदान करना और ठीक करना करने की इच्छा रखता है, उसने उन कामों का विवरण देने वाले चित्र और विनिर्देश बनाए हैं। और जबकि उक्त रेखाचित्रों, विशिष्टताओं और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं। और जबकि ठेकेदार यहाँ तय की गई शर्तों, विशेष शर्तों में उल्लिखित शर्तों तथा संविदा की शर्तों एवं मात्राओं की अनुसूची में बताई गई शर्तों पर (उक्त सभी को आगे सामूहिक रूप से “उक्त शर्तें” कहा जाएगा), उक्त ड्रॉविंग (रेखाचित्र) में दर्शाए और / या उक्त	WHEREAS the Employer is desirous of carrying out the work of External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank’s Staff Quarters at Byculla, Mumbai 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

विशिष्टताओं में वर्णित और उक्त मात्राओं की अनुसूची में दर्शाए कार्य, वहाँ पर तय की गई दरों के अनुरूप, भुगतान के लिए देय राशि या ऐसी अन्य राशि जो उसके तहत देय हो (जिसको इसके बाद “ उक्त ठेका राशि” के रूप में संदर्भित किया जाएगा”) के अधीन कार्य करने के लिए सहमत है।	Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount”).
अब यहाँ से इस प्रकार सहमति बनी है	NOW IT IS HEREBY AGREED AS FOLLOWS:
उक्त विचारणीय राशि के संदर्भ में, जो कि इस करार में तय तरीके के अनुसार भुगतान की जाएगी, ठेकेदार द्वारा उक्त रेखाचित्रों में दर्शाए गए एवं उक्त विशिष्टताओं तथा मात्राओं की अनुसूची में वर्णित काम को पूर्ण करने एवं शर्तों को कार्यान्वित करने के अधीन होगी।	In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
नियोक्ता ठेकेदार को शर्तों में उल्लेखित तरीके के अनुसार संविदा राशि या ऐसी अन्य राशि जो देय हो का समय पर भुगतान करेगा।	The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
उक्त शर्तों में "वास्तुकार" शब्द का अर्थ इस संविदा के तहत नवीनीकरण कार्यों की वास्तु योजना और डिजाइनिंग आदि के उद्देश्य से 'वास्तुकार' होगा।	The term “Architect” in the said conditions shall mean ‘Architect ’ for the purpose of architectural planning & designing etc. of the Renovation works under this contract.
भारतीय रिज़र्व बैंक निर्माण कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान और संविदा के विभिन्न नियमों, शर्तों और पूर्वापेक्षाओं के कार्यान्वयन के लिए सीधे व्यवस्था और प्रबंध करेगा।	The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
यहाँ उल्लेखित शर्तें और विभिन्न अनुसूचियों को इस करार के आधार के रूप में पढ़ा और समझा जाएगा और यहाँ मौजूद पार्टियां अपनी ओर से उक्त शर्तों द्वारा बंधे हैं, स्वयं को उक्त शर्तों को समर्पित करते हैं और उक्त शर्तों में उल्लेखित अनुसार अपनी ओर से करार का निष्पादन करेंगे ।	The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

करार और यहाँ उल्लिखित दस्तावेज़ इस संविदा का आधार बनाएंगे	The agreement and documents mentioned herein shall form the basis of this Contract.
यह अनुबंध न तो एक निश्चित एकमुश्त राशि का अनुबंध है और न ही एक टुकड़ा कार्य अनुबंध है, बल्कि बैंक के स्टाफ क्वार्टर, भायकुला, मुंबई में जी और एच भवन की पुरानी क्षतिग्रस्त जीआई और सीआई लाइनों के स्थान पर बाहरी वाटरप्रूफ पेंटिंग और नई यूपीवीसी पाइपलाइनों (बाहरी) को लगाने और लगाने के संबंध में कार्य करने का अनुबंध है। दरों की अनुसूची और संभावित मात्रा में निहित दरों के अनुसार या उक्त शर्तों में दिए गए अनुसार वास्तविक मापी गई मात्रा के अनुसार भुगतान किया जाएगा।	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 External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai. To be paid according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
उक्त शर्तों में निर्धारित तरीके के अनुसार ठेकेदार सिविल निर्माण कार्यों से संबंधित सभी कार्यों, सेनेटरी कार्य और फिटिंग, स्थायी जल आपूर्ति, विद्युत इन्सटालेशन, फिटिंग, एयर कंडीशनिंग और अन्य संबंधित कार्यों से संबंधित सभी कार्यों को करने के लिए हर उचित सुविधा प्रदान करेगा और इस तरह के कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान को पुनः ठीक करेगा।	The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
नियोक्ता के पास इस संविदा के पूर्वाग्रह के बिना कार्य के किसी भी वस्तु (आइटम) को जोड़कर या हटाकर या उसी के कुछ भाग को बनाए रखकर रेखाचित्र और कार्य की प्रकृति को बदलने का अधिकार सुरक्षित है।	The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same arrived out without prejudice to this contract.
समय को इस संविदा के तत्व के रूप में माना जाएगा और ठेकेदार एतदद्वारा साइट को सौंपे जाने के तुरंत बाद या उक्त शर्तों में उल्लिखित कार्यारंभ की निर्धारित तिथि से, जो भी बाद में हो, काम शुरू करने और तथापि	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 5 months subject

समय विस्तार प्रावधानों के अधीन सम्पूर्ण कार्य को पूरा 5 महीने के भीतर पूर्ण करने के लिए सहमत है।	nevertheless to the provisions for extension of time.
इस संविदा के तहत नियोक्ता द्वारा सभी भुगतान केवल मुंबई में ही किए जाएंगे।	All payments by the Employer under this Contract will be made only at Mumbai
इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और उसका निर्धारण केवल मुंबई में स्थित न्यायालय के अधिकार क्षेत्र में होगा।	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
यह कि इस संविदा के कई अंशों को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है। ठेकेदार निविदा में दी गई मात्रा से अधिक मात्रा के भुगतान के लिए तब तक हकदार नहीं होगा जब तक कि बैंक के प्रभारी अभियंता से विशिष्ट लिखित अनुदेशों के तहत आदेश नहीं दिया जाता है।	That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.
ठेकेदार बैंक के बुनियादी ढांचे उपकरणों / प्रणालियों / आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी पक्षके साथ खुलासा नहीं करेगा, जो कि इस करार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार करार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय	The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above

जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा। ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस करार के तहत गोपनीय जानकारी के गैर-प्रकटीकरण के दायित्वों को पूरी तरह से संतुष्ट किया जाए गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार-के दायित्व किसी भी कारण से होने वाले इस करार की समाप्ति या समापन को बचायेंगे। समाप्ति या समापन को बचायेंगे	shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will Survive the expiry or termination of this agreement for whatever reason.
15. कार्य स्थल पर महिलाओं के यौन उत्पीड़न की रोकथाम का खंड ए) फर्म, बैंक के परिसर के भीतर अपने (फर्म के) कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में पूर्णतः जिम्मेदार होंगी, भारतीय रिज़र्व बैंक द्वारा क्षेत्रीय समिति के समक्ष शिकायत दर्ज की जाएगी और बैंक उस शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाही की जाना सुनिश्चित करेगा। बी.) बैंक के किसी भी कर्मचारी के विरुद्ध फर्म के किसी भी कर्मचारी की तरफ से यौन उत्पीड़न होने की कोई भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।	15. <u>Clause of Prevention of Sexual Harassment at Workplace: -</u> a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint. b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank. c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any

सी.) फर्म किसी भी मौद्रिक क्षतिपूर्ति के लिए जिम्मेदार होगा, जिसे फर्म के कर्मचारियों को शामिल करने वाली घटना में भुगतान करने की आवश्यकता हो सकती है, उदाहरण के लिए बैंक के कर्मचारी को कोई भी मौद्रिक राहत, अगर समिति द्वारा फर्म के कर्मचारी द्वारा यौन उत्पीड़न किया जाना साबित होता है। डी) फर्म कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा। ई) फर्म बैंक परिसर में नियोजित अपने कर्मचारियों की पूर्ण एवं अध्यतन सूची उपलब्ध कराएगा।	monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved. d) The firm shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. e) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
16. गैर-प्रकटीकरण खंड - ठेकेदार बैंक के बुनियादी ढांचे उपकरणों आदि के बारे में प्रत्यक्ष या / प्रणालियों / अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के साथ खुलासा नहीं करेगा, जो कि इस करार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार करार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के	16. Non-Disclosure clause: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled

परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा। ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस करार के तहत गोपनीय जानकारी के गैर-प्रकटीकरण के दायित्वों को पूरी तरह से संतुष्ट किया जा गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार-के दायित्व किसी भी कारण से होने वाले इस करार की	to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
17. न्यूनतम मजदूरी अधिनियम: ठेकेदार लागू न्यूनतम मजदूरी अधिनियम व श्रम अधिनियम का अनुपालन करेंगे। किसी भी सांविधिक नियम / अपेक्षाओं के अनुसार जारी नोटिस / दंड, यदि कोई हो तो, का भुगतान ठेकेदार द्वारा बैंक से किसी दावे के बगैर किया जाएगा।	17. <u>Minimum Wages Act:</u> - Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.
18. कोविड -19 की वर्तमान महामारी की स्थिति में पालन किए जाने वाले प्रोटोकॉल, हिफाजती उपाय और सुरक्षा मानदंड : ठेकेदारों को कोविड -19 की वर्तमान महामारी की स्थिति के दौरान बैंक द्वारा निर्धारित सभी सुरक्षा, हिफाजती मानदंडों और मानक प्रोटोकॉल का पालन करना होगा जैसे कि	18. <u>Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed:</u> The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mask, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand gloves, movement of the workers only pertaining to the work place, regular security checks etc.

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

यानी संपदा कार्यालय, फोर्ट, , भायखला कक्ष, बीकेसी कक्ष इत्यादि में लंबित किसी भी अन्य बिल / बिलों सहित के समक्ष देय राशि में से वसूल की जाएगी, जो कि संविदा की जबरन समाप्ति और कार्य को पूर्ण करने में व्यर्थ हुए समय के कारण बैंक द्वारा उठाया गया एक प्रत्यक्ष वित्तीय नुकसान है।	
इसके साक्ष में, नियोक्ता और ठेकेदार ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं एवं दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं। (यदि ठेकेदार एक साझेदारी या व्यक्तिगत स्वामित्व है) इसके साक्ष में, नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं और ठेकेदार ने अपनी आम मुहर को यहां लगाया है और इसके बाद उसकी ओर से दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं।	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual) IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written. (If the Contractor is a Company)

Annex 2

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director

Reserve Bank of India

Estate Cell, Byculla

Dear Sir,

Name of Work : External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

Ref.: NIT/Advt.No.

date

WHEREAS

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

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

M/s. (Name of the Tenderer) _____, (hereinafter called as "the Tenderer"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have

requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. _____
(Rupees _____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee.

This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).

- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only) .
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (four months from the last date of submission of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorized Official (with seal)

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

Annex 3

(clause 1(i) of clauses of contract under section IV)

PROFORMA OF BANK GUARANTEE for PERFORMANCE / RETENTION MONEY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director
Reserve Bank of India
Estate Cell, Byculla
Dear Sir,

Name of Work : External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

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

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Bank Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- f) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing

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

- g) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only) .
- h) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- i) This guarantee shall remain in force up to _____ (30 days beyond the work completion period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- j) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

.....

.....

Annex 4

(clause 8 of Form of Tender under section I)

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,
The Regional Director
Reserve Bank of India
Estate Cell, Byculla

Dear Sir/Madam,

Name of work: External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

We.....(Name of the Tenderer 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 Tenderer

Name/(s)

Stamp/Seal of the Tenderer

Note:

1. Power of Attorney should be properly stamped and notarized. Signature of the power of attorney holder shall be attested.
2. Power of Attorney furnished by Tenderer shall be irrevocable.

Annex 5

(clause 9(A) of “clauses of contract” under section IV)
Proforma for providing input for NEFT Payment

RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

1. Contractor's Name:

[illegible]

2. Contractor's Name as per Bank Records:

[illegible]

3A. Contractor's Code

--	--	--	--	--

[illegible][illegible]

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

4. Contractor's Complete Postal Address:

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

5. Contractor's E-mail ID:

[illegible]

6. Contractor's Telephone Number & Mobile Phone Number:

[illegible]

7. Name of the Bank:

[illegible]

8. Bank (Branch) Postal Address:

[illegible]

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

[illegible]

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

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

Saving Bank Account:		Cash Credit Account:		Current Account:	
----------------------	--	----------------------	--	------------------	--

11. Bank Account Number of the Contractor: ©

[illegible]

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

We hereby declare that the particulars given above are correct and complete. If the transaction is

delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

Authorized Signature of the Contractor:

Date:

Contractor's Seal:

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

Date:

Bank's Stamp

Authorized Signature of the Officer of the Bank.

Annex 6

(clause 19(iii) of clauses of contract under section IV)

Proforma for Indemnifying the Employer against Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To

The Regional Director
Reserve Bank of India
Estate Cell, Byculla

Dear Sir/Madam

Name of work: External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

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

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

Yours faithfully,

For _____

Authorised signatory

Annex 7

(Ref: clause 25 of “clauses of contract” under section IV)

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director
Reserve Bank of India
Estate Cell, Byculla

Dear Sir/Madam

Name of work: External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

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

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

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Annex 8

(clause 7(ii) of clauses of contract under section IV)

Undertaking in connection with

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

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director

Reserve Bank of India

Estate Cell, Byculla

Dear Sir/Madam

Name of work: External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

This undertaking made this _____ day of _____ by M/s _____
(Name of the Contractor) hereinafter referred as Contractor.

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

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

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

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

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

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

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

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

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

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

7. That if Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said Agreement or of the presents, the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the Contractor to the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agree with the Employer to repay and pay the same respectively to him accordingly.

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

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

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

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

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

10. That in the event on any conflict between the provisions of these presents and the said Agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction of effect of these presents the settlement of which has not been hereinbefore expressly provided for, the same shall be referred to the Employer whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.

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

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

SIGNED, SEALED AND DELIVERED

BY THE CONTRACTOR

IN THE PRESENCE OF

Witness One

Witness Two

Signature

Signature

Name

Name

Address

Address

Annex 09

(Clause 9A of Section III)

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letterhead)

Name of Work: External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

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

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

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

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

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

(seal and signature of the bidder)

Date

Place

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

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

Annex 10

(clause 29 (ii) of Section III)

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

To

The Regional Director
Reserve Bank of India
Estate Cell, Byculla

Name of Work: External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

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

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

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

(Strikeout whichever of the above is not applicable).

3. I /We further certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we(Name of bidder) will not sub-contract any work to a

contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

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

Annex 11

(Ref: Clause 23(a) / Section III)

Place: _____

Date: _____

PROFORMA OF BANK GUARANTEE FOR WATERPROOFING PERFORMANCE

Regional Director
Reserve Bank of India
Estate Cell Byculla
Mumbai

Dear Sir,

External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

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

1. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on the demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice

from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded not withstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any court, Tribunal or Arbitrator/s relating thereto and the liability to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

We hereby further agree that-

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees. _____ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (60 days beyond 5 years from virtual completion of the work) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

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

Signature of authorised Bank official

Name:

Designation:

Stamp/Seal of the Bank

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

Witness 1

Signature.....

Name.....

Address.....

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

Annex 12

FORMAT OF MEASUREMENT BOOK

M.B.No. _____

Page No. _____

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

**Abstract
of cost**

for Running/Final Bill Running Bill no:

M.B. No. _____

Page No. _____

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

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

Annex 13

Proforma for certificate for payment of minimum wages to all labourers / workmen staff employed
(On Non-Judicial Stamp Paper of appropriate value)

Name of the Work:

Work Order No:

I/We have ensured payment of minimum wages to all labourers / workmen staff employed by me/us.

I/we am/are submitting this certificate to this effect that, I/We have actually paid all the dues of all the labourers of all descriptions engaged by me/us for completion of the awarded job/work/project at the rate which is not less than the one prescribed under Minimum Wages Act, 1948 and I / We have complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour.

Place: Mumbai

Signature of the contractor

-



**RESERVE BANK OF INDIA
ESTATE CELL, BYCULLA OFFICE, MUMBAI**

External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

PREAMBLE TO SCHEDULE OF QUANTITY

1. The work is to be carried out in officer's occupied premises and hence shall be executed with least disturbance to the occupants. All necessary measures shall be taken for keeping the work area & surroundings in hygienic condition all the time.
1. Tenderers, before filling the tender, shall inspect the site and place of work to understand the nature & scope of the work, working space available and any other related constraints and get acquaintance of the site.
2. All safety measures while working at site shall be followed and all workmen shall be provided like safety belts, hand gloves, helmets, etc. including COVID 19 related safety measures as per norms of Central/State Government/ Local bodies from time to time.
3. Materials should be properly and carefully stacked and secured to avoid any accident/incident at site as directed by Banks' Engineer
4. No debris shall be kept on the adjoining municipal foot path or within the premises of the colony and same shall be removed frequently as per instructions of Banks' Engineer. Debris formed in the work shall be brought down, stacked suitably only at location specified by Banks' Engineer.
5. All the materials to be used in the work shall be got approved in advance from the Bank. The copies of delivery memos/ invoices of the materials delivered/ brought to site shall be regularly submitted to the Bank's Engineer.
6. Final selection of the brand of materials shall be done exclusively by the Bank.
7. During execution of the work, if any damages occurred to the Bank's property same shall be repaired satisfactorily without any extra charges to the Bank. Failing to comply with this condition, same will be got done by Bank at the risk and cost of the successful contractors.

8. After completion of the work, the entire area shall be cleaned/ cleared properly to the satisfaction of Bank by the successful contractor and no debris, etc. shall be left behind. If, not done properly, then Bank will get it done through any of the agency at the risk and cost of the contractor.
9. The quoted rates shall be exclusive of GST. The applicable GST percentage, as per the Government extant rules/regulations, shall be added at the place indicated in SOQ and arrive at total tender amount.
10. It shall be the responsibility of the contractor to cover the parked cars with suitable covering to prevent falling of paint drops, also if necessary, towing the vehicle to safe place. If paint drops on the parked cars, then same shall be removed without any extra cost to the Bank. If contractor fails to remove the paint stains fallen on the cars, then same will be got done at the risk and cost of the contractor.
11. Care shall be taken while dismantling the windows/ plaster dismantling to avoid falling of debris.
12. Contractor shall plan the work as per the site condition so as to complete the work within schedule time of the contract.
- 13. The tenderer shall abide by all the rules and regulations of the State Government/ Central Government/ Local Authorities on Covid-19 and the quoted rates shall be included for such expenses and Bank will not entertain any claim whatsoever on this account.**
14. The tenderer shall quote rates in the price bid considering all the conditions in the tender.
15. RBI Estate Cell Byculla details for online payment of EMD are as below:
A/c No.- 04861436225, IFSC CODE- RBIS0MBPA04
16. Mechanical breaker should not be used for dismantling floor/dado plaster.

Place:

Signature and seal of the Tenderer

Date:

Name & address

E-mail id:

Phone/Mobile No. :



RESERVE BANK OF INDIA

Estate Cell, Byculla Office, Mumbai

e-TENDER FOR

External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

Unpriced Bid Schedule of Quantities

Name of the Bidder _____

Address _____

Due Date and time of Submission of e-Tender: 2:00 PM on _____ 2026



**Reserve Bank of India
Estate Cell, Byculla Office, Mumbai**

External Waterproof Painting and providing and fixing new uPVC pipelines (external) in place of old damaged GI and CI lines of G and H building at the Bank's Staff Quarters at Byculla, Mumbai

Schedule of Quantities (Unpriced Bid)

Sr. No.	Description	Qty	Unit
1	<u>Standard Scaffolding & Supporting System:</u> Providing & erecting in position mild steel 'H' frame variety double scaffolding along with required approach system to be erected externally around the periphery of the building/s up to average 26.00 metre height above ground level and also over the terrace around the overhead water tanks with necessary safe working platforms including maintaining the same in a good serviceable condition during the entire execution of captioned work as per following detailed standard specifications. i) The entire scaffolding system shall be well stiffened with necessary bracings, runners, etc., in order to carry out the work in safe & comfortable manner for workman & inspection staff with essential safety features including providing vertical dust and debris preventive and safety curtains/ nets (green net) for full covering of scaffolding system, if required horizontal safety nets wherever necessary of approved material, etc. complete. ii) Collecting and stacking the entire debris in gunny bags at the identified locations and disposing the same from time to time outside the Bank's colony premises, etc. complete.		
	iii) Providing safe access to the buildings for the occupants with proper covering with ply boards, nets, tarpaulin, etc. complete. iv) Protecting & covering the windows/Ventilators openings with ply boards, etc. complete. v) Dismantling and carting away the entire scaffolding system, all complete done in workman like manner and as directed by the Bank's Engineer.		
	Note -a) The above said safe and sturdy scaffolding structure shall be available for one building complete at a time and shall be erected as directed by the Bank's Engineer. The same scaffolding shall be removed after completion of entire work of one building and to be used for the second building.. The cost of such structure is to be assessed suitably as a whole for each building which is included in the following various items under Sr.No. 2 to 11 of work wherever indicated till the completion of all the works. b) The surface area of each building in the elevation covering the scaffolding erected shall be considered from ground level to top of the terrace peripheral wall plus Mummy/ Staircase cum Lift Head Rooms portion for lump sum		

	payment, which will be made only once irrespective of duration of scaffolding erected on site till the completion of all items of works /entire scope of work. The rate shall include providing and fixing in position new industrial green cover, safety nets, and safety covers for entire scaffolding all balconies, windows, entrances, and passages. Proper preventive measure shall be taken for the entrance of the building by providing ply protection and keeping the entry free of debris falling and easy access to the occupants. No paint drops shall fall on parked vehicles in the nearby vicinity.		
A)	Building No. "G " consisting of G. Floor + 5 upper floors + Mumty/Staircase cum Lift Head Rooms, Approximate area is <u>4000 Sqm.</u>	1	Per Building
B)	Building No. "H" consisting of G. Floor + 6 upper floors + Mumty/Staircase cum Lift Head Rooms, Approximate area is <u>4480 Sqm.</u>	1	Per Building
2	<u>Structural Repairs to RCC members:</u>Treatment to in-build corroded/damaged reinforcement and replacing the damaged concrete surface with Polymer Modified Mortar (PMM) & finished with plaster: Providing and repairing/restoring the damaged various R.C.C structural members like columns, roof slabs, beams, lintels, sunshades, loft slabs or any other structural & non-structural members by providing structural repair treatment by treating the reinforcement and replacing the damaged concrete with polymer modified ready mix mortar and finally finishing the surface with ready mix plaster comprising of the following detailed specifications: i) Carefully dismantling and removing the loose/damaged plaster and concrete to expose the surface of the intact concrete and corroded reinforcement bars, using necessary tools, thoroughly cleaning the exposed surface of the concrete & reinforcements using wire brush with clean water, etc. complete and as directed.	150	SQM
	ii) Removal of rust of steel reinforcement: Providing & applying rust remover of approved make to clean reinforcement bars & allowing it to react for specified time and cleaning the reinforcement of total rust by tapping or using mechanical wire brush around the reinforcement bars to give it a totally rust free finished steel surface using suitable tools and equipment, etc. all complete and as directed by the Bank's Engineer.		
	The exposed and cleaned concrete surface shall be applied with corrosion inhibitor uniformly by brush / spray gun until the specified quantity of inhibitor is consumed per square meter area as per manufacturer's specification. Further, the application shall not be carried out when temperature is very high / humid / heavy wind for effective application. (to be removed)		

	iii) Rust preventing / Passivator coat on steel reinforcement: Providing and applying first coat of rust preventing Polymeric coating to steel bars of approved brand & make duly mixed with cement slurry in proportion 1: 1.25 by weight (Cement: chemical) or as specified by the manufacturer etc. complete and as directed.		
	iv) After required drying time , providing and applying second coat of similar rust preventive Polymeric coating to steel bars mixed in the same proportion with cement slurry all as specified above, etc. complete.		
	v) Bond coat on old concrete surfaces: Providing and applying as polymer cement bonding coat (PCBC – a coat of high-performance Acrylic Polymer) of the approved manufacturers duly mixed with cement slurry in ratio 1: 0.5 by weight or as per manufacture specification for the exposed concrete surfaces, etc. complete.		
	vi) Polymer Modified Ready-mixed Mortar (PMM) up to 20mm thick : Providing & applying “Polymer modified cement based high-performance ready-mix mortar” in layers up to 20 mm thick average by using 13 to 15 % water powder ratio or as per manufacture specification in layer not more than 12 mm , the mortar shall be hand pressed and shall built the section to the optimum dimension. Mortar shall be applied with the bond coat applied in (v) above is still in tacky condition roughing the surface to received top coat, curing the surface for 48 hours, etc. complete vii) Collecting the debris in gunny bags, stacking the same at identified locations/places and disposing out of the Bank's premises, etc. complete		
	viii) All complete done in workmanlike manner adhering to manufacturer's specifications and as directed by the Bank's Engineer. Note: a) (Mode of measurement: concrete surface area with exposed reinforcement). Only net treated area shall be considered for measurements. The measurements shall be recorded & signed jointly immediately after the completion of work. b) The rate shall be EXCLUDING of scaffolding which is already considered to be measured and paid under item No.1		
3	<u>Do as item No.2 for additional thickness of 15 mm -20mm.</u> Extra over item no.2 above for providing and treating the surface with extra/additional 15mm to 20 mm thick polymer modified mortar to be done complete in workmanlike manner and as directed by the Bank's Engineer. Note: (a) Only the net treated area shall be considered for measurement. (b) The rate shall be EXCLUDING of scaffolding which is already considered to be measured and paid under item No.1	75	SQM

4	Providing & Applying External Waterproof Plaster using Factory made ready mixed polymer-based cement mortar plaster to Walls/Concrete/RCC surfaces: - i) Carefully dismantling and removing the existing loose / damaged plaster of any thickness on the external/internal common area surfaces of walls at all levels / floors, mummy rooms etc. complete. ii) Applying cement slurry admixed with the water proofing compound of approved make over the exposed brick walls /concrete/ RCC surfaces. iii) Providing and rendering the prepared surfaces with new double coat "Sand faced cement plaster" of required thickness (minimum 20mm thick) i.e matching with the adjoining surfaces in two layers by using factory-made ready-mix polymer based cement water proof plaster of approved make or approved equivalent.	800	SQM
	a) The base coat of minimum 15 mm thickness using approved ready mixed polymer modified mortar plaster at proper plumb, level & line including making the plaster surface rough to receive the top finish coat, allowing the surface for curing for minimum 7 days.b) Applying top/ finish coat plaster of minimum 8 mm thickness/required thickness to match with adjoining surface with similar ready mix polymer cement mortar plaster finishing in perfect plumb, line & level so as to obtain fine sand grain finish by using branded approved variety sponge or using mechanical devise including polypropylene nets on the frame/ masonry junctions of above 200 mm wide to entire length with proper anchoring/ applying cement slurry etc. which shall be measured separately, doing regular curing for minimum 7 days.		
	iv) Collecting the debris in gunny bags and stacking the same at identified locations/places and disposing out of the Bank's premises, etc. complete. v) All complete done in workmanlike manner and as directed by the Bank's Engineer. Note: (a)The mode of measurement shall be followed as stipulated in IS: 1200. No extra/ additional payment will be made for extra thickness i.e. above 20 mm of plaster. (b) The rate shall be EXCLUDING of scaffolding which is already considered to be measured and paid under item No.1 (waterproofing guarantee to be obtained)		
5	Synthetic Enamel Paint over a coat of suitable metal/wood primer after due preparation of surface to existing G.I pipes, exposed C.I/A.C soil/ wastewater/ rainwater/vent lines, etc. Providing and applying two or more coats of different varieties of paint over a coat of suitable primer after due preparation of surface like Synthetic Enamel paint / French polishing / 100 % Acrylic emulsion elastomeric paint as required on various miscellaneous exposed items of work like, external services, existing G.I pipes, exposed C.I/A.C soil/ waste water/ rainwater/vent lines over the terrace area, in vertical shaft and on external wall surface, manhole chamber covers of all around		

	the G & H buildings like gully traps, inspection chambers, sewer man holes, storm water chambers & cover grills, OH tank covers, M.S ladders to Overhead tanks, electrical switch boards, hand rails of fire escape staircase, etc. including suitably preparing the surfaces as per the specifications prescribed including doing work at all heights and lifts, etc. all complete done in workmanlike manner as directed by the Bank's Engineer. <u>Note: The rate shall be EXCLUDING of scaffolding which is already considered to be measured and paid under item No.1</u>		
A)	Building No. "G" consisting of G. Floor + 5 upper floors+ Mumty /Staircase cum Lift Head Rooms, Approximate area is 100 Sqm. Per building	1	Per Building
B)	Building No." H" consisting of G. Floor + 6 upper floors + Mumty /Staircase cum Lift Head Rooms, Approximate area is 125 Sqm. Per building	1	Per Building
6	Providing & Applying 100 % Acrylic emulsion elastomeric (stretchable) external variety decorative paint over a coat of Waterproofing priming/ base coat: In combination of 1 (+) 2 or more coats. Providing and applying 2 or more coats of 100 % Acrylic emulsion elastomeric (stretchable) external variety decorative paint over a coat of a suitable waterproofing priming/base coat of approved make of paint in combination of 1 (+) 2 or more coats paints of approved make, all as per the technical specifications of manufacturer and following general specifications: a) Surface Preparation: i)Thoroughly cleaning the exposed surface with water. ii) Treating all the surface cracks by opening the same in "V" groove shape by mechanical means. Providing and filling the cracks up to 5 mm width with approved make acrylic base crack filler. iii) Sealing the cracks which are more than 5 mm and also all the separation gaps of window jambs lining of granite & plastered surface with approved make URP modified mortar.		
	b) Priming / base waterproofing coat:i) Providing and applying a priming or base coat of specific waterproof variety of approved brand over the prepared surface all as per the manufacturer's specifications. c) Two or more coats of decorative external 100% elastomeric variety paint in top coat:i) Providing and applying two or more coats of decorative exterior variety 100% elastomeric paint in combination of two or more shades in light and dark pattern/shades over the base coat all as per the manufacturer's specifications, etc. complete and as directed.All completely work done in workmanlike manner and as per manufacturer's specifications and as per the instructions of Bank's engineer. (waterproofing guarantee to be obtained)		

	d) The rate shall suitably include for the following: - i) All tools & tackles/plants and to work at all leads & heights. ii) Thoroughly cleaning the ground surface and ensure complete stain free. iii) The coverage of entire paint components shall be strictly maintained as specified by the paint manufacturer or more than that specified depending upon the surface condition, maintaining shade uniformity, etc. iv) Accordingly, the paint/primer(basecoat) consumption register shall be maintained on day-to-day basis and the same shall be counter signed from the department regularly. Also, the overall consumption statement of painting material shall be certified by the representative of paint manufacturer. Note: (a) The respective varieties of paints of reputed manufacturers are specified in tender in the list of approved materials. The Bank may approve one of them and the same shall only be allowed for application. The contractors shall access their rate accordingly before quoting the rate. (b) The rate shall be EXCLUDING of scaffolding which is already considered to be measured and paid under item No.1(waterproofing guarantee to be obtained)		
A)	Building No. "G" consisting of G. Floor + 5 upper floors + Mumty /Staircase cum Lift Head Rooms, Approximate area is <u>4945</u> Sqm. Per building	1	Per Building
B)	Building No. "H"consisting of G. Floor + 6 upper floors + Mumty /Staircase cum Lift Head Rooms, Approximate area is <u>5696</u> Sqm. Per building	1	Per Building
7	<u>Synthetic enamel painting on metal or wooden surface</u> :Providing and applying two or more coats of 1 st quality approved make and shade synthetic enamel paint to al wooden & MS windows of glossy finish on M.S Angle storm water drain covers, meter box, balcony railing including surface preparation, scrapping, filling putty, application of approved primer, cleaning, carting away the debris, etc. complete as directed. Note: The rate shall be EXCLUDING of scaffolding which is already considered to be measured and paid under item No.1		
A)	Building No "G" consisting of G. Floor + 5 upper floors + Mumty /Staircase cum Lift Head Rooms, Approximate area is <u>30</u> Sqm. Per building	1	Per Building
B)	Building No. "H" consisting of G. Floor + 6 upper floors + Mumty /Staircase cum Lift Head Rooms, Approximate area is <u>50</u> Sqm. Per building	1	Per Building
8	Soil, waste and rain water UPVC Pipes		

	Dismantling of existing CI/GI lines: carefully dismantling the existing CI/GI lines including clamps, screws nail etc. without damaging the structure i.e. walls/columns, stacking the material properly at designated location, rectifying the damages to wall, columns by doing necessary repairs using ready mix mortar or polymer repair, finishing the surface in level and pattern with existing surface as instructed by Bank's engineer. Providing and fixing uPVC pipe: Providing and fixing uPVC pipes type B of required size confirming to IS 13592 fixed on wall including all necessary fittings confirming to IS 14735 such as T with door cap, bends, door bends, rubber sealing rings and heavy duty MS/GI pipe clamps and solvents confirming to IS 14182 etc. complete, following detailed specification as below. Soil, waste and rain water UPVC Pipes shall conform to Type B pipes of IS 13592. The internal and external surfaces of the pipes shall be smooth and clean and free from grooving and other defects. The end shall be clearly cut and shall be square with the axis of the pipe. The end may be chamfered on the plain sides. Slight shallow longitudinal grooves or irregularities in the wall thickness shall be permissible provided the wall thickness remains within the permissible limit. Colour of Pipe Surface colour of the pipes shall be as approved by Engineer-in-charge . Marking Each pipe shall be clearly and indelibly marked with the following information's at intervals not more than 3 meter. (a)Manufacturer's name or trademark. (b)Nominal outside dia. of pipe. (c)Type 'B' (d)Batch number. Dimensions Diameter and Wall Thickness: Mean outside diameter, outside diameter at any point and wall thickness for type –B manufactured plain or with socket shall be as given in Table- 1 of IS 13592. UPVC soil, waste, rain water pipes shall be of the dia, specified in the description of the item and shall be in nominal lengths of 2,3,4 or 6 meters either plain or with sliding/grooved socket unless shorter lengths are required at junctions with fittings. Tolerances on specified length shall be + 10 mm and – 0 mm. Fixing and Jointing Pipes shall be secured to the walls at all joints with Pipes clamped (MS/GI) fixed to wall / column screwed with M.S. screws of required length. The clamp shall be kept about 50 mm clear off finished face of wall, so as to facilitate cleaning of pipes. Pipes shall be fixed perfectly vertical or to the lines as directed. The pipes shall be fitted to fittings with seal ring conforming to IS 5382 allowing 10 mm gap for thermal		
--	---	--	--

	expansion. Maximum spacing of clamps shall not be more than 1.2 meters. Installation in Wall/Concrete The walls/concrete slots should allow for a stress-free installation. Pipes and fittings to be inserted into the slots without a cement base have to be applied first with a thin coat of PVC solvent cement followed by sprinkling of dry sand (medium size). Allow it to dry. The process gives a sound base for cement fixation. This process is repeated while joining PVC material to CI/AC materials or by installing new PVC material. Fittings used shall be of the same make as that of the PVC pipes Injection moulded or fabricated by the manufacturer and shall have a minimum wall thickness of 3.2 mm. The fittings shall be supplied with grooved socketed ends with square grooves and provided with Rubber Gasket conforming to IS 5382. The plain ends of the fittings should be chamfered. The fittings shall be joined with the help of Rubber lubricant. The details of fittings refer IS 13592. All joints shall be produce a 100% water tight joint. CUTTING HOLES IN R.C.C. FLOORS/chasing brick masonry walls Square holes of size as specified shall be cut in R.C.C. floor and roofs for passing drain pipe etc. Any damage to the adjoining portion or to any other item shall be made good as directed by the Engineer-in-Charge. After insertion of drain pipe etc. the hole shall be repaired with cement concrete M20 grade and the surface finished to match with the existing surface. The top and bottom shall be finished properly to make the joint leak proof. All the dismantled material shall be removed from the site. NOTE: The rate shall be inclusive of all materials, labours , all leads and lifts, transportation etc. Note: The rate shall be EXCLUDING of scaffolding which is already considered to be measured and paid under item No.1		
A	90mm Pipe		
i.	Building No "G" consisting of G. Floor +5 upper floors + Mumty /Staircase cum Lift Head Rooms, (8 Lines)	200	Meter
ii.	Building No. "H" consisting of G. Floor + 6 upper floors + Mumty /Staircase cum Lift Head Rooms,(18 lines)	450	Meter
B	110mm pipe		
i.	Building No "G" consisting of G. Floor +5 upper floors + Mumty /Staircase cum Lift Head Rooms, (8 Lines)	200	Meter
ii.	Building No. "H" consisting of G. Floor + 6 upper floors + Mumty /Staircase cum Lift Head Rooms,(9 Lines)	225	Meter
9	Providing and fixing uPVC pipes for downtake and loop line		
	Providing and fixing Unplasticized Polyvinyl Chloride (uPVC) pipes conforming to Schedule 80, including all uPVC fittings.		

	The rates shall include dismantling of existing pipes, stacking and disposal of the same from the premises. The rate includes jointing of pipes & fittings, brass fittings wherever required with one step uPVC solvent cement, clamping, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. NOTE: The rate shall be inclusive of all materials, labours ,all leads and lifts, transportation etc. charges for scaffolding are included in the tender item no. 1 above and shall be paid separately for this item.		
9.1	20 mm nominal dia Pipes	265	Meter
9.2	25 mm nominal dia Pipes	265	Meter
9.3	40 mm nominal dia Pipes	265	Meter
10	Sunshade / Chajja Waterproofing:		
	i) Carefully removing the existing top layer of plaster finish and adjoining watta from sunshade / chajja at directed location by using only chisel and hammer, cleaning the surface thoroughly, stacking and disposing the debris out of the Bank's premises. ii) Providing and applying approved bond coat over the exposed surface. iii) Providing and applying minimum 20 mm thick ready mix polymer modified cement plaster on top and continue the same over the adjoining watta junction, which shall be formed with brick bat laid in ready mixed mortar of approved make mixed with waterproofing chemical/ compound of approved make (as per the manufacturer's Specifications) laid in proper slope including making top line nozing (drip cap) Including water curing for at least 7 days, finishing top with neat cement paste mixed with W.P. chemical, marking with false square all complete done in workmanlike manner, and as directed by the Bank's Engineer. Note: a) Mode of measurement: Only plan area shall be considered for measurement and no rounding or watta shall be measured separately. b) The rate shall be EXCLUDING of scaffolding which is already considered to be measured and paid under item No.1 c) The waterproofing products shall be allowed only of Bank's approved brand selected from the list of approved materials. (waterproofing guarantee to be obtained)	400	Sqm
11	Rebate		
	The scope of rebate item shall involve cost of all old replaced salvageable material like GI, CI, PVC, uPVC pipes/fittings etc. which are removed under item no. 8 & 9 above and considering		

	cost for salvaged materials. The contractor shall segregate and account for salvage materials and ensure proper disposal of non-reusable waste from colony's premises in compliance with Municipal guidelines etc. all complete as directed by Bank's Engineer all complete.		
	Sub Total Amount in ₹		
	CGST @ 9% in ₹		
	SGST @ 9% in ₹		
	Total Amount in ₹		
	Say ₹		
Important Note: i) The Contractor should inform to the Bank's Engineer about commencement and completion of each item/stage of work; so that, the hidden measurements/ materials consumption shall be recorded during the execution of work at site. ii) The Contractors shall inspect the buildings to be repaired and re-painted and get acquainted completely with the scope and nature of each work before quoting. iii) The contractors are requested to attend the pre-bid meeting to understand the elaborated scope, procedure of approval of product etc. to be consumed in the work. iv) If any balcony grill is damaged, new balcony grill of appropriate size should be provided and fixed in its place along with accessories at no extra cost to the Bank. In case window/ventilator glass/es is/are broken during the work, the same has to be replaced, for which the Bank will not pay any additional cost.			

Date:

Place:

Signature and the Seal of the contractor

Address