



भारतीय रिज़र्व बैंक
Reserve Bank of India



**External Repairs, Repainting and Transparent Coating over stone cladding of
Bank's Main Office Building, Fort, Mumbai**

Estate Office, Mumbai Regional Office, Reserve Bank of India invites limited e-tenders of short notice for the captioned work from the **Bank's empanelled contractors** in the trade of "Civil works" in the category of Rs.25 Lakhs to Rs.50 Lakhs. The schedule of tender is as follows:

a. e-tender no.	RBI/Mumbai/Estate/378/22-23/ET/567
b. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Estimated cost of the work	Rs. 38.22 Lakhs
d. Date of NIT available to parties to download (View Tender Time)	on January 16, 2022 from 05:00 PM onwards
e. Pre-Bid meeting	Offline 11.00 AM on January 23, 2022 at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai: 400001
f. Earnest Money Deposit (EMD)	Rs.76,450/- (Rupees Seventy-Six Thousand Four Hundred and Fifty only) by NEFT, DD or in the form of BG till 02:00 PM on January 27, 2023 . The DD shall be submitted in sealed cover addressed by name to Shri Ajay Michyari, Regional Director, Estate office, 2 nd floor, Main Office Building, Reserve Bank of India, Fort, Mumbai -400001 so as to reach us by 02:00 PM on January 27, 2023 i) NEFT Details: A/c No – 04861436206 IFSC CODE – RBIS0MBPA04

	E-mail the proof of EMD deposit to us at estatemumbai@rbi.org.in & barnalidey@rbi.org.in
g. Date of Starting of e-Tender for submission of online Techno-Commercial bid and Price bid at www.mstcecommerce.com/eprochome/rbi	January 16, 2022 from 05:00 onwards
h. Date of closing of online e-tender for submission of Techno-Commercial bid & Price bid	January 30, 2023 till 02:00 PM
i. Date and time of opening of part-I (Techno-commercial bid)	January 30, 2023 at 3:00 PM
j. Date and time of opening of Part-II Price bid	Shall be intimated to the eligible bidders subsequently.
k. Transaction Fee	Rs. 1911/- plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.

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 thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.



Reserve Bank of India
Estate Office, Fort,
Mumbai

Part - 1

Technical Bid

Tender For

External repairs, repainting and transparent
Coating over stone cladding of Bank's Main
Office Building, Fort, Mumbai.

Name of the tenderer: -

Address: -

.....

.....

Last Date of Submission: January 30, 2023 till 2:00 PM



Reserve Bank of India
Estate Office, Fort,
Mumbai

Tender For

External repairs, repainting and transparent coating over stone cladding of Bank's
Main Office Building, Fort, Mumbai.

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SCHEDULE OF TENDER (SOT)

a. e-Tender no	RBI/Mumbai/Mumbai/378/22-23/ET/567
b. Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Tender Value	Rs. 38.22 Lakhs
d. Date of NIT available to parties to download (View Tender Time)	on January 16, 2022 from 05:00 PM onwards
e. Pre-Bid meeting	Offline 11.00 AM on January 23, 2022 at Estate Office, Mumbai Regional Office, 2 nd Floor, Main Building, Fort, Mumbai: 400001
f. Earnest Money Deposit (EMD)	Rs. 76,450/- (Rupees Seventy-Six Thousand Four Hundred and Fifty only) in the form of NEFT, DD or BG in favor of Reserve Bank of India, Mumbai to be deposited along with the submission of Part 'I' of the tender: NEFT Details A/c No – 04869229906 IFSC CODE – RBISOMBPA04
g. Last date of submission of EMD	Till 02:00 PM on January 27, 2023
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at (Start Bid Date & Time)	on January 16, 2022 from 05:00 PM onwards www.mstcecommerce.com/eprochome/rbi

i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid (Close Bid Date & Time)	Till 02:00 PM on January 30, 2023
j. TOE Start Time (Start time of Opening of Part I of the tender)	At 03:00 PM on January 30, 2023
k. Date and time of opening of Part-II Price bid	Shall be intimated to the eligible bidders subsequently.
l. Transaction Fee	Rs. 1911/- plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.

Important instructions for E-procurement Bidders are requested to read the terms & conditions of this tender before submitting their online tender.	<p><u>Process of e-Tender:</u></p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p>
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SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi

1). Vendors are required to register themselves online with

www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Select RBI Logo -> Register as Vendor -> Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).

Contact person (RBI):

Dheeraj Khoriya (Manager) – dkhoriya@rbi.org.in

Shri Akash Dhage (Manager (Tech)- 08983115642) –

Contact person (MSTC Ltd):

1. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile-09987758460

2. Ms. Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698

3. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268

4. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789

Google hangout ID- (for text chat)- mstceproc@gmail.com

B) System Requirement:

i) Windows 7 or above Operating System

ii) IE-7 and above Internet browser.

iii) Signing type digital signature

	<p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <p>Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</p> <p>Other Settings:</p> <p>Tools => Internet Options => General => Click On Settings under "browsing history/Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under</p> <p>Tools→Internet Options→ custom level (Please run IE settings from the page https://www.mstcecommerce.com once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprochome/rbi.</p> <p>Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor</p>

	<p>shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
5	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
6	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If any) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p>

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website

<https://www.mstcecommerce.com> → e-procurement

→PSU / Govtdepts→ Login under

RBI→My menu→ Auction Floor Manager→ live event

→Selection of the live

Event

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the

Technical bid. If this application is not run then the vendor will not be able to

Save / submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their

Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.

f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.

	<p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely Anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable.</p> <p>Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.

9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10	Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprochome/rbi to familiarize them with the system before bidding.

Important Note

1. THIS IS A LIMITED TENDER ENQUIRY. ONLY THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RBI FOR "Civil Works" GIVEN BELOW UNDER THE CATEGORY **25 TO 50 LAKHS** ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.

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.

Place:
seal

Signature of Tenderer with name, &

Date:

Address:

E -mail:

Phone:



**Reserve Bank of India
Estate Office, Fort,
Mumbai**

TENDER FORWARDING LETTER

Ref: ED.MO.NO/ / /2022-23

M/S. _____

Dear Sir,

**External repairs, repainting and transparent Coating over stone cladding
of Bank's Main Office Building, Fort, Mumbai.**

The Reserve Bank of India, Estate Office Mumbai hereby, invites you to tender for above work.

1. The Tender forms can be collected from, RBI, Estate Office, Mumbai-400001 on the Payment of Rs. -----/- and your tender dully filled in, signed and sealed, should be addressed to Shri. Ajay Michyari, Regional Director of Maharashtra, Reserve Bank of India, Mumbai-400001 by name so as to reach him not later than 3.00PM on _____

The tender is available in the office of Reserve Bank of India, Estate Department, MRO, Mumbai-400001 and clarification required, if any, may be obtained by contacting them, during office hours between 10 am to 5 pm.

2. The Bank discourages the stipulations of any additional conditions by the tenderer. However, in case the tenderer wishes to include any condition/ clarifications it shall

be addressed in a separate covering letter while tendering for the work, he will have to submit the same in duplicate in a separate sealed cover in part 1 (Commercial Bid) of the tender. The tender in duplicate duly filled in as such without any enclosure shall have to be submitted in another sealed cover clearly indicating thereon as to which cover contains the tender and which contains the forwarding letters/ Clarifications / commercial conditions etc. The cover containing the forwarding letters/clarifications/commercial condition called Part 1 will be opened on _____ at 3:30 pm the scheduled date of opening (preferably on same day) of the tenders in the presence of tenderers or their authorized representatives who shall be in a position to clarify all the conditions stipulated by tenderers. The clarification/ conditions etc. if any, will be examined and after discussion with all the tenderers, the conditions that are acceptable to the Bank will be intimated to the tenderers. On evaluation of the Part 1 task, a separate communication will be sent to all the tenderers those participated in the tender, requested to withdraw all his/ their conditions which are not acceptable to the bank and can in lieu quote a percentage above/below/ at par on their tendered amount, already submitted in a separate sealed cover, (called as part 2 of the tender). The quoting of such percentage above/below/ at par their tendered amount shall have a definite bearing on the conditions the tenderers have to withdraw or additional benefit liable to be received as per conditions accepted by the bank. The letter containing the tenderers quoting percentage above/ below/ at par their quoted tendered amount should be submitted in duplicate in a sealed cover on or before a date fixed subsequently under advice to the tenderers. This letter together with second sealed cover containing the tender called part 2, will be opened in presence of the representative of contractor/firm on due date advised.

3. Please note that this letter will form part of the contract document and that the contents of this letter will form part of the contract documents and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specially provided herein.

Your Faithfully
Regional Director

SECTION – A

LETTER OF OFFER

Place: _____

Date: _____

To,

Shri. Ajay Michyari

Regional Director

Estate Office

Reserve Bank of India, Fort

Mumbai - 400001

Dear Sir,

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

Memorandum

a)	Name of Work	<u>External repairs, repainting and transparent Coating over stone cladding of Bank's Main Office Building, Fort, Mumbai.</u>
b)	Estimated cost of work	Rs. 38.22 Lakhs
c)	Earnest Money Deposit:	Rs. 76,450/- (Seventy-Six Thousand Four Hundred and Fifty Only) to be deposited along with the submission of Part – I of the tender by way of NEFT OR DD
d)	Percentage if any, to be deducted from bills:	5% of the gross amount of each bill as RMD.
e)	Time allowed for completion of the work from the date of commencement of work.	105 Days.
f)	Date of commencement:	<i>10th day from the date of work order or handing over of the workplace, whichever is later.</i>
g)	Performance Bank Guarantee (PBC)	<i>3% of the Estimated amount to be submitted as Bank Guarantee by the successful tenderer on intimation from the Bank valid till Virtual Completion Date.</i>
h)	Coating & Waterproofing Performance Bank Guarantee (CWPBG)	Of Rs. 91,000/- (Ninety-One Thousand Only) to be submitted before completion of 12 Months of Defect Liability Period valid for 50 Months from the date of completion of DLP.

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 the EMD and pay to the Reserve Bank of India the amount mentioned in the said Conditions.

I/We will be depositing a sum of **Rs. 76, 450/- (Rupees Seventy-Six Thousand Four Hundred and Fifty Only)** as Earnest Money deposit with the Reserve Bank of India along with the submission of Part I of the tender, which amount will not bear any interest, in the form of Demand Draft drawn in the favor of Reserve Bank of India. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

Our Bankers are:

i) _____

The names of partners of our firm are:

i) _____
ii) _____
ii) _____

Name of the partner of the firm authorized to sign:

OR

Name of person having Power of

Attorney to sign the Contract

(Certified copy of the Power of Attorney be attached)

: _____

Yours faithfully,

Signature of Contractor :

Witnesses:

1) _____

(Signature)

Address _____

2) _____

(Signature)

Address _____

SECTION B

ARTICLES OF AGREEMENT

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

WHEREAS the Employer is desirous of taking up and has prepared specifications and Bill of Quantities describing the work to be **External repairs, repainting and transparent Coating over stone cladding of Bank's Main Office Building, Fort, Mumbai** done under the direction of Bank's Engineer.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned the Contractor will upon and subject to the conditions annexed carry out and complete the Work described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer will pay the Contractor the said contract Amount, or such sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said

Conditions and the correspondence and perform the agreement on their part respectively in the said Conditions and the correspondence contained.

4. The agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract, but it is a Contract for the complete work to be paid for according to actual quantities and probable quantities or as provided in the said conditions.
6. The Contractor shall afford every reasonable facility for carrying out of all works or other Contractors appointed by the Employer and shall make good any damages done to walls, floors, etc. after the completion of such works.
7. The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Bank's Engineer.
8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work **within tenth day** of issue of work order or after handing over the vacant possession of office area, whichever is later as provided, the said conditions and to complete the entire work within **105 Days**.
9. All payments by the Employer under this Contract will be made only at Mumbai.
10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at **Mumbai** and only Courts in **Mumbai** shall have the jurisdiction to determine the same.
11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
12. **Clause of Prevention of Sexual Harassment at Work place: -**
 - 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 / DICGC 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 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.

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

14. **Minimum Wages Act:** - Contractor shall comply with minimum wage act and labor 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.

15. Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed: The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mask, using hand sanitizer, regularly washing hands with

soap dispensers, wearing hand gloves, movement of the workers only pertaining to the workplace, 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.

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)

Signature Clause:

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

Shri: _____

(Name & Designation)

In the presence of:

1) _____

Address: _____

2) _____

Address: _____

Witnesses

SIGNED AND DELIVERED by

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

In the presence of:

1) _____

Address: _____

2) _____

Address: _____

Witnesses

The COMMON SEAL OF _____

Was hereunto affixed pursuant to the

Resolutions passed by its Board of

Directors at the meeting held on

In the presence of:

1) _____

2) _____

Directors, who have signed these

presents in token thereof in the

presence of:

1) _____

If the Contractor signs under common seal, the signature clause should tally with the

2) _____

SIGNED AND DELIVERED by the
Contractor by the hand of
Shri _____
and duly constituted attorney.

sealing clause in
the Articles of
Association.

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

SECTION C
INTERPRETATION CLAUSE

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

- a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.

- b) "Bank's Engineer": shall mean the Engineer of the Employer who is in - charge of the "Works".

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

In the case of individual: "Contractor" shall mean Shri/ Smt. Trading in the name and style of ----- and shall include his/ her heirs, successors, and legal representative.

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

- d) "Site" shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

- e) "This Contract" shall mean the Articles of Agreement, Instructions & conditions, Special conditions, The Appendix, The Schedule of Quantities, drawings/ sketches and specifications etc. attached hereto and duly signed.

- f) "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.

g) "Act of insolvency": shall mean an Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original Act.

h) "Net Prices": if in arriving at the contract amount the contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item as a similar percentage or proportionate sum provided always that in 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.

"The works": shall mean **External Repairs & repainting/Coating to the walls of Bank's Main Office Building, Fort, Mumbai**

Words imparting persons include the plural and vice versa where the context requires.

Date: -

Signature of the contractor with name & seal

Place: -

Address:

Phone/Mobile no.

e-mail

SECTION D

GENERAL INSTRUCTIONS TO FIRMS AND CONDITIONS OF THE CONTRACT

1. Sealed tenders in duplicate in two parts should be addressed to **Shri. Ajay Michyari Regional Director, Estate Office Reserve Bank of India, Fort Mumbai – 400001** (by name) and Super Scribed **External repairs, repainting and transparent Coating over stone cladding of Bank's Main Office Building, Fort, Mumbai** and send so as to reach him not later than 15.00 Hrs. on 10/01/2023. The part 1 and Part 2 of the tender shall be sealed in separate envelopes. **The part 1 of the tender should contain only covering letter, Clarifications, technical and commercial conditions if any, Special conditions and the Part 2 should contain only price bid in the BOQ.**
2. Tenderers should clearly indicate on each copy of the tender under their full signature whether it is original or duplicate copy. No tender will be received after 15.00 Hrs. on 10/01/2023, under any circumstances, whatsoever.
3. Part 1 tender will be opened at 15.30 Hrs. on the same date at the office of **Shri. Ajay Michyari Regional Director, Estate Office Reserve Bank of India, Fort Mumbai** or any other officer designated for this purpose by him in the presence of tenderers or their representative, should they choose to be present. Part 2 of the tender will be opened on the same day or a subsequent date, which will be intimated to all the tenderers. The tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the **Part 2 of the tender** which period may be extended by mutual agreement and tenderers shall not cancel or withdraw the tender during this period.
4. **The tenderer must use only the forms issued by the bank to fill in the rates.** Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.
5. The tender form must be filled in English or Hindi and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the banks in its discretion may consider the tender invalid.
6. Rates should be quoted both in figures and in words in column specified. All erasures and alterations made while filling the tender must be attested by

initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No advice whatsoever especially on any change in rate, specifications or conditions after opening of part 2 of the tender will be entertained.

7. Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications and Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.
8. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the Bank may reject the tender.
9. The security for the due fulfilment of the contract by the Contractor **5%** of the value of the work done will be deducted by the Employer from each payment to be made to the Contractors towards **Retention Money**. This total amount will be termed as Security Deposit. On the Bank's Engineer issuing a certificate of the virtual completion of the works, the retention money deducted towards security deposit shall be released on expiry of the stipulated Defects Liability Period. The amounts retained by the Employer shall not bear any interest.
10. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part.
11. **Performance Bank Guarantee**: The Contractor whose tender is accepted, will be required to furnish initial performance Bank guarantee of **5% (Five percent)** of the contract amount within the period of 14 days from the date of award of work. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto. This BG will be released on virtual completion of work as certified by the Bank's Engineer.
12. **Coating & Waterproofing Performance Bank Guarantee (CWPBC)**:
13. The items of work i.e. Filling of Stone work joints related with waterproofing and subsequent transparent coating over the stone cladding shall remain

under guarantee of 5 consecutive years under head of “**Coating & Waterproofing Performance Bank Guarantee (CWPBC)**” from the date of virtual completion as certified by the Bank’s Engineer which includes Defect Liability period of one year that will commence from the date of virtual completion i.e. one + 4 years. The CWPBC shall be submitted prior to release of Retention money deposit (RMD) to be submitted in Bank’s approved Performa amounting to **Rs. 91,000/- (Rupees Ninety-One Thousand Only)** valid for in all 50 Months i.e. 4 years + 2 months onwards to the date of completion of Defect Liability Period. The guarantee mainly stands against the fading of coating layer and turning stone surface blackish, waterproofing (seepages through peeled off stone work joints etc. The RMD shall only be released after receipt of the CWPBC.

14. The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more contractors at its own discretion and the Contractor will have to execute orders for part of the items placed with them at the quoted rates. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same. In this context, the rates quoted for each item must be self-supporting and relevant.

15.Contract Agreement: On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to sign the formal Contract and within **fourteen days** thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person/ firm so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful tenderer.

16. Assignment and sub-letting: The Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit

shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

17. The Contractor shall carry out all the work strictly in accordance with details, specifications and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer, any changes have to be made in the specification the Contractor shall carry out the same. The Bank's Engineer's decision in such cases shall be final.

18. A schedule of probable Quantities in respect of each work and Specifications is enclosed. The Schedule of Probable Quantities is liable to alterations as per Bank's requirement. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.

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

Taxes/ levies to be included in the rates: The rates quoted in the tender shall include all charges for packing, transport, loading, unloading, delivery at site, hire for any tools and plants etc. The rates shall also be firm and shall not be subject to exchange variations, labor conditions, fluctuations in railway freights or any conditions whatsoever. "The quoted rates shall be **exclusive of GST** taking into consideration. The applicable GST percentage as per the Govt. of India extant rules/regulations shall be added by the contractor at the end of the tender amount to work out the total tender amount to arrive the final contract value as indicated in BOQ-Part-II."

20. Prices of extras etc. and ascertainment:

The contractor may, when authorized and shall, when directed in writing by the Employer add to, omit from or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor

shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall if, confirmed in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it is executed with the written approval of the Employer. Any such extra is herein referred to as 'Authorized extra' and payment shall be made in accordance with the following provisions;

1. 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. Rates for all items wherever possible shall be derived out of the rates given in the Priced Schedule of Quantities.

2. 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 (iii) hereof.

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

4. Where extra work cannot be properly measured or measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of Quantities 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 Employer, the workmen's names) and materials employed be delivered for verification to the Employer or his representative at or before the end of the week following that in which the work has been executed.

5. It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates supported by rate analysis

worked on the 'actual cost basis', plus 10% towards establishment charges, contractor's overheads and profit. Such items will not be eligible for escalation.

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

21. Liquidated damages for delayed completion: Time allowed for carrying out the work is **105 Days**, which shall be strictly observed by the tenderer and it shall be reckoned from the **tenth day** of written order to commence the work is issued or the handing over of the site whichever is later. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation at the rate of **Rs. 1,165/- Per day** subject to a maximum amount of **10% of the accepted contract amount**. The tenderer shall before commencing work prepare a detailed work programme, which shall be approved by the Bank's Engineer.

22. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding

contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

23. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. The Employer will issue schedule of Instructions in respect of such additional items and their quantities in writing.

24. The successful tenderer must co-operate with other contractor(s) appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Engineer.

25. Defect Liability Period: Any defect such as peeling off, fading of paint or any other fault which may appear during **12 months** Defect Liability Period stated in the Appendix hereto from the date of virtual completion of work in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

26. Stipulated time for completion of work: Time is the essence of the contract. The entire work is to be completed within a period of **105 Days** from the schedule date

of commencement. The Contractor is advised to visit the site and get himself fully acquainted with the general and local site conditions, particularly, those having bearing upon transportation, handling, storage etc. prior to quoting the tender. The material required for the work will have to be delivered and executed in the Bank's Main Office building at **Mumbai - 1**.

27. Materials to conform to specifications -

i) All materials and workmanship shall, so far as procurable, conform strictly to requirements in accordance with the schedule of quantities and instructions of Bank's Engineers and the contractor shall, upon the request of the Bank's Engineer, furnish proof to his satisfaction that they so conform and if required shall also furnish all invoices, accounts, receipts and other vouchers for this purpose.

ii) The contractor shall place orders for all materials required for this work in time and in any case not later than the dates fixed in the approved program. Wherein the matter of procurement of such materials as are collected or the distribution of which are regulated by Government, Central or Local, or by any other Central/State Authority, the employer is obliged to issue any certificate or sign applications for license or permit, by virtue of orders of such Government or authority or by custom or practice, it shall be the sole responsibility of the contractor to arrange for all the formalities to be completed in time and follow up the matter with the concerned authorities and the installations according to the approved program, and the employer will not assume any responsibility for delays in this regard nor for the payment of fines, penalties, demurrage and so forth due to the contractor not taking timely action in the process of procurement. The contractor shall not raise any plea, quoting delays in the completion of the formalities or of delays by the authorities concerned for any compensation whatsoever.

iii) However, the contractor shall, before he places orders for supply, furnish to the Bank's Engineer at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in time, notwithstanding prior approval by Bank's Engineer/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases when makers/manufacturers have test certificates

for their goods/articles/ products/ processes/equipment, Photostat copies of such test certificates shall be produced by the contractor along the samples.

iv) The Bank's Engineer will, within two weeks of the date of supply of samples or within such further period, as it may be depending upon each case, require to intimate to contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Bank's Engineer for his approval, fresh samples complying with the specifications.

v) The approved samples, bearing distinct marks of identification of such approval, shall be displayed by the contractor, at his own expense, prominently at the site, during the entire construction period, and for one month after the date of virtual completion of the work, for inspection/verification by the Bank's Engineer/Employer, without any charge accruing to him (contractor) the approved samples remaining in the safe custody of the contractor till they are so handed over to the employer.

vi) The contractor shall indemnify the employer or any agent servant or employee of 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 pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claims being made or action being brought against the employer in respect of any such matter as aforesaid, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with specified direction issued by the employer or the Bank's Engineer in connection with the contract, but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any specifications issued after conclusion of the contract.

vii) The Bank's Engineer shall be entitled to have tests carried out on the work or its parts or material accessories, either during its progress or on completion, where and when deemed necessary or on any materials to be incorporated in the work/installation supplied by the contractor or otherwise, notwithstanding that the

work or its parts or accessories or the said materials have been accepted and passed/passed for incorporation. The contractor should arrange for such tests and the actual fee paid and cost of materials for test alone will be reimbursed to the contractor.

viii) The scope of the clause regarding test will cover not only materials/articles of everyday use and of ordinary description but also patented products and those under specific makes, notwithstanding that satisfactory test certificates from makers/manufacturers have been produced in accordance with sub clause-iii above.

ix) The contractor shall also arrange for necessary field tests to be carried out in the case of materials/articles of everyday use and of ordinary description regularly under the directions and in the presence of the Bank's Engineer/Employer's representative to determine the suitability of such items for use in the work.

x) The contractor shall maintain at the site comprehensive registers, posted up to date, showing the nature of the materials/articles/goods, their identification marks, dates and the results of all tests. Such registers shall be got countersigned by the representative of the Bank's Engineer/Employer at site and extracts from registers shall regularly be posted to the Bank's Engineer and the Employer. The form of registers shall be mutually settled.

xi) The methods of sampling, the nature and extent of the tests to be carried out and their interpretation shall be in accordance with the provisions of relevant BIS codes unless otherwise provided in this contract. The names of the laboratories or test houses, (where tests are to be done outside the site), in which the tests are to be carried out shall be got approved by the Bank's Engineer.

28. The successful firm shall be required to apply samples of approved colour scheme and get the same approved from Bank's Engineer before going for full execution of the work given in the order. Any modifications/changes suggested by the Bank's Engineer should be affected without demur.

29. The Payment shall be made based on the progress of work and on completed items of work on actual site measurements. - It is clarified that though interim payments will be made along, part rates shall be considered for the work in progress/ partly completed. The minimum value of a **R.A bill shall be Rs. 15.00 lakh (Rupees Fifteen lakh only)**. 5% Retention Money shall be deducted from each payment.

30. The contractor should quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the tender.

31. The successful firm may please note that, the Bank will deduct the amount because of Work Contract tax, education cess and the income tax including surcharge etc., if any, from all bills as per the orders of State / Central Government.

32. Insurance Covers: The contractor shall be responsible for any injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every

respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract with an approved office, a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. 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 similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen's Compensation Act** or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

The Contractor shall be responsible for anything, which may be excluded from the insurance policies above referred to, and also for all other damages to any property arising of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings of damage arising there from.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor. In addition to the above, the Contractor shall insure the work and take **CAR (Contractors All Risk) policy** against loss due to fire, theft, earthquake etc., for the entire contract amount with an approved insurance company till the virtual completion of the work and deposit the policy or policies with the Employer before commencing the work.

In default of the Contractor insuring as provided above, the Employer may so insure and deduct the premiums paid from any money due or which may become due to the Contractor. In case, if for any reason, the Insurance is not taken, by oversight, by the Employer also and the fact comes to light at a later stage, the Employer shall deduct the premium for the Insurance as assessed by the Employer and the contractor shall accept the same without demur.

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

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 the diligence to rebuild or repair the work 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 rebuilding or reinstatement after fire etc., shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall however, not be entitled to reimbursement by the Employer or 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 cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of Insurance in accordance with provisions of this clause and shall produce or cause to produce to the Employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless the above said Insurance Policies are submitted. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

33. If in the opinion of the Bank's Engineer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of

proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractors own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (f) in consequence of the contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (g) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (h) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lockout the Contractor shall immediately give written notice thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

If the contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reasons beyond the due date of completion stipulated in the contract, the contractor shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Employer, the provision of liquidated damages as stated under **Clause 20** will become applicable.

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

the contractor to claim any revision of rates or any extra compensation for any reason.

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

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

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor

Or shall assign or sublet this contract without the consent in writing of the Employer first hand and obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.

Or if the Bank's Engineer shall clarify in writing to the Employer that the contractor

- (i) Has abandoned the contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer notice to proceed or
- (iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer, written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions, or

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

Then and in any of the said case the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workers in carrying on and completing the works or by employing any other contractor or other person or persons to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the material and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under this what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and expense or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

35. Termination of the Contract by the Contractor: If the payment of the amount certified by the Bank's Engineer and payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and if any of the said cases the contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment of all works, executed and for any loss he may sustain upon any plant or materials supplied or purchase or prepared for the purpose of the Contract.

In arriving at the amount of such payment the net rates contained in Contractor's original Tender shall be followed.

36. The Employer may, in his absolute discretion, issue written instructions in regard to;

(a) The variation or modification in the design shape, quality or quantity of the items of work or the addition or omission or substitution of any item of work.

(b) Any discrepancy in the Bill of Quantities and or specifications.

(c) The removal from the site of any person or material brought thereon by the Contractor not to their satisfaction and the contractor shall forthwith comply with and carry out any such instructions.

37. The rates of items, if any, not mentioned in the Bills of quantities shall be fixed by the Bank's Engineer on the basis of the tendered rates to the extent possible or by rate analysis based on prevailing market rates.

38. The Contract document shall remain in the custody of Employer and shall be produced by him at his office and when required by the contractor. The contractor on signing hereof shall be furnished free of cost with a certified copy of the Agreement.

39. The contractor shall conform to the provisions of any Acts of Legislature relating to the various works and for manufacture and to the Regulations and Byelaws of an authority. The contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend at his own cost all actions arising from such claims.

40. The Employer or any of his authorized representatives shall have the power to reject and/or refuse any materials of doubtful quality and workmanship.

41. Certificates and payment: The contractor shall be paid by the Employer based on the certificates to be issued by the Bank's Engineer subject to administrative checks and corrections if any.

42. Defective Materials: Any defects or faults in the materials supplied and, in the work, done by the contractor which may appear during execution of the work or within twelve months shall, upon the discretion of the Bank's Engineer be replaced or set right by the Contractor at his own cost within seven days of receiving such directions. The Bank reserves the right to get the work executed/ work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Contractor.

43. Measurement of works: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured and the contractor shall forthwith attend or send a **qualified supervisor** to assist the Bank's Engineer in taking such measurements and calculations and to furnish all particulars and to give all assistance required. Should the contractor not attend or neglect or omit to send such agent, then the measurements taken by the Bank's Engineer or a person approved by him shall be made taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard mode of measurement, unless otherwise provided for elsewhere in this contract. The contractor or his agent may, at the time of measurement shall take such notes as he may require. All **authorized extra works**, omissions and all variations made without

the knowledge, if subsequently sanctioned by him in writing shall be included in such measurements. The employer also reserves the right to verify any of the measurements of the contractor at any point of time before making the payment.

44. The contractor shall give notice of not less than ten clear days to the Bank's Engineer or his representative in charge of work before covering up or placing beyond the reach of measurement and correct dimensions thereof be taken before the same is covered up or placed beyond reach of measurement. If any work were so covered up without the consent of the Bank's Engineer and his representative in charge of the work shall be uncovered at the contractor's expense, within the aforesaid period of 10 days. In case of failure to comply with this clause the item will not be measured and paid for.

45. Completion Certificate: The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work.

46. Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Bank's Engineer and within 45 days of the receipt of such notice, the Bank's Engineer shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment be made at reduced rates shall be issued. But no certificate of completion, provisional or otherwise 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 was executed all scaffolding, surplus materials, rubbish, temporary shed been erected or constructed by the contractor(s) and cleared off the dirt from all work, doors, windows, walls, floors or other parts of any building, in, upon or about which the work was 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 Bank's Engineer.

47. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and debris as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended, the Employer, after issuing due notice, may at the expense of the contractor remove such scaffolding, surplus materials and debris 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 any such scaffolding or surplus materials as aforesaid except for any sum actually raised by the sale thereof. And the expenses incurred on account of site clearance may be recovered from any money due, or that may become due, to the contractor by the Employer.

48. If the contractor, within 10 days after receipt of written notice from the Banks Engineer, fails to comply with such further drawings/and or Bank's Engineer's Instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due or to become due to the contractor.

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

50. If for any reason, the Employer is obliged, by virtue of the provisions of the Workmen Compensation Act, to pay compensation(s) to workmen employed by the Contractor, in execution of the works, the Employer will recover from the Contractor, the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act, the Employer will be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the

provisions of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.

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

52. Return of surplus materials: Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the contract is procured with the assistance of the Employer by purchases made under orders of permits or licenses issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return them to the Employer, if required by the Employer, at the price to be determined by him. The price to be determined should not exceed purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permit and / or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting or which in usual course would have resulted to him by reason of such breach.

53. Without prejudice to any of the rights of remedies under this Contract, if the Contractor dies, the Employer shall have the option of terminating the contract without compensation to the Contractor.

54. The contractor shall ensure payment of minimum wages to the workmen employed by him as well as shall maintain a Register of wages and shall issue a

wage slip to every workman employed by him and obtain their signature or thumb impression on the wage slip. A copy of such wage slip shall be submitted to the Bank.

55. The Contractors shall comply with minimum wage Act and labor Act in force. Notices/penalty, if any, issued/ imposed by any statutory bodies in the work e to lapses by the contractor in complying with the statutory norms/ requirements shall be paid by the contractor, without any claim to the Bank.

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

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

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed between the party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

57. The contractor shall note that, if the tender cost of L-01 tenderer lies abnormally below i.e. 10% below the estimated cost, it is at the discretion of the Bank to obtain Bank guarantee from the schedule Bank for the difference amount between the estimated amount and the excess amount over 10% for the assurance of satisfactory performance valid for the entire execution period till virtual completion of work.

58. Non-Disclosure clause: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the

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

59. Clause of Prevention of Sexual Harassment at Work place:

- 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 / DICGC 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 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 work place and related issues.
- e)** The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

60. Minimum Wages Act: - Contractor shall comply with minimum wage act and labor 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.

61. Compensation to be recovered from the Contractors in case of default because 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.

62. Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed: The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing 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. 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.

I/We hereby declare that I/we have read and understood the above instructions to the contractors.

Place:

Signature of the firm

Date:

Address of the firm:

Email: -

Contact No:-

SAFETY CODE

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

12. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect working condition.

13. The ropes used in hoisting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.

Additional safety net is to be providing to cover the external work and to avoid any injury to the occupants of the colony.

FIRE SAFETY CODE

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, the Engineers shall be informed and only after the site inspection by them, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, 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.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- xi. None of the passages near staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. None of the fire extinguishers shall be removed/shifted from its designated location.

- xiii. Power supply shall be switched off from the mains when equipment is not in use.
- xiv. Any debris/ junks generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature of the Tenderer:

Date:

Address:

Phone/Mobile No.:

E-mail:

SECTION E

SPECIAL CONDITIONS

1. Bank has got registered itself as Principal Employer under Section 7 of Contract Labor (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 Office, MRO, 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 office building 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 laborers 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 office building 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 scrutinize 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. The tenderer shall submit along with his tender, a list mentioning the names of manufacturers of paints which he proposed to use in the work if his tender is accepted.
18. **Price adjustment Clause:** - Basic price of items indicated shall be ex-go down at Mumbai excluding GST. Contractors shall consider factors like transport, handling charges etc. while quoting their rates. Necessary approvals shall be obtained from the Bank before placing order for purchase of items with basic prices. Successful contractors shall submit purchase bills/vouchers for purchase of such items to the Bank. The adjustment in cost of materials for which basic prices have been mentioned in the tender shall be considered only for actual measured quantity by working out difference in basic price mentioned in the tender and actual purchase cost or MRP whichever is less and 15% towards C.P. & OHC only.

Place:
seal

Signature of Tenderer with name, &

Date:

Address:

E -mail:

Phone:

APPENDIX HEREINBEFORE REFERRED TO

1. Defects liability Period	12 months from the date of issue of virtual completion certificate.
2. Period of final measurement	3-months from the date of final completion of the work including settlement of final bill.
4. Date of commencement	Within 10 th day from the date of award of work or handing over of the vacant possession of the working area whichever is later.
5. Date of completion	105 Days from the date of commencement of work
6. Liquidated Damages	Rs. 1,365/- per day subject to maximum amount of 10% of the contract amount
7. Value of work for Interim Certificate	Rs. 15.0 lac
8. Retention Percentage	5% from each bill
9. Total Security Deposit	5% RMD + EMD
10. Refund of EMD	Only after receipt of The Performance Bank Guarantee (PBG).
10A Release of RMD	Only after completion of DLP of one year.
11. Performance Bank Guarantee	5 % Of the estimated cost to be submitted on intimation from the Bank before award of work.
12. Release of Performance Bank Guarantee (PBG)	After virtual completion of work as certified by the Bank's Engineer.
13. Coating (Paint) Application & Waterproofing Performance Bank Guarantee (CWPBG)	Rs. 91,000/- (Ninety-One Thousand Only) submitted before release of RMD i.e. just before completion of DLP.
14. Release of Paint Application Performance Bank Guarantee (PAPBG)	Submitted before release of RMD i.e. just before completion of DLP and remain valid for 50 Months from the date of completion of DLP.
15. Period of honoring RA bill certificate	one month
14. Period of honoring final bill certificate	3 months including measurement of work
15. Interest for delayed payment	Three percent per annum

Approved List of Manufacturers

Sr No	Material	It No.	Approved Manufacturer
1	Paints	a) b) c) d)	AKZONOBEL DULUX PAINTS (WEATHER SHIELD MAX) ASIAN PAINTS (APEX ULTIMA PROTEK) BERGER PAINTS (APPROVED EQUIVALENT) NEROLAC PAINT (APPROVED EQUIVALENT)
2	Silicon Coating	a)	'WEATHER SHIELD CLEAR OF M/S. AKZONOBLE (DULUX)' OR ANY OTHER EQUIVALENT APPROVED MAKE
3	Silicon Grout	a) b) c)	MYK LATICRETE INDIA PVT LTD. DR. FIXIT (SILICON SEALANT) OR ANY OTHER EQUIVALENT APPROVED MAKE
4	Synthetic Enamel	a) b) c) d)	AKZONOBEL DULUX PAINTS ASIAN PAINTS BERGER PAINTS NEROLAC PAINT

Note: Final selection of the make of material will be exclusively as decided by bank's engineer.

Place:

Signature of Tenderer

Date:

Address:



Reserve Bank of India
Estate Office, Fort, Mumbai

Tender For

Tender External Repairs & Repainting/ Coating to the walls of Bank's Main Office

Building, Fort, Mumbai

Part -II

Only for reference / Rates Not to Quoted

Schedule of Quantities

Item No.	Description of Items	Qty.	Rate Per Unit.
1	<u>Double face Scaffolding</u>		
	Providing, assembling and erecting in position double face scaffolding system preferably of cup-lock type of standard variety around the exterior sides of the office building up to approximately 27.0 meter height made out of 40mm dia M.S. tube at approximately 1.5 meter c/c in both ways i.e. horizontal & vertical joining with cup & Lock system with M.S. Clamps along with other required accessories. The scaffolding system shall be well stiffened with bracing, runners and required horizontal support from the building etc. wherever required for inspection of work along with essential safety features for the workmen, erecting the same in strong, sturdy and stable condition and also maintaining the same in a serviceable condition till the completion of work including dismantling /removing thereafter and disposing the same from site etc. complete as per the direction from the Bank's engineer.		-

	<p>Note: While dismantling proper care shall be taken to remove all the fastening members from the building including grouting the holes made for nails with Silicon based grouting material so as to match with the existing surface. The surface area of the building in the elevation covering the scaffolding erected shall be measured for payment purpose. The payments will be made only once irrespective of duration of scaffolding erected on site till completion of entire cope of work.</p>	6,900.0	Per Sq. M.
2	<u>Repointing/Refilling of Stone Work Joints</u>		
	<p>Carry out the repointing/refilling of stone work joints by carefully removing the existing loose/deteriorated mortar, nails plants etc. from the joints till sound mortar is reached, if required grinding may be done for removal of existing grout and cleaning the same with wire brush/water so as to remove the loose dust and dirt from the joints and filling the same with crystal clear/transparent silicon based sealant/ grout by using caulk/silicon gun of approved make, ensuring the dense /compact filling so as to bring it in level with the stone block surface. Newly pointed areas shall be in consistent with the existing mortar joints for colour and texture. All complete done in workmanlike manner as directed by the Bank's engineer.</p> <p>Note: The rate shall be suitably included for the removal of debris out of the premise but excluding the cost of scaffolding which will be paid separately under tender item 1 above.</p> <p>The net stone surface shall be considered for measurement and accordingly rate may be assessed and quoted.</p>	5,350.0	Per Sq. M.
3	<u>Stone Surface Cleaning & transparent Coating:</u>		

<p>Carefully cleaning/washing the existing surfaces of stone cladding at all heights & leads by removing existing nails, M.S. brackets, algae growth, unforeseen plants, foreign material, bitumen coating, paint stains, surface disfiguration and other coating if seen on the surface, etc. by using approved make and non-harmful soft chemicals/soaps, thoroughly scrubbing the surface to remove peeling/exfoliation by using coir/wire brush, through cleaning with water using jet sprayer so as to receive neatly cleaned/washed surface. Treating the washed surface with minimum three coats of water repellent silicon based transparent chemical coating of approved make by using spray machine of required capacity by allowing dry time of minimum 12 hours in each coat so as to retain/maintain the original shade & texture of the stone surface. All complete done in workmanlike manner and as directed by the Bank's engineer.</p> <p>Note: The rate shall be inclusive of the following,</p> <ul style="list-style-type: none"> i) Neatly filling the holes with approved silicon grout. ii) Carting away the debris out of the bank's premises. iii) Excluding the cost of scaffolding which will be paid separately under respective tender item no 1 above and including all labour for carrying out entire scope of work. iv) Excluding the cost of joint grout (Joint Filler), which will be paid separately under respective tender item no 02 above. v) Rental charges for Paint Spray Machine and all tool & tackles. v) Lockable storage and stacking of paint materials and keeping records of day to day consumption of paint. 	<p>5,350.0 Sq. M.</p>	<p>Per Sq. M</p>
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	Mode of Measurement: The net stone surface shall be considered for measurement and accordingly rate may be assessed and quoted.		
4.	<u>External Structural Repairs.</u>		
	<p>Treatment to in-build corroded/damaged reinforcement and replacing the damaged concrete surface with polymer modified cement mortar & finished with plaster:</p> <p>i) Providing and repairing the damaged various R.C.C structural members like columns, roof slabs, beams, lintels, sunshades, loft slabs or any other member 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:</p> <p>ii) 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 & reinforcement/s using wire brush with clean water.</p> <p>iii) Providing and applying a coat of rust remover to the rusted steel by brush of approved brand preferably out of the manufacturers as approved or approved equivalent.</p> <p>iv) After 5 hours 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.</p> <p>v) After 5 hours drying time, providing and applying as polymer cement bonding coat (PCBC), which is a coat of high performance Acrylic Polymer preferably selected of the approved manufacturers duly mixed with cement</p>		

	<p>slurry in ratio 1: 0.5 by weight for the exposed concrete surfaces.</p> <p>vi) Providing & applying in layers polymer modified cement based high performance ready mix mortar up to 20 mm thick in layers, of approved make by using 13 to 15 % water powder ratio in layer not more than 12 mm , finish the surface with steel trowel, curing the surface for 48 hours.</p> <p>vii) The rate shall suitably include for making necessary coverings/ curtains on sunshades, roof slabs, curing, etc. as per site conditions & disposing off the debris out of the colony premises, etc. all complete done in workmanlike manner as directed by the Bank's Engineer. The rate shall suitably include for making necessary coverings/ curtains on sunshades, roof slabs, curing, etc. as per site conditions & disposing off the debris out of the colony premises, etc. all complete done in workmanlike manner as directed by the Bank's Engineer.</p> <p>Note: a) Only net treated area shall be considered for measurement. The plastering is included in the Item & no extra plaster will be paid. The measurements shall be recorded & signed jointly immediately after completion of work.</p> <p>b) The rate shall be including of scaffolding & supporting system as specified.</p>	<p>20.0 Sq. M</p>	<p>Per Sq. M.</p>
<p>5.</p>	<p><u>Do as item (1) for additional thickness of 15 mm to 20 mm</u></p>		
	<p>Extra over item no. 2(a) above for providing and treating the surface with extra/additional 15mm to 20 mm thick mortar over the plastered surface under Item No. 2(a) above, all complete done in workmanlike manner as directed by the Bank's Engineer.</p> <p>Note:</p>		

	<p>(a) Only the net treated area Shall be considered for measurement.</p> <p>b) The rate shall be including of scaffolding & supporting system as specified.</p>	10.0	Per
		Sq. M	Sq. M.
6.	<u>External Painting by using 100% acrylic elastomeric paint:</u>		
	<p>Providing and applying two or more coats of exterior variety 100% acrylic elastomeric paint of approved brand over a coat of recommended cement based primer as a repainting over the existing faded painted or non-painted (Fresh) surface of approved shade to walls, columns, canopies, RCC jallies, RCC fins, underneath chajjas, terrace parapet walls, pedestals etc. wherever required and as directed all done in workmanlike manner all as per the Manufacturer's specifications either in single shade or in different shades for inlays including preparation of the existing surface by thoroughly scrapping and removing the existing paint, the algae, stains if any, presenting the prepared surface for necessary approval from the Bank's Engineer prior to begin with fresh repainting including treating the existing surface hair cracks if any by opening the same in "V" shape, filling the same with crack filling compound/filler/grout of approved make including application bond over coat all as per the manufacturer's specification.</p> <p>Note: The rates shall suitably include for the following,</p> <p>i) Extra coat of paint to receive fine painted surface</p> <p>ii) All tools & tackles and to work at all leads & heights.</p> <p>iii) Thoroughly cleaning the ground surface and ensure complete stain free</p> <p>iv) Exclusive of scaffolding which will be paid under respective tender item no 1 above. All complete as directed by bank's engineer.</p>		

	<p>v) 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.</p> <p>vi) Accordingly, the paint/primer 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.</p> <p>The net painted surface area shall be consider for measurement in line with IS: 1200.</p>	1, 050.0	Per Sq. M
7.	<u>Synthetic enamel Painting:</u>		
	<p>Providing and applying two or more coats of 1st quality synthetic enamel paint preferably in Glossy finish over a coat of Zinc Chromate Primer both of approved make and shade over the entire steel work as a repainting viz. grills, gates, MS gates etc. at all heights & leads including preparing the surface by scrapping, removing the existing rust and filling the poles /surface with approved metal based putty wherever required. All complete done in workmanlike manner and as directed by the bank's engineer.</p> <p>Note: i) The rate quoted shall include carting away the debris out of the Bank's premises but excluding the cost of scaffolding, which will be paid under respective tender item no 1 above.</p> <p>ii) The net painted surface area shall be consider for measurement in line with IS: 1200.</p>	1,400.0	Per Sq. M
8.	<u>Miscellaneous Painting works:</u>		
	Providing and applying two or more coats of synthetic enamel paint on miscellaneous existing provisions like all		

	<p>pipes, conduits, boxes, MS fittings, MS brackets, Fire Hydrant Pipes (painted with red enamel paint) at all places etc. visible in elevation of the building including preparing the surface by, filling putty, applying suitable approved primer, cleaning, carting away the debris etc. complete as directed by the bank's engineer.</p>	<p>Job</p>	
	Rs.		
	Rebate if any @ -----% Rs.		
	Total Rs.		
	Add CGST Rs.		
	Add SGST Rs.		
	Gross Total Rs.		

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall

pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

We hereby further agree that –

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

In witness whereof

I/We of the Bank have signed and sealed this guarantee on the ----- day of ---
----- (Month) 2023 being herewith duly authorized.

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

.....

.....

Proforma for providing input for NEFT Payment

RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

3A. Supplier's Code

--	--	--	--	--	--

3B. Supplier's PAN Number: #

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

Supplier's / Vendor's Complete Postal

4. Address:

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

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

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

											M									
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7. Name of the Bank:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

8. Bank (Branch) Postal Address:

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

RTGS:																						
NEFT:																						
MICR:																						

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 Supplier: ©

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© 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 RBI responsible.

Date: Supplier's Seal: Authorized Signature of the Supplier:
Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

Proforma for Indemnifying the Employer Against Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director
Reserve Bank of India,
Estate Department,
Main Office Building,
Mumbai

Dear Sir/Madam

Provision of anodised aluminium windows over granite stone all-round casing in replacement of existing wooden windows for Bank's Amar Building, Fort

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 labor 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 labor and for the observance of the laws in this regard.

Yours faithfully,

For _____

Authorised signatory

Declarations to be submitted along with each bill by the contractor on his letterhead

1. DECLARATION

I, Shri/Smt.being the owner/proprietor/
director of..... (name of the firm/establishment), do hereby
declare that I have adhered to the rules and regulations stipulated in Contract
Labour (Regulation and Abolition) Act,1970 and Code on Wages, 2019 as
amended from time to time, to the extent applicable to my firm/establishment.
In this context, I also declare that I have paid wages to the workers/ labour
engaged by me in connection with the work entrusted to me by the Bank,
as per prevailing CLC rates.

Place:

Signature and seal of the Contractor

Date:

Name:

Address:

Email:

Mobile no.:

2. GST DECLARATION

**I do hereby declare that the GST Registration Number of my/our firm/
company/ establishment is..... and the GST claimed in the bill will
be paid duly to the Government of India after receipt of the same from the Bank.**

I will inform the Bank in due time about the payment of GST to Government of India.

Place:

Signature and seal of the Contractor

Date:

Name:

Address:

Email:

Mobile no.:

Debarment Clause:

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

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) any financial or business transactions between the bidder and any official of the procuring entity related to 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;
 - i) failed to disclose conflict of interest.
 - j) 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, on-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.

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the applicant on their letterhead)

1. I / we..... (Name of the firm) 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 application).

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

(c) I / 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 other country on or before award of work for the captioned work.

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

(Seal and signature of the applicant)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.