



RESERVE BANK OF INDIA, NAGPUR
Tender Notice

1. Sealed tenders in two parts are invited for **Supply & Installation of Mobile Storage Units in Bank's Office Buildings at Nagpur**. The work is estimated to cost **Rs.18.24** lakh and is to be completed within **3** calendar months.

2. Only those contractors / firms who have minimum five years of experience in the field of undertaking **Supply & Installation of Mobile Storage Units**, have executed three more similar works individually costing not less than **Rs.7.30 lakh** during last **five years** or two similar works costing not less than **Rs.9.12 lakhs** during last **five years** or one similar work costing not less than **Rs.14.59 lakhs** during last **five years** and have a minimum yearly turnover of **Rs.18.24** lakh during the last **three** years will be considered for the work.

3. The tender forms will be available for sale during office hours on all working days up to **February 6, 2012** at The Estate Department, Reserve Bank of India, Main Office Building, Dr. Raghavendra Rao Road, Civil Lines, Nagpur- 440 001, to the eligible contractors on non-refundable payment of **Rs.500/-** cash or by demand draft drawn in favour of Reserve Bank of India, Nagpur, payable at Nagpur. The tender documents may also be downloaded from the Bank's website www.rbi.org.in, in which case, the cost of the tender will have to be deposited at the time of submission of the tender.

4. The contractors will be required to submit the following documents in support of their eligibility to tender:-

Sl. No.	Particulars / Eligibility Criteria	Information / Documents to be Submitted
1.	Minimum 5 years experience in Supply & Installation of Mobile Storage Units	(a) Copy of detailed work order indicating date of award of work, value of work, time given for completion of the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of the work executed.
		(b) Details regarding similar work/s carried out at any centre of RBI, if any.
		(c) List of Clients with full details like names of persons to be contacted, telephone numbers, email IDs, Fax numbers etc.
2.	Minimum Annual Turnover of Rs.15.50 lakh for last 3 years	Copies of audited financial accounts of the business duly certified by a Chartered Accountant along with Income Tax Clearance Certificates/ Income Tax Assessment Orders

Sl. No.	Particulars / Eligibility Criteria	Information / Documents to be Submitted
		Annual Turnover for:-
	(a) 2010-11Rs.	
	(b) 2009-10Rs.	
	(c) 2008-09Rs.	
3.	Minimum 2 number of works individually costing not less than Rs.9.15 lakh executed during the last 5 years	(a) Copies of detailed work orders indicating date of award, value of awarded work, time given for completion of the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of work executed. Completion certificates should be in the format specified in the tender in a separate sealed cover as mentioned in the tender.
		(b) Full details of clients like names of persons to be contacted, telephone numbers, email IDs, Fax numbers etc. of their executives to be contacted for information.
4.	Service set-up at Nagpur	(a) Manufacturer's Certificate or any other document in support of having a full fledged service setup at Nagpur
	(b) Address & Tel. No. of the Service Centre:-	
5.	ISO Certification of the manufacturer	(a) Copy of ISO certification of the manufacturer of the compactors
6.	Composition of the firm	(a) Proprietary Concern, Partnership, Company (Public or Private)
		(b) Names and addresses of the partners / company, Copy of Articles of Association, Power of Attorney, Deed of Partnership, Registration Certificate etc.
7.	Full particulars of the bank accounts	Banker's Certificate in the format specified in the tender in a separate sealed cover as mentioned in the tender along with the Names, telephone numbers, Fax numbers, email IDs etc of their executives to be contacted for information.
	(a) Bank Account no.	

Sl. No.	Particulars / Eligibility Criteria	Information / Documents to be Submitted
	(b) Account type	
	(c) Account opened on	
8.	Technical set-up of the firm	(a) No. of persons qualified for project management techniques like PERT, CPM and rescheduling the activities etc. for timely completion of the project.
		(b) No. of qualified graduate engineers having experience of not less than 5 years to supervise the manufacturing of the furniture at works.
		(c) No. of managerial staff and each having experience of not less than 10 years of resource planning, material management etc. at works.
		(d) No. of qualified engineering graduates/ diploma holders each having experience of not less than 5 years, expected to supervise the work at site for timely completion of work.
		(e) No. of skilled workmen and semi-skilled helpers expected to assemble the furniture at site for timely completion of work.
		(f) No. of un-skilled labourers expected to handle the materials at site for timely completion of work.
9.	Earnest Money Deposit of Rs.36,480/-	An irrevocable bank guarantee of Rs.36,480/- issued by a scheduled bank in the Bank's standard proforma which is available in the tender-form or Demand Draft of Rs.36,480/- drawn in favour of Reserve Bank of India, Nagpur and payable at Nagpur

5. The tenderers may submit the documents either at the time of applying for the tender or at the time of submission of the tender in a separate sealed cover. The tenderers should submit the earnest money deposit of **Rs.36,480/-** in the form of an irrevocable **bank guarantee** issued by a scheduled bank in the Bank's standard proforma which is available in the tender form or a **Demand Draft** drawn in favour of Reserve Bank of India, Nagpur, in a separate envelope along with the tender part I. The tenderers who choose to download the tender from the website, should submit a demand draft of **Rs.5,00/-** drawn in favour of Reserve Bank of India, Nagpur, payable at Nagpur towards the cost of the tender. The tenders submitted without the documents, EMD and the cost of the tender or copy of receipt of payment if paid already, will be returned to the tenderer immediately. The documents submitted in support of eligibility to tender will be scrutinized by the Bank and the contractors not possessing the required eligibility will be disqualified from the tendering process. No further communication will be entertained in this regard.

6. The techno-commercial bid i.e. Tender part I and the price bid i.e. Tender part II shall be submitted in separate sealed covers. Part-I tender will also contain tenderers' covering letter, documents in support of eligibility to tender, if not submitted already,

tenderers' additional conditions, deviations, clarifications, if any, submitted in duplicate and the EMD of **Rs.36,480/-** in the prescribed form, cost of the tender in prescribed form or receipt of payment of the cost of the tender, if paid already. The techno-commercial bid will be submitted in duplicate in one cover, superscribing "**Part – I Tender for Supply & Installation of Mobile Storage Units in Bank's Office Buildings at Nagpur**". Part II tender will contain no conditions but Bank's schedule of quantities, if any, and tenderers' priced bid only and be sealed (in duplicate) in a separate cover, superscribing "**Part – II Tender for Supply & Installation of Mobile Storage Units in Bank's Office Buildings at Nagpur**". Both the sealed covers will further be sealed in another envelope addressed by name to **Smt Phulan Kumar, Regional Director Reserve Bank of India, Dr. Raghavendra Rao Road, Civil Lines, Nagpur- 440 001**. The tenders will be received by the Bank up to **2:00 p.m. on 14.02.2012** in the manner described in the tender-form.

7. Part I of the tenders will be opened at **4:00 p.m. on 14.02.2012** in the presence of the authorized representative of the tenderers who choose to be present. Part II of the tender will be opened on a subsequent date, which will be intimated to the tenderers in advance.

8. If any tenderer is found to not possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part - I of the tender and his sealed cover containing Part-II of the tender along with EMD shall be returned back to him / her as it is. The Bank is not bound to assign any reason for doing so.

9. 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.

Regional Director
Reserve Bank of India, Nagpur

RESERVE BANK OF INDIA, NAGPUR

Estate Department

Tender

(PART- I)

TENDER FOR

Supply & Installation of Mobile Storage Units Compactors in Bank's Office

Buildings at Nagpur

**(In CAS on ground floor at Additional Office Building and in NCC on 3rd floor at
Annex Building in Main Office premises)**

Name of Tenderer _____

Address _____

Phone No: _____

Due Date of Submission: **Up to 2.00 p.m. on February 14, 2012**

Valid up to – Three months from the date of opening of tender part –II

Cost of tender form Rs.500/- not refundable. If the tender forms down loaded from web site Demand draft for Rs.500/-to be submitted along with the tenders.

**CARE :- TENDER PART I & PART II TO BE SUBMITTED IN SEPARATE
SEALED ENVELOPES**

Supply & Installation of Mobile Storage Units compactors in Bank's Office

Buildings at Nagpur

(In CAS on ground floor at Additional Office Building and in NCC on 3rd floor at

Annex Building in Main Office premises)

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Form of Tender

Place :

Date :

To

**Smt Phulan Kumar
Regional Director,
Reserve Bank of India,
Nagpur- 440001**

Madam,

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 of Quantities and Conditions of Contract , technical specification 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

Description of work	Supply & Installation of Mobile Storage Compactor Units in Bank's Office Buildings at Nagpur (in CAS at AOB and in NCC at Annex Building)
Estimated cost	₹ 18.24 lakh
Earnest Money	₹ 36,480/-
Percentage, if any, to be deducted from bill	5% from each R.A bill
Time allowed for completion of the works from tenth day after the date of written order to commence work	Four (4) Months

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 have deposited a sum of ₹ 36,480/-(Rupees thirty six thousand four hundred and eighty only) as Earnest Money with the Reserve Bank of India, which amount is not to bear any interest. Should I/we fail to execute the contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by the Reserve Bank of India.

4. I/We have enclosed the documents in support of my / our eligibility to tender as required by the Bank.

Name of the proprietor / 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)

Yours faithfully,

Signature and seal of Contractor

Date:

Place:

Address

Articles of Agreement

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

WHEREAS the Employer is desirous of carrying out **Supply & Installation of Mobile Storage Units compactors in Bank's Office Buildings at Nagpur (In CAS on ground floor at Additional Office Building and in NCC on 3rd floor at Annex Building in Main Office premises)**

and has caused drawings and specifications describing the works to be done to be prepared by Estate Department , RBI Nagpur, its Architects.

AND WHEREAS the said Drawings inclusive of the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS

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

2. The 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.

3. The term "Architect" in the said Conditions shall mean General Manager (Tech) for the purpose of architectural planning and designing etc. of the buildings/structures to be constructed under this contract. In the event of their ceasing to be Architects for the work mentioned in this contract for whatever reason such other person or persons as shall be nominated by the Employer for that purpose will function as "Architects".

3(a) The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract (except for the scope of work as defined under clause 3 above). For this purpose the term "Architect" in the said conditions regarding execution of work, quality of construction, quality of materials, progress and completion of the project etc. shall mean the General Manager (Tech) or any other

person designated for the purpose by the Reserve Bank of India. As far as the operation of the provision under clause 34 of the contract viz. clause relating to settlement of disputes through arbitration, the term "Architect" shall be read as Principal Chief Engineer / Officer-in-Charge of Premises Department, Reserve Bank of India, Central Office, and Mumbai.

4. The said conditions and Appendix thereto 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.

5. The term "Structural Consultant" refers to General Manager (Tech) or in the event of their ceasing to be the Consultants for this project, such other person or persons as may be appointed by the Architect with the approval of the Employer.

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

7. This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but a Contract to carry out the work in respect of the entire work for **Supply & Installation of Mobile Storage Units compactors in Bank's Office Buildings at Nagpur (In CAS on ground floor at Additional Office Building and in NCC on 3rd floor at Annex Building in Main Office premises)** to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.

8. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, lifts, telephone, 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.

9. 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 carried out without prejudice to this contract.

10. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 4 (four) calendar months subject nevertheless to the provisions for extension of time.

11. All payments by the Employer under this Contract will be made only at Nagpur.

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

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

14. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this 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 agreements 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.

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 official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first hereinabove written.

If the contractor is a company.

Signature Clause

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

Shri

(Name and designation)

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

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

Witness

THE COMMON SEAL OF

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

(1)

(2)

Directors who have signed these presents in token thereof in the presence of

(1)

(2)

If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED BY the Contractor by the hand of

Shri _____ and duly constituted attorney.

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

General Instructions to Contractors and Special Conditions

1. The tender shall be submitted in two parts comprising-

Part I in duplicate containing EMD in the prescribed form and DD towards the cost of the tender or receipt of cost of tender, if already paid, commercial terms and conditions, technical aspects of the tender such as equipment data sheet, tests and inspections, makes of materials, technical description, drawings etc. in envelope super scribed Part I supplied along with the tender documents. Part II containing price bid in envelope super scribed Part II supplied along with the tender document. Part II shall not contain any covering letter or terms and conditions, conditional discount or rates/amounts for any additional items of work. It shall contain only Part II (Bill of Materials) as supplied by the Bank with the rate and amount column duly filled in.

The sealed covers addressed by name to **Smt Phulan Kumar, Regional Director, Reserve Bank of India, Dr Raghavendra Rao Road, Civil Lines, Nagpur** and super scribed "**Supply & Installation of Mobile Storage Units compactors in Bank's Office Buildings at Nagpur (In CAS on ground floor at Additional Office Building and in NCC on 3rd floor at Annex Building in Main Office premises).**" should be sent so as to reach us not later than **2.00 p.m. on 14.02.2012.**

The contractors will be required to submit the following documents in support of their eligibility to tender either at the time of applying for the tender or at the time of submission of the tenders in a separate sealed cover superscribed "Eligibility Documents for Tender **Supply & Installation of Mobile Storage Units compactors in Bank's Office Buildings at Nagpur (In CAS on ground floor at Additional Office Building and in NCC on 3rd floor at Annex Building in Main Office premises)**

1. ":-

Sl. No.	Particulars / Eligibility Criteria	Information / Documents to be Submitted
1.	Minimum 5 years experience in Supply & Installation of Mobile Storage Units	(a) Copy of detailed work order indicating date of award of work, value of work, time given for completion of the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of the work executed.
		(b) Details regarding similar work/s carried out at any centre of RBI, if any.
Sl. No.	Particulars / Eligibility Criteria	Information / Documents to be Submitted
		© List of clients with full details like names of persons to be contacted , telephone numbers , email IDs, Fax numbers

		etc.,
2.	Minimum Annual Turnover of ₹ 6.10 lakh for last 3 years	Copies of audited financial accounts of the business duly certified by a Chartered Accountant along with Income Tax Clearance Certificates/ Income Tax Assessment Orders
		Annual Turnover for:-
	(a) 2010-11 ₹	
	(b) 2009-10 ₹	
	(c) 2008-09 ₹	
3.	Minimum 2 number of works individually costing not less than ₹ 9.15 lakh executed during the last 5 years	(a) Copies of detailed work orders indicating date of award, value of awarded work, time given for completion of the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of work executed. Completion certificates should be in the <u>format specified in the tender</u> in a separate sealed cover as mentioned in the tender.
		(b) Full details of clients like names of persons to be contacted, telephone numbers, email IDs, Fax numbers etc. of their executives to be contacted for information.
4.	Service set-up at Nagpur	(a) Manufacturer's Certificate or any other document in support of having a full fledged service setup at Nagpur
	(b) Address & Tel. No. of the Service Centre:-	
5.	ISO Certification of the manufacturer	(a) Copy of ISO certification of the manufacturer of the compactors
6.	Composition of the firm	(a) Proprietary Concern, Partnership, Company (Public or Private)
		(b) Names and addresses of the partners / company, Copy of Articles of Association, Power of Attorney, Deed of Partnership, Registration Certificate etc.
Sl. No.	Particulars / Eligibility Criteria	Information / Documents to be Submitted
7.	Full particulars of the bank accounts	Banker's Certificate in the <u>format specified in the tender</u> in a separate sealed cover as mentioned in the tender along with the Names, telephone numbers, Fax numbers, email IDs etc of their executives to be contacted for information.

	(a) Bank Account no.	
	(b) Account type	
	(c) Account opened on	
8.	Technical set-up of the firm	(a) No. of persons qualified for project management techniques like PERT, CPM and rescheduling the activities etc. for timely completion of the project.
		(b) No. of qualified graduate engineers having experience of not less than 5 years to supervise the manufacturing of the furniture at works.
		(c) No. of managerial staff and each having experience of not less than 10 years of resource planning, material management etc. at works.
		(d) No. of qualified engineering graduates/ diploma holders each having experience of not less than 5 years, expected to supervise the work at site for timely completion of work.
		(e) No. of skilled workmen and semi-skilled helpers expected to assemble the furniture at site for timely completion of work.
		(f) No. of un-skilled labourers expected to handle the materials at site for timely completion of work.
9.	Earnest Money Deposit of ₹ 36,480/-	Demand Draft of ₹ 36,480/- issued by a scheduled Bank drawn in favour of Reserve Bank of India, Nagpur and payable at Nagpur

2. The tenderers who choose to download the tender from the Bank's website must submit ₹ 500/- towards the cost of the tender by way of a **Demand Draft** drawn in favour of Reserve Bank of India, Nagpur, payable at Nagpur along with the tender part I. The other tenderers may submit the copy of the receipt of cost of tender already paid by them. The tenderers who fail to submit the documents, EMD and the cost of the tender on or before the last date of submission of the tenders will be disqualified from the tendering process. The tenderers who are found to not possess the required eligibility after scrutiny of the documents submitted by them, will be disqualified from the tendering process.

3a. No tender will be received after **2.00 p.m. on February 14, 2012** under any circumstances whatsoever. The Bank discourages the stipulation of any additional conditions by the tenderer. However in case the tenderer wishes to include any conditions / clarifications, the same may be indicated in the schedule of technical/ commercial deviations available in the tender. In case there are no deviations, "NIL" may be mentioned in the schedules of deviations. Separate sheets, if required, may be enclosed along with the tender part I. The cover containing the techno-commercial bid along with the forwarding letters / deviation sheets / Bank Guarantee or Demand Draft (EMD / cost of tender)/ clarification /conditions, drawings etc. called as Part I of the tender will be opened on **February 14, 2012 at 4:00 p.m.** in the presence of tenderers

or their authorized at the office of **The Regional Director, Reserve Bank of India, Main Office Building, Dr. Raghavendra Rao Road, Civil Lines, Nagpur.**

3b. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening the Part II of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

3c. The tenderer must use only the forms issued by the Bank to fill in the rates. All pages of the tender forms must be carry the signature and seal of the contractor in token of having read and accepted all the terms of the tender.

4a. The tender form must be filled in Hindi/English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender will be liable to be rejected by the Bank.

4b. Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.

4c. Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not signed will be rejected.

4d. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.

4. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve 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.

4. Earnest Money Deposit

6a. Intending tenderers shall pay as Earnest Money Deposit a sum of **₹ 36,480/-** by a demand draft issued by a Scheduled Bank in favour of **Reserve Bank of India, Nagpur** payable at **Nagpur**. Demand draft may be directly attached to the tender part I. A tender, which is not accompanied by such demand draft as earnest money, will not be considered. The Earnest Money will be refunded to the tenderer if his tender is not accepted but without any interest.

6b. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.

6c. The Earnest Money Deposit of **₹ 36,480/-** paid by the successful tenderer when he submitted his tender shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit.

7. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

8. Retention Money

8a. In addition to the Earnest Money Deposit under Clause 6 and as further security for the due fulfillment of the contract by the Contractor **5%** of the value of the work done will be deducted by the Employer from each payment to be made to the Contractors towards Retention Money until the Retention Money and Earnest Money Deposit together amounts to **₹ 1,27680/- or an amount equivalent to 7% of contract amount whichever is higher**. This total amount will be termed as Security Deposit. On the Architects' issuing a certificate of the completion of the works, the contractor would be paid the Earnest Money deposit and the remaining Security Deposit will be released by the Employer after the Defects Liability Period subject to rectification of the defects pointed out by the Architects or submission of an irrevocable bank guarantee from a scheduled bank for an equivalent amount valid for the entire defects liability period. The amounts retained by the Employer shall not bear any interest.

8b. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

9. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may cause the Principal Chief Engineer of the Bank to serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer.

10. The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Architect and the Structural Consultant. If in the opinion of the Architect or the Structural Consultant changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge. The Architect's decision in such cases shall be final and shall not be open to arbitration.

11. A Schedule of Probable Quantities in respect of each work and Specification accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Architect. 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 items should be totaled in order to show the aggregate value of the entire tender.

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

13. The prices quoted shall be inclusive of all taxes, custom duