



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

Tender Part I

(Techno-commercial Bid)

E-Tender No.

RBI/Mumbai Regional Office/Estate/47/24-25/ET/205

TENDER FOR

**Supply and Installation of Coconut Net Umbrella for All Coconut
Trees at RBI Colony, Santacruz (West), Mumbai.**

Name & Address of Tender

Last date of submission of E-Tender: 13/08/2024 up to 2.00 PM



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

Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.

Reserve Bank of India, Mumbai invites two-part tender by e-tender mode from the contractors empaneled with Reserve Bank of India, Estate Office, Fort, Mumbai in category of civil works (A) costing between ₹5 Lakh to ₹10 Lakh for the captioned work. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprocn/>). All interested eligible empaneled contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

SCHEDULE OF TENDER (SOT)

Name of work	Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai
e-Tender no	RBI/Mumbai Regional Office/Estate/47/24-25/ET/205
Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
Tender Value (Estimate Cost)	Rs. 7.17 lakhs
Date of NIT available to parties to download (View Tender Time)	On 12.07.2024 from 05:00 PM onwards
Pre-Bid meeting	Not Applicable
Earnest Money Deposit	NA
Tender Fees	No Tender Fees
Last date of submission of EMD	NA
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	05:00 PM on 12.07.2024
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	02:00 PM on 13.08.2024
Date & time of opening of Part-I (Techno-Commercial Bid)	03:00 PM on 13.08.2024 at Estate Cell, Byculla, Mumbai 400008

The date and time of opening of Part-II (Price Bid)	The date and time of opening of Part-II (Price Bid) shall be intimated to the eligible vendors subsequently)
Transaction Fee	As per MSTP through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED

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

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

**Regional Director
Reserve Bank of India
Mumbai**



भारतीय रिज़र्व बैंक
संपदा कक्ष, भायखला, मुंबई

बैंक के सांताक्रूज क्वार्टर, मुंबई में नारियल के पेड़ों के लिए नारियल नेट छाते की आपूर्ति एवं स्थापना

भारतीय रिज़र्व बैंक, मुंबई उपरोक्त कार्य के लिए ₹5 लाख से ₹10 लाख के बीच की लागत वाले कार्यों के लिए सिविल श्रेणी (A) के भारतीय रिज़र्व बैंक, संपदा कार्यालय, फोर्ट, मुंबई के पैनल में शामिल ठेकेदारों से ई-निविदा मोड द्वारा दो-भागीय निविदा आमंत्रित करता है। निविदा एमएसटीसी लिमिटेड के ई-निविदा पोर्टल के माध्यम से की जाएगी। सभी इच्छुक पात्र सूचीबद्ध ठेकेदारों को निविदा प्रक्रिया में भाग लेने के लिए एमएसटीसी लिमिटेड पर स्वयं को पंजीकृत करना होगा।

निविदा की अनुसूची

कार्य का नाम	बैंक के सांताक्रूज क्वार्टर, मुंबई में नारियल के पेड़ों के लिए नारियल नेट छाते की आपूर्ति एवं स्थापना
ई – निविदा नं.	RBI/Mumbai Regional Office/Estate/47/24-25/ET/205
निविदा का माध्यम	ई-खरीददारी प्रणाली- (ऑनलाइन भाग I – टेक्नो वाणिज्यिक बोली एवं भाग II कीमत बोली (https://www.mstcecommerce.com/eprocn/) के माध्यम से
अनुमानित लागत	₹ 7.17 लाख
पार्टियों द्वारा डाउनलोड हेतु NIT उपलब्ध होने की तारीख (निविदा दिखने का समय)	12.07.2024 को शाम 05:00 बजे से
बोली पूर्व बैठक	लागू नहीं।
बयाना राशि	लागू नहीं।
निविदा शुल्क	लागू नहीं।
बयाना राशि जमा करने की अंतिम तिथि	लागू नहीं।
ऑनलाइन टेक्नो वाणिज्यिक बोली एवं कीमत बोली प्रस्तुत करने हेतु ई-निविदा के प्रारम्भ होने की तिथि	12.07.2024 को शाम 05:00 बजे से
ऑनलाइन टेक्नो वाणिज्यिक बोली एवं कीमत बोली प्रस्तुत करने की अंतिम दिनांक	13.08.2024 को अपराह्न 02:00 बजे तक
I. भाग –I को खोलने की तिथि व समय (टेक्नो वाणिज्यिक बोली)	13.08.2024 को अपराह्न 03:00 बजे निविदा भाग-I खोलने का स्थान: संपदा कक्ष, भायखला, मुंबई- 400 008
भाग- II (मूल्य बोली) खोलने की तिथि और समय	भाग-II खोलने की तिथि और समय पात्र विक्रेताओं को बाद में सूचित किया जाएगा।
m. लेनदेन शुल्क	एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे/एनईएफटी/आरटीजीएस के माध्यम से एमएसटीसी के अनुसार

2. बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

3. भविष्य में जारी निविदा में कोई भी संशोधन / शुद्धिपत्र, यदि कोई हो, केवल ऊपर दी गई आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

**क्षेत्रीय निदेशक
भारतीय रिजर्व बैंक
मुंबई**

Important instructions for E-procurement

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

<u>1</u>	<u>Process of e-Tender :</u> 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). SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://www.mstcecommerce.com/eprocn/ 1). Vendors are required to register themselves online with https://www.mstcecommerce.com/eprocn/ → e-Procurement → PSU/Govtdepts → 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): Shri Aneek Roy Choudhury (Assistant Manager-7085518357) aneekrc@rbi.org.in for Technical Query 2. Shri Amit Kumar Shukla (Assistant Manager- 7985417169) - shuklakamit@rbi.org.in
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	e-tender query. 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 iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied. ➤ Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings: ➤ Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page https://www.mstcecommerce.com/eproc/)
<u>2</u>	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eproc/ Tenders will be opened electronically on specified date and time as given in the Tender.
<u>3</u>	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
<u>4</u>	Special Note towards Transaction fee:

	The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
<u>4</u>	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).
<u>5</u>	<u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u>
<u>6</u>	Bidding in e-tender : a) Vendor(s) need to submit necessary, 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. 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/eprocn/ → e-procurement →PSU/Govt depts→ 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 be 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 <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded. g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 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. k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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. m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
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<u>7</u>	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
<u>8</u>	<u>No deviation to the technical and commercial terms & conditions are allowed.</u>
<u>9</u>	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.
<u>10</u>	Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprocn/ 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 UNDER THE CATEGORY 5 TO 10 LAKHS ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.
2. In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in the un-priced bill of quantities given in Part-I of the tender.

Date: -
Tenderer

Signature and seal of the

Place: -

Name and address:

Phone/Mobile no.

e-mail



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

Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.

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FORM OF TENDER

Date:

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

Place:

Dear Sir,

Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having 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 attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule or 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)	Description of work	Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.
(b)	Estimated cost	Rs 7.17 Lakhs
(c)	Earnest Money	NA
(d)	Percentage, if any, to be deducted from each bill as RM	5 %
(e)	Time allowed for completion of work	Time allowed for carrying out the work is 60 days from the 10th day of issue of work order.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
3. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

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

5. Our bankers are:

(i)

(ii)

6. The names of partners of our firm are: -

(i)

(ii)

Name of the partner of the firm)
authorized to sign)

or)

Name of person having Power of Attorney)
to sign the contract. (Certified true copy of)
the Power of Attorney should be attached))

(Signature, Name and addresses of witnesses)

1)

2)

Yours faithfully,

Signature & seal of the Tenderer

Name & Address:

Mobile/Phone no.:

E-mail :

Draft Articles of Agreement

(On Non Judicial Stamp Paper of appropriate value)

यह करार की शर्तें मुंबई में को एक पक्ष भारतीय रिजर्व बैंक जिसका केंद्रीय कार्यालय मुंबई में है (इसके पश्चात जिसे नियुक्ता कहा गया है) और दूसरा पक्ष है (जिसे इसके बाद ठेकेदार कहा गया है) के बीच हुआ है।	ARTICLES OF AGREEMENT made theday ofbetween en the Reserve Bank of India having its Central Office at Mumbai, (hereinafter called “the Employer”) of the one part and..... (hereinaftercalled“the Contractor”) of the other part.
जबकि नियुक्ता बैंक के सांताक्रूज क्वार्टर, मुंबई में नारियल के पेड़ों के लिए नारियल नेट छाते की आपूर्ति एवं स्थापना करवाने का इच्छुक है और किए जाने वाले कार्यों का वर्णन करने वाले रेखाचित्र और विशिष्टताएं प्रदान की है। और जबकि उक्त रेखाचित्रों, विशिष्टताओं और मात्राओं की अनुसूची पर इसके पक्षकारों द्वारा या उनकी ओर से हस्ताक्षर किए गए हैं। और जबकि ठेकेदार यहाँ तय की गई शर्तों, विशेष शर्तों में उल्लिखित शर्तों तथा संविदा की शर्तों एवं मात्राओं की अनुसूची में बताई गई शर्तों पर (उक्त सभी को आगे सामूहिक रूप से “ उक्त शर्तें” कहा जाएगा), उक्त ड्रॉविंग (रेखाचित्र) में दर्शाए और / या उक्त विशिष्टताओं में वर्णित और उक्त मात्राओं की अनुसूची में दर्शाए कार्य, वहाँ पर तय की गई दरों के अनुरूप, भुगतान के लिए देय राशि या ऐसी अन्य राशि जो उसके तहत देय हो (जिसको इसके बाद “ उक्त ठेका राशि” के रूप में संदर्भित किया जाएगा”) के अधीन कार्य करने के लिए सहमत है।	WHEREAS the Employer is desirous of carrying out the work of Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai and has caused drawings and specifications describing the works to be done. AND WHEREAS the said drawings, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto. AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon the said Drawings and/or described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount”).
अब यहाँ से इस प्रकार सहमति बनी है	NOW IT IS HEREBY AGREED AS FOLLOWS:
उक्त विचारणीय राशि के संदर्भ में, जो कि इस करार में तय तरीके के अनुसार भुगतान की जाएगी, ठेकेदार द्वारा उक्त रेखाचित्रों में दर्शाए गए एवं उक्त विशिष्टताओं तथा	In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.

मात्राओं की अनुसूची में वर्णित काम को पूर्ण करने एवं शर्तों को कार्यान्वित करने के अधीन होगी।	
नियोक्ता ठेकेदार को शर्तों में उल्लेखित तरीके के अनुसार संविदा राशि या ऐसी अन्य राशि जो देय हो का समय पर भुगतान करेगा।	The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
उक्त शर्तों में "वास्तुकार" शब्द का अर्थ इस संविदा के तहत नवीनीकरण कार्यों की वास्तु योजना और डिजाइनिंग आदि के उद्देश्य से 'वास्तुकार' होगा।	The term "Architect" in the said conditions shall mean 'Architect' for the purpose of architectural planning & designing etc. of the Renovation works under this contract.
भारतीय रिजर्व बैंक निर्माण कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान और संविदा के विभिन्न नियमों, शर्तों और पूर्वापेक्षाओं के कार्यान्वयन के लिए सीधे व्यवस्था और प्रबंध करेगा।	The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
यहाँ उल्लेखित शर्तें और विभिन्न अनुसूचियों को इस करार के आधार के रूप में पढ़ा और समझा जाएगा और यहाँ मौजूद पार्टियां अपनी ओर से उक्त शर्तों द्वारा बंधे हैं, स्वयं को उक्त शर्तों को समर्पित करते हैं और उक्त शर्तों में उल्लेखित अनुसार अपनी ओर से करार का निष्पादन करेंगे।	The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
करार और यहाँ उल्लिखित दस्तावेज इस संविदा का आधार बनाएँगे	The agreement and documents mentioned herein shall form the basis of this Contract.
यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही एक लघु कार्य संविदा है, बल्कि बैंक के सांताक्रूज क्वार्टर, मुंबई में नारियल के पेड़ों के लिए नारियल नेट छाते की आपूर्ति एवं स्थापना के लिए एक संविदा है। जिसके लिए वास्तविक मापी गई मात्राओं के अनुसार दरों और संभावित मात्राओं की अनुसूची में निहित दर पर या उक्त शर्तों में प्रदान की गई दर पर भुगतान किया जाना है।	This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai , to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
उक्त शर्तों में निर्धारित तरीके के अनुसार ठेकेदार सिविल निर्माण कार्यों से संबंधित सभी कार्यों, सेनेटरी कार्य और फिटिंग, स्थायी जल आपूर्ति, विद्युत इन्स्टालेशन, फिटिंग,	The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply,

एयर कंडीशनिंग और अन्य संबंधित कार्यों से संबंधित सभी कार्यों को करने के लिए हर उचित सुविधा प्रदान करेगा और इस तरह के कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान को पुनः ठीक करेगा।	electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
नियोक्ता के पास इस संधि के पूर्वाग्रह के बिना कार्य के किसी भी वस्तु (आइटम) को जोड़कर या हटाकर या उसी के कुछ भाग को बनाए रखकर रेखाचित्र और कार्य की प्रकृति को बदलने का अधिकार सुरक्षित है।	The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same arrived out without prejudice to this contract.
समय को इस संधि के तत्व के रूप में माना जाएगा और ठेकेदार एतद्वारा साइट को सौंपे जाने के तुरंत बाद या उक्त शर्तों में उल्लिखित कार्यारंभ की निर्धारित तिथि से, जो भी बाद में हो, काम शुरू करने और तथापि समय विस्तार प्रावधानों के अधीन सम्पूर्ण कार्य को पूरा 60 दिन के भीतर पूर्ण करने के लिए सहमत है।	Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within 60 Days subject nevertheless to the provisions for extension of time.
इस संधि के तहत नियोक्ता द्वारा सभी भुगतान केवल मुंबई में ही किए जाएंगे।	All payments by the Employer under this Contract will be made only at Mumbai
इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और उसका निर्धारण केवल मुंबई में स्थित न्यायालय के अधिकार क्षेत्र में होगा।	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
यह कि इस संधि के कई अंशों को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है। ठेकेदार निविदा में दी गई मात्रा से अधिक मात्रा के भुगतान के लिए तब तक हकदार नहीं होगा जब तक कि बैंक के प्रभारी अभियंता से विशिष्ट लिखित अनुदेशों के तहत आदेश नहीं दिया जाता है।	That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.
ठेकेदार बैंक के बुनियादी ढांचे उपकरणों / प्रणालियों / आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के	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

साथ खुलासा नहीं करेगा, जो कि इस करार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार करार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा। ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस करार के तहत गोपनीय जानकारी के गैर प्रकटीकरण-के दायित्वों को पूरी तरह से संतुष्ट किया जा रहा है। गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के-दायित्व किसी भी कारण से होने वाले इस करार की समाप्ति या समापन को बचायेंगे।	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.
15. कार्य स्थल पर महिलाओं के यौन उत्पीड़न की रोकथाम का खंड ए) फर्म, बैंक के परिसर के भीतर अपने (फर्म के) कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में पूर्णतः जिम्मेदार होंगी, भारतीय रिज़र्व बैंक द्वारा क्षेत्रीय समिति के समक्ष शिकायत दर्ज की जाएगी और बैंक उस	15. <u>Clause of Prevention of Sexual Harassment at Work place:-</u> a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.

शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाही की जाना सुनिश्चित करेगा। बी.) बैंक के किसी भी कर्मचारी के विरुद्ध फर्म के किसी भी कर्मचारी की तरफ से यौन उत्पीड़न होने की कोई भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। सी.) फर्म किसी भी मौद्रिक क्षतिपूर्ति के लिए जिम्मेदार होगा, जिसे फर्म के कर्मचारियों को शामिल करने वाली घटना में भुगतान करने की आवश्यकता हो सकती है, उदाहरण के लिए बैंक के कर्मचारी को कोई भी मौद्रिक राहत, अगर समिति द्वारा फर्म के कर्मचारी द्वारा यौन उत्पीड़न किया जाना साबित होता है। डी) फर्म कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा। ई) फर्म बैंक परिसर में नियोजित अपने कर्मचारियों की पूर्ण एवं अध्यतन सूची उपलब्ध कराएगा।	b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank. c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any 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.
16. गैर-प्रकटीकरण खंड - ठेकेदार बैंक के बुनियादी ढांचे उपकरणों आदि के बारे में प्रत्यक्ष या / प्रणालियों / अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी भी तीसरे पक्ष के साथ खुलासा नहीं करेगा, जो कि इस करार के संबंध में संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार या उसके कर्मचारियों के ध्यान में या ज्ञान में आ सकता है, और हर समय उन्हें सख्त गोपनीय रखेगा। ठेकेदार करार के विवरण को निजी और गोपनीय मानेंगे, सिवा इस सीमा के कि जो इसके तहत दायित्वों को पूरा करने के लिए या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार बैंक की पूर्व लिखित सहमति के	16. Non-Disclosure clause: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or

बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य की विशेषताओं को प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा या उजागर नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुई किसी भी प्रकार की हानि के लिए नियोक्ता को क्षतिपूर्ति करेगा। उक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध को भंग करने के रूप में माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी कदम उठाने का हकदार होगा। ठेकेदार इस बात को सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में सभी उचित कार्यवाही करेगा कि इस करार के तहत गोपनीय जानकारी के गैर प्रकटीकरण-के दायित्वों को पूरी तरह से संतुष्ट किया जा रहा है। गैर प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के-दायित्व किसी भी कारण से होने वाले इस करार की समाप्ति या समापन को बचायेंगे।	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.
17. न्यूनतम मजदूरी अधिनियम : ठेकेदार लागू न्यूनतम मजदूरी अधिनियम व श्रम अधिनियम का अनुपालन करेंगे। किसी भी सांविधिक नियम / अपेक्षाओं के अनुसार जारी नोटिस / दंड, यदि कोई हो तो, का भुगतान ठेकेदार द्वारा बैंक से किसी दावे के बगैर किया जाएगा।	17. <u>Minimum Wages Act:</u> - Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.
18. कोविड -19 की वर्तमान महामारी की स्थिति में पालन किए जाने वाले प्रोटोकॉल, हिफाजती उपाय और सुरक्षा मानदंड : ठेकेदारों को कोविड -19 की वर्तमान महामारी की स्थिति के दौरान बैंक द्वारा निर्धारित सभी सुरक्षा, हिफाजती मानदंडों और मानक प्रोटोकॉल का पालन करना होगा जैसे कि मास्क पहनना, हैंड सैनिटाइजर का उपयोग करना, नियमित रूप से साबुन डिस्पेंसर से हाथ धोना, हाथ के दस्ताने पहनना, केवल कार्य स्थल से संबंधित श्रमिकों की आवाजाही, नियमित सुरक्षा जाँच आदि। इसका उल्लंघन करने पर बैंक के शिष्टाचार व सुरक्षा अधिकारी	18. <u>Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed:</u> The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mass, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand glauses, 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.

द्वारा प्रत्येक अवसर पर जुर्माना लगाया जा सकता है, जो ठेकेदारों को देय भुगतान से वसूल किया जा सकता है।	
19. संविदा की समाप्ति के कारण चूक के मामले में ठेकेदारों से वसूल की जाने वाली क्षतिपूर्ति : यदि कार्य/संविदा के पूरा होने से पहले किसी भी पार्टी द्वारा संविदा को समाप्त कर दिया जाता है। यह माना जाता है कि, ठेकेदार निर्धारित समय अवधि और स्वीकृत विस्तार में उपर्युक्त कार्य को पूरा करने में विफल रहे हैं। बचा हुआ या शेष कार्य सीधे बैंक द्वारा ठेकेदारों के जोखिम और लागत पर किया जाएगा। इस तरह की जोखिम और लागत राशि यानी ठेकेदारों की निविदा दरों के आधार पर लागत और कार्य पूरा करने के लिए बैंक द्वारा की गई नई संविदा की दरों के अनुसार प्राप्त राशि के बीच अंतर की गणना से प्राप्त राशि। यह जोखिम और लागत राशि बैंक द्वारा ठेकेदारों को देय किसी भी राशि जैसे अंतिम बिल की सकल राशि, निष्पादन बैंक गारंटी राशि, संविदा की अद्यतित परिवर्तित प्रतिभूति जमा (आरएमडी) इसके अतिरिक्त सभी संपदा प्रकोष्ठों / कार्यालय यानी संपदा कार्यालय, फोर्ट, , भायखला कक्ष, बीकेसी कक्ष इत्यादि में लंबित किसी भी अन्य बिल / बिलों सहित के समक्ष देय राशि में से वसूल की जाएगी, जो कि संविदा की जबरन समाप्ति और कार्य को पूर्ण करने में व्यर्थ हुए समय के कारण बैंक द्वारा उठाया गया एक प्रत्यक्ष वित्तीय नुकसान है।	<u>19. Compensation to be recovered from the Contractors in case of default on account of termination of contract:</u> If the contract is terminated from either of the party before completion of work/contract. It is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (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.
इसके साक्ष में, नियोक्ता और ठेकेदार ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं एवं दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं। (यदि ठेकेदार एक साझेदारी या व्यक्तिगत स्वामित्व है) इसके साक्ष में, नियोक्ता ने अपने विधिवत अधिकृत अधिकारी के माध्यम से इन विलेखों के लिए अपने भाग निर्धारित किए हैं और ठेकेदार ने अपनी आम मुहर को	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,

यहां लगाया है और इसके बाद उसकी ओर से दो कथित डुप्लिकेट को निष्पादित किये जा सकते हैं, दिन और वर्ष पहले यहाँ ऊपर लिखें गये हैं।	the day and year first hereinabove written. (If the Contractor is a Company)
भारतीय रिजर्व बैंक द्वारा हस्ताक्षरित और वितरित	SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
श्री _____ के द्वारा	Shri _____
(नाम और पदनाम)	(Name and Designation)
इनकी उपस्थिति में -	 In the presence of
साक्षी -	Witnesses –
1. _____	1. _____
पता:	Address:
2. _____	2. _____
पता:	Address:
यदि भाग साझेदारी फर्म या व्यक्तिगत स्वामी है, तो सभी के द्वारा या सभी भागीदारों की तरफ से हस्ताक्षरित होना चाहिए	If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.
..... के द्वारा हस्ताक्षरित और वितरित किया गया था। साक्षी 1)..... ... पता 2).....पता	SIGNED AND DELIVERED BY Witnesses – 1)..... Address 2) Address

दिनांक को आयोजित बैठक में निदेशक मण्डल द्वारा पारित संकल्प के अनुसरण में आम मुहर यहाँ के लिए लगाई जाती है। की उपस्थिति में (1) (2)	यदि ठेकेदार ने आम मुहर के तहत हस्ताक्षर किये हैं, तो उस हस्ताक्षर का संस्था के अंतर्नियम में मुहर क्लॉज के साथ मिलान करना चाहिए। यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति	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.	If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations. The Contractor is signing by the hand of power of attorney whether a company or individual.
निदेशक जिन्होंने वहाँ मौजूद की उपस्थिति में इन प्रस्तुतों पर हस्ताक्षर किये हैं - (1) (2)	Directors who have signed these presents in taken thereof in the presence of (1) (2)		
2. _____	2. _____		
यदि ठेकेदार की तरफ से मुख्तारनामा प्राप्त व्यक्ति ने हस्ताक्षर किये हैं, चाहे वह कंपनी हो या कोई व्यक्ति	If the Contractor is signed by the hand of Power of Attorney, whether of a company or an individual		
इनके द्वारा हस्ताक्षरित और वितरित-- इन के हाथ से ठेकेदार द्वारा श्री _____ और विधिवत गठित वकील	SIGNED AND DELIVERED BY - The Contractor by the hand of Shri _____ and duly constituted attorney.		

GENERAL INSTRUCTIONS TO CONTRACTORS
AND SPECIAL CONDITIONS

1. Online e-tenders are invited for “**Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.**”. The tenders shall be submitted in online manner at MSTCE commerce web site.
2. Tenders shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only.
3. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the tender Part-I, which period may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period.
4. 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 without assigning any reasons for doing so.
5. 5% of the total value of work done will be recovered and withheld from their bills by the Bank as Retention Money (RM). The R.M.D. amount shall be released after successful completion of 12 months of Defect Liability Period from the date of completion of the work, provided all the defects pointed out are rectified. Retention Money will be forfeited if he/she/they fails to comply with any of the conditions of contract. No interest will be paid on Security Deposit and Retention Money withheld by the Bank.
6. All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and security deposit if the amount so permits and the contractor shall unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.
7. The Contractor shall not assign the Contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank's Engineer shall serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.
8. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's Engineer if in the opinion of Bank's Engineer and the structural Consultant change have to be made in the design and they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's Engineer's/Bank's decision in such cases shall be final and shall not be open to arbitration.

9. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank's Engineer. 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.

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

11. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as during and after completion, water, electric consumption, meters, double scaffolding, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets, cellars, vaults, ovens, pavements, walls, houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding, staging etc., as occasion shall require or when ordered to do so, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of Bank's Engineer s. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates GST. No separate claim in respect of GST shall be entertained by the Bank except if changed by the Central Govt., State Govt. or local authorities during the contract period.

12. (a) 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. No claim shall be entertained on this account. However, during actual execution of work if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Bank's Engineer of the project in excess of 25% of the tender quantity shall be considered as an extra item of work for which the contractor shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. The rate for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in

prices of materials and labour rates as per escalation formula, if any, given in the tender.

b) In case of difference in the basic rate of the material, the difference in actual purchase price including GST and excluding cartage, loading, unloading and the basic price including GST (as given in tender) with 15% contractor's profit & overheads shall be adjusted. Copy of the invoices of materials so purchased shall be submitted to the Bank duly verified by the Bank's engineer with the original.

13. Time allowed for carrying out the work is 60 days from the 10th day of issue of work order. If the contractor fails to complete the work within the specified period they/he shall be liable to pay LD at the rate of 0.25 % per week i.e **Rs 256/- per day** of estimated cost put to tender subject to a maximum of 10% of the contract amount for the entire work. **The tenderer shall before be commencing work prepare a detailed work programme, which shall be approved by the Bank's Engineer.**

14. The successful tenderers should co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer.

15. The contractor shall bear in mind that all the work shall be carried out strictly in accordance with the specifications made by Bank's Engineer and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.

16. The successful tender should make his own arrangement to obtain all materials required for the work.

17. The tenderers shall submit along with his tender a list mentioning the names of manufactures of specialized items (from the approved materials as per Annex), like plain & perforated board, paint, false ceiling sections, wooden slats etc. all materials including Aluminum sections, M.S structural members, wall/floor tiles/plumbing fixtures and fittings etc. which he proposes to use in the work if his tender is accepted. However, final approval of the materials to be used in the work shall be given by the Bank.

18. The contractor is allowed to use the water available in the flat where the work is to be done and no recovery shall be made from the bills towards the water consumption charges for the work. However contractor shall compensate this free service in the quoted rates.

19. The Contractor shall strictly comply with the provision of safety code annexed hereto.

20. The Security deposit (RMD) of the successful tenderer will be forfeited if he/they fails to comply with any of the conditions of contract.

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

Date: -

Signature and seal of the Tenderer

Place: -

Name and address:

Phone/Mobile no.

e-mail

THE CONDITIONS HERE IN BEFORE REFERRED TO

Interpretation of Clause	1. In the contract (as hereinafter defined) constructing these Conditions, the specifications, Schedule of Quantities and Contract Agreement, the following words an expressions shall have the meaning therein assigned to them except where the subject or context otherwise requires:
(a) "Bank"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b) "Contractor" in the case of a partnership firm	"Contractor" shall mean and partners in the name and style ofand having a place of business atand shall include the partners for the time being of the said firm the legal representatives of a deceased partner.
In the case of Individual	"Contractor" shall mean Shri trading in the name and style ofand shall include its heirs, successors and legal representatives.
In the case of company	"Contractor" shall mean a company incorporated under 19..... / 20..... and having its registered office at

	 and shall include his successors and assigns.
(c) "Engineer "	Shall means the person appointed by the Bank to act as Engineer for the purpose of the contract and named as such in the conditions.
(d) "Site"	Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.
(e) "This Contract"	Shall mean the Articles of Agreement, the Special conditions, the Conditions(part I and II) ,the Tender, the letter of acceptance, the Appendix, the Schedule of quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly signed.
(f) specification "	Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
(g) "Bill/ Schedule of Quantities "	Means the priced and completed bill of quantities forming the part of Tender
(h)"Tender"	Means The Contractor's priced offer to the Bank for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
(i) "Letter of acceptance"	Means the formal acceptance by the Bank of the tender
(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.
(f) "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

- (g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in 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 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.
- (h) "The Works" Shall "**Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.**" as provided herein.

Note:

Words imparting persons include firms and corporation. Words imparting the singular also include the plural and vice versa where the context requires.

- Scope of Contract
2. The contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawing and/or written instructions, details directions and explanations which are hereafter collectively referred to as "Bank's Instructions" in regard to:-
- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
 - (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/ or Drawings and/or Specification.
 - (c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
 - (d) The removal and/or re-execution of any works executed by the Contractor.
 - (e) The dismissal from the works of any persons employed thereupon.
 - (f) The opening up for inspection of any work covered up.
 - (g) The amending and making good of any defects under clause 19 thereof.

	The Contractor shall forthwith comply with and duly execute any work comprised such Bank's Engineer's instructions provided always that verbal instructions directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer 's shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by Bank's Engineer 's such shall be deemed to be Bank's Engineer 's instructions within the scope of the Contract.
Variations to be approved by the Bank	The Contractor shall submit a statement to variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are sanctioned by it.
Drawings, Schedule of Quantities and Agreement	3. The Contract shall be executed in duplicate and the Bank's Engineer, the Bank and the Contractor shall be entitled to one executed copy of each for his use. The Contractor on the signing hereof shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings and of the specification and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and the Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications.
Contractor to provide everything necessary at his cost	4. The contractor shall provide at his cost everything necessary for the proper execution of the work according to the intent and meaning of the drawing. Schedule of quantities and specification taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and it the contractor finds any discrepancy in the drawings or between the drawings schedule of quantities and specifications he shall immediately and in writing refer same to the Bank's Engineer who shall decide which is to be followed.
Authorities, notices and patents	5. The contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose, systems the structure is proposed to be connected, and shall, before making any variations form the drawings or Specifications that

may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause 13 thereof.

The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank's Engineer .

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

Setting out of works.

6. The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and got approved prior to proceeding of the work. If the contractor fails in their role, any errors/defects it shall be rectified at his own expense to the satisfaction of the Bank's Engineer.

Materials & workmanship to conform to description

7. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out test of any materials as per relevant IS provisions through the reputed laborites prior to use in the work.

Contractor's superintendence and representative on the works.

8. The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank's Engineer may consider necessary until the expiry of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent, qualified and experienced Engineer who shall be constantly in attendance at the works while the men are at work. Any directions explanation, instructions or notices given by the

	Bank's Engineer to such representative shall be held to be given to the Contractor.
Dismissal of workmen.	9. The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Consultant.
Access to works	10. The Bank, the Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank, the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Bank or the Bank's Engineer except the representatives of public authorities shall be allowed on the works at any time.
Assistant Manager/ Manager/ Manager	11. The term Assistant Manager (Tech.)/ Manger (Tech.) shall mean the person appointed and paid by the Bank and acting under the orders of the Bank's Engineer to inspect the works in the absence of the Bank's Engineer; the contractor shall afford the Assistant manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Assistant Manager (Tech) nor any representative of the Bank's Engineer shall have power to set out works or to revoke, alter, enlarge or relax and requirements of the Contract, or to sanction any day work, additions, alterations, deviations or omissions, or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Bank. The Assistant Manager (Tech)/ Manger (Tech.) or any representative of the Bank's Engineer, or the Bank shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended of the use of such materials shall be discontinued until the decision of the Bank's Engineer is obtained. The work will from time to time be examined by the Bank's Engineer, the Assistant Manager (Tech)/ Manger (Tech.) or the Bank's Engineer's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works after the same is completed.

Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

Assignment and Subletting	12. The whole of the works included in the Contract shall be executed by the contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part / share thereof or any interest therein without the prior written consent of the Banks and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
Alterations, additions, omission etc.	13. No alteration, omission or variation shall vitiate this Contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under its hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer with the prior approval in writing of the Bank in accordance with the provisions of Clause 17 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be.
Schedule of Quantities.	14. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.
Sufficiency of Schedule of quantities	15. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/ or the Schedule of Rates and Prices which

rates and prices shall cover all his matters and things necessary for the proper completion of the works.

Measurement of works

16.The following procedure shall be adopted for taking & recording the Measurements of works:

- i. The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the department. All entries shall be made exactly as per the extant procedure for recording conventional MBs.
- ii. These measurements shall be then 100% checked by the junior Engineer/ AM (Tech) .If Junior Engineer/ AM(Tech) is not available , the AM (Tech) / Mgr.(Tech) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements and submit to the department, the corrected computerized measurement in the form of a book, duly hard bound with its page machine numbered. All the pages of this computerized MB shall have full signature with date of the authorized official of the contractor and the official of the bank with name and designation.
- iii. The test checking of these computerized measurements shall be carried out by the concerned officials as per extant instructions. This book shall be treated as computerized Measurement Book.
- iv. The computerized MB given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over- writing. In case of any error, the computerized MB shall be cancelled and the contractor shall re-submit a fresh computerized MB, duly incorporating all corrections. This should be done before the corresponding bill is submitted to the department for payment.
- v. The concerned official shall record the necessary certificates for their checks and test checks as per the extant procedure in the computerized MB. It shall be the responsibility of the concerned officials to ensure that all the corrections have been incorporated in the computerized MB before they record their certificates.
- vi. The computerized MB shall be allotted a serial number as per the register of computerized MB to be given by the Bank to the contractor.

- vii. All the pages of the Finalized computerized MB shall have full signature with date of the authorized official of the contractor and the official of the bank with name and designation.

All measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications. Should the Contractor not attend or neglect or omit to take the measurements then the measurements taken by the Bank's Engineer or a persons approved by him shall be taken to be correct measurements of the works.

All authorized extra works, omissions and all variations made without the Bank's Engineer's knowledge, of subsequently sanctioned by him in writing (with the prior approval in writing of the Bank) shall be included in such measurements.

Prices for extras
etc.
ascertainment of

17. The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Bank add to, omit from or vary the works shown upon the drawings, or described in the specifications, 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 Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause 5 hereof or by the authority of the Bank's Engineer with the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

(ii) Rates for all items, wherever possible, should be

Derived out of the rates given in the Priced Schedule of Quantities.

b. The net prices of the original tender shall determine the value of the items omitted if omissions vary the conditions under which any remaining items of works are carried out, the

prices for the same shall be valued under sub-clause (c) hereof.

- c. Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate of price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances it shall think reasonable and proper with the prior approval in writing of the Bank.
- d. Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the districts provided that in either case, vouchers specifying the daily time (and if required by the Bank's Engineer, the workman's names) and materials employed be delivered for verification to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.
- e. The measurement and valuation in respect of the contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated the within three months of the completion of the Contract works as defined in clause 21 hereof.
- f. It is further, clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates, supported by rate analysis worked on the "actual cost basis", plus 15% towards establishment

charges, contractor's overhead and profit. Such items will not be eligible for escalation.

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

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

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

Removal of improper works

19. The Bank shall, during the progress of the works, have power to order in writing from time to time the removal of the works within such reasonable time or times as may be specified in the order, or any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer , the

Defects after
virtual
completion.

substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the Bank shall have the power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Bank from any money due, or that may become due, to the Contractor.

20. Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, **then within twelve months** after the virtual completion of the works, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Bank's Engineer's Certificate in writing from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 31 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith.

Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank's Engineer as provided in Clauses 12 and 22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions

Certificate of virtual completion & defects liability period. Nominated Sub-Contractor.	of this Clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer. 21. The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate. 22. All Specialists, Merchants, Tradesmen and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specification who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors. No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objections or (Save where the "Bank's Engineer and Contractor shall otherwise agree) who will not enter into a Contract providing. a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in the respect of this Contract. b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the contractor or under any Workman's Compensation Act in force. c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Bank's Engineer's Certificate provided that before any Certificate is issued, the Contractor shall upon request furnish, to the Bank's Engineer proof that all nominated Sub-Contractor's accounts, included in previous Certificates have been duly discharged, in default whereof the Bank may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of contract as between Bank and Sub-Contractor.
Other persons employed by Bank	23. The Bank reserves the right with the concurrence of the Bank's Engineer to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and

Insurance in respect to damages to persons and property

the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

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

The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Bank, an **All Risk Policy** for Insurance for the full amount of the contract including earthquake risk in the joint names of the Bank and the contractor (the name of the former being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the Bank before commencing the works. The contractor shall reinstate all damage of every sort mentioned in this Clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person in respect of anything which any arise in respect of the works or in consequence thereof and shall at his own

expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Bank a policy of Insurance in the joint names of the Bank and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs.2 lakh per person for any one accident or occurrence and Rs.5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of Rs.10 lakh. The contractor shall also indemnify the Bank against all claim which may be made upon the Bank, whether under the **Workmen's Compensation Act** or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of Sub-Contractor and shall at his **own expense** effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the Bank, a policy of insurance against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

In default of the contractor insuring as providing above, the Bank may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor. The contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused. The contractor shall also indemnify and keep Indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

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

The Contractor shall upon settlement by the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the contractor shall not be entitled to any further payment in

respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

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

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Bank such policies. The contractor shall not permit a **nominated sub-contractor to commence work at the site unless the said insurance policies are submitted.** In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor. **If the contractor fails to extend the insurance policies at any point of time, Bank will take the insurance & triple of the insurance premium will be recovered from the contractor.**

Date of
commencement
and completion.

25. The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Bank's Engineer may desire to delay on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Liquidated
Damage for non-
completion

26. If the Contractor fails to complete the works within the stipulated time as in the Appendix or within any extended time under Clause 27 hereof and the Bank's Engineer certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Bank the sum named in the Appendix as "Liquidated Damages" for the period during which the said work shall so remain incomplete and the Bank may deduct such damages from any moneys due to Contractor.

Delay and
extension of time

27. If in the opinion of the Bank's Engineer the works be delayed (a) by force Majuro or (b) by reason of any exceptionally inclement weather or (c) by reason of proceeding taken or threatened by or dispute with adjoining or

neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works of delays of other Contractors or Tradesmen engaged or nominated by the Bank or the Bank's Engineer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's Engineer's instructions as per Clause 2 of hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of contractor or (i) in the even the value of work exceed the value of the priced scheduled of quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Bank make a fair and reasonable extension of time for completion of the Contractor Works; in case of such strike or lockout the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

Failure by
contractor to
comply with
Bank's Engineer
's instructions

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

Termination of
contract by the
Bank

29. 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 to 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 fulfill 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 Bank first had and obtained.

Or shall charge or encumber this Contract or any payments due of which may become due to the Contractor hereunder.

Or if the Bank's Engineer shall certify in writing to the Bank that the Contractor,

- i. Has abandoned the Contract, or
- ii. Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer notice to proceed or
- iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- iv. Has failed to remove materials from the site or to pull down and replace work for seven days after receiving the Bank's Engineer written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions, or
- v. Has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, 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 Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do

any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing of using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

Termination of
Contracts by
Contractor

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

Certificates and
payments

31.(a) The Contractor shall be paid by the Bank from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the Appendix as 'Value of work for Interim Certificates' (or less at the reasonable

discretion of the Bank's Engineer) has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention Percentage for Interim Certificates" until the total amount retained shall reach the sum named in Appendix as "Total "Retention Money" after which time installments shall be up to the full value of the work subsequently so executed and fixed in the building. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Bank in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix as "Installment after Virtual Completion" being a part of the said Total Retention money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as " the Defect Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under Clause 2 and 20 not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

(b) The Contractor has to submit along with his all running account bills and final bill, a statement showing the details as well as the quantities of cement, steel and other building materials procured by him up to the date of the bill for

verification of the same before settlement of such bills by the Bank.

(c) The Bank's Engineer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

(d) The Bank's Engineer may make any correction in any previous Certificate which shall have been issued by him.

(f) No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

(g) Payment upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificates" after such Certificates have been delivered to the Bank.

Delayed
Payment

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

Matters to be
finally
determined by
Bank

33. The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clause 2 (a), 2(b), 4,7,12,19,27 (a,c,d,e,f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

Settlement of
disputes through
arbitration

34. All disputes and difference 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 within 12 months from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision

of the Bank with respect to any of the expected matter shall be final and without appeal as stated in clause 33 hereof. But if the contractor be dissatisfied on any matter the contractor may within 28 days after receiving notice of such decision upon. Such written notice shall specify the matters, which are in dispute of difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire. The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding Clause, and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or Arbitrators, as the case may be, shall make his 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, compromise their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement of compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between party and party, and shall direct by whom and whom and in what matter 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 be relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.
Right of Technical Scrutiny of Final Bill.	35. The Bank shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the Bank and the final bill of the Contractor including all supporting vouchers, abstracts, etc. If as a result of this examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recovery the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the RESERVE BANK OF INDIA.
Bank entitled to recover compensation paid to workmen.	36. If, for any reason, the Bank is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it form the security deposit or from any sum due by the Bank to the Contractor under this contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Bank for all cost for which the Bank might become liable in consequence of contesting such claim.
Abandonment of works	37. If at any time after the acceptance of the tender, the Bank shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have to 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.
Right of Bank To terminate the contract in the event of death of contractor if individual	38. Without prejudice to any of the right or remedies under this Contract, if the Contractor being an individual dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.

APPENDIX HEREINBEFORE REFERRED TO

Reference to Clauses in Conditions Herein Before Referred to and reference to General Instruction to Contractor and Special conditions

Defects Liability Period	Twelve months
Validity of quoted rates	6 months from the date of opening of Part I of tenders
Period of Final Measurement	One month from the date of Virtual Completion.
Date of Commencement	Within 10 days from the date of issue of work order'
Date of Completion	Time allowed for carrying out the work is 60 days from the 10 th day of issue of work order.
Rate of Liquidated damages At the rate of	LD at the rate on Rs 256/- per day the work subject to a maximum of 10% of the contract amount for the entire work. The tenderer shall before be commencing work prepare a detailed work Programme, which shall be approved by the Bank's Engineer.
Value of works for interim Certificates	Rs. 3.00 lakh.
Retention percentage	5% from each bill
Period of honoring Certificate for payment	One month for running A/c. bills and three months for the final bill.

Date: -
Tenderer

Signature and seal of the

Place: -

Name and address:

Phone/Mobile no.

e-mail

SAFETY CODE

1. There shall be maintained in a readily place First aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a nearby public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
9. 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 hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
14. Additional safety net is to be providing to cover the external work and to avoid any injury to the occupants of the colony.
15. All safety measures shall be taken at site during heavy M.S structure work to avoid any injury of any workers and damage of nearby buildings etc.

Place:

Date:

Signature of Tenderer with seal

Name & Address :

Phone no./Mobile no.

E-mail id

SPECIAL INSTRUCTIONS

1. Time Allowed for carrying out the work: 60 days from the 10th day of issue of work order. If the contractor fails to complete the work within the specified period they/he shall be liable to pay LD at the rate of Rs 256/- per day subject to a maximum of 10% of the contract amount for the entire work. The tenderer shall before commencing work prepare a detailed work program, which shall be approved by the Bank's Engineer Laborers will not be allowed to stay at site.
2. Contractor will have to make his own arrangement to hoist all the material, tools and plants etc. at the place of work as well as lowering down the same along with debris and salvaged material without causing any dust, nuisance, spillage and safety hazards. For this purpose, the contractor will have to get his scheme approved well in advance from the Bank, and shall have to incorporate any changes suggested. No debris more than a truckload shall be allowed to be accumulated at site.
3. The Contractor at his own cost will have to put up proper and sufficient hoarding screen and fence during the time as may be necessary for safety and convenience of the staff, occupants and visiting public and maintain the same in good condition during work and where necessary cause such hoarding of fence to be well lighted during the night to prevent accidents. Contractor will have to make good without any extra payment, any damage done during the work. The tenderers are requested in their own interest to inspect the site to assess the nature and quantum of work.
4. Contractor shall not be allowed to store any of the debris material inside the building. Necessary arrangements shall be made in advance with the prior approval of Engineer-in-charge to transport all debris to ground by means of suitable chutes and stack the same wherever directed prior to carting away from the Banks premises.
5. Work platforms erected shall be such as to facilitate safe working of workers and supervisors as also to support man, materials and debris on at least three to four levels simultaneously.
6. Contractor shall, before start of the work shall submit his/their time schedule for various activities carried under the contract
7. The contractor shall endeavor to keep dust and dirt noise/nuisance inside the building to minimum. Contractor shall also provide at his cost to clean area on day to day basis to keep dust free environment.
8. The work of repairs is required to be carried out with ongoing occupancy. Contractor shall be required to give his best possible co-operation to offer minimum of inconvenience to the occupants to the extent possible.
9. The contractor shall make his own arrangement for tapping the available water/electricity and the usage of the same shall be optimum usage.

Date:-
Place:-

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

MATERIALS, SPECIFICATIONS AND MODE OF MEASUREMENTS MATERIALS

01. QUALITY

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

02. INSPECTION AND TESTING

All materials before being incorporated in to the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests relevant Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his representative. Manufacturer test certificate for the material concern shall accompany the lot of material supplied at site which may be sent for testing if required by the Bank's engineer.

03. SAMPLES

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

04. INDEPENDENT TESTS.

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

05. MODE OF MEASUREMENT

Unless otherwise specified, mode of measurement shall be as per latest version of IS: 1200

LIST OF APPROVED MATERIALS

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

4.

Coconut net umbrella	Salamah or approved equivalent make
----------------------	-------------------------------------

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

Place:

Date:

Phone/Mobile No. :

Signature and seal of the Tenderer

Name & address

E-mail id:

ANNEXURE – I

Draft of Bank Guarantee for Earnest Money Deposit (Not Applicable)

The Regional Director,
Reserve Bank of India,
Estate Cell, Byculla,
Mumbai.

Place:

Date:

Dear Sir,

Supply and installation of Coconut Net Umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.”

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the ‘Employer’) has invited tenders for the **“Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.”**, (hereinafter called “the said tender”) on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit.
2. M/s _____, (hereinafter called as Tenderer), who are our constituents to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

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

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

We hereby further agree that –

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

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

Yours faithfully,

For and on behalf of

Bank.

Authorized official (with seal)

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

Place: _____

Date: _____

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY
DEPOSIT (NOT APPLICABLE)**

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

Dear Sir,

Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.”

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT/Retention Money

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

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

We, _____ (Name of the Bank), (hereinafter called “the Bank”), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance 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 obligation under the said condition of the contract or have committed a breach thereof, which conclusion shall be binding on us all as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as 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 the demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded 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 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 understanding between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that-

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees. _____ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto _____ (60 days beyond the Defect liability 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)(Year) being herewith duly authorised.

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

Signature of authorised Bank official

Name:

Designation:

Stamp/Seal of the Bank

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

Witness 1

Signature.....

Name.....

Address.....

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



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

Supply and installation of coconut net umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.

PREAMBLE TO SCHEDULE OF QUANTITY

1. The work is to be carried out in occupied premises and hence shall be executed with least disturbance to the occupants. All necessary measures shall be taken for keeping the surrounding area in hygienic condition.
2. Contractors, before filling the tender, shall inspect the site to understand the nature, scope of the work and working space available with any constraints to have the acquaintance of the site.
3. All safety measures while working at site shall be followed and all workmen shall be provided like safety belts, hand gloves, helmets, etc.
4. Materials should be properly and carefully stacked and secured to avoid any accident/incident at site.
5. No debris shall be kept on the adjoining municipal foot path or within the premises of the colony and same shall be removed periodically to avoid stacking. Debris formed in the work shall be brought down, stacked in suitably only at location specified by Bank's Engineer.
6. All the materials to be used in the work shall be got approved in advance from Bank's engineer. The copies of delivery chalangans of the materials delivered on site shall be regularly submitted to the Bank's Engineer.
7. Final selection of the brand of materials will be done exclusively by the Bank. The contractors need to quote their rates considering the above approved.
8. Full time experienced site supervisor shall be deputed at site for supervising the work. He will be responsible for maintaining daily progress report, consumption of material register, labour report, safety etc. as directed by the Bank's Engineer.
9. During execution of the work, if any damages, so occurred to the Bank's property same shall be got done good without any extra charges to the Bank.

Failing to comply with this condition, same will be got done by Bank at the risk and cost of the contractors.

10. After completion of the work, the entire area shall be cleaned/ cleared properly to the satisfaction of Bank's engineer and no debris, etc. shall be left behind. If, not done so, then Bank will get it done at the firm's risk and cost.
11. The quoted rates shall be exclusive of GST. The applicable GST percentage, as per the Govt. of India (GOI) extant rules/regulations, shall be added at the end of the tender amount.
12. All materials for the work shall be fire rated as per CFO / PWD / government / local bodies / salutatory authorities, or of any other authority's norms as applicable.
13. All wooden members, Veneer, plywood, E- board, gypsum board etc should be fire, termite and borer proof.
14. All M. S. Frame works, brackets etc for the works shall be rust free, and treated with anti-corrosive treatment.
15. The work is to be carried out at approx. 7.0m height. The quoted rates shall be inclusive of strong scaffolding as per site conditions.

Place:

Signature and seal of the Tenderer

Date:

Name & address

Phone/Mobile No. :

E-mail id:



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

Supply and installation of Coconut Net Umbrella for all coconut trees at RBI colony, Santacruz (West), Mumbai.

CARE: - NOT TO QUOTE RATE/AMOUNT IN THIS PART-I OF THIS TENDER

SCHEDULE OF QUANTITIES

Sr. No	Description	Qty.	Unit
1	Providing and fixing of coconut net umbrella of average diameter 11 ft., made with metal of 14mm gauge, braided 40mm mesh of approved make; fixed approximately 3-5 ft below the coconuts all complete as directed by Bank's Engineer. Rate shall be inclusive of transportation and fixing the net at required height using scaffolding or boom lift. Average Weight of each coconut net umbrella should be around 30 kg. The rate shall be inclusive of dismantling and carting out any existing contraption fixed on the trees.	37	Nos
	Total Amount		
	GST 18%		
	Gross total amount		

Place:

Signature and seal of the Tenderer

Date:

Name & address

Phone/Mobile No. :

E-mail id: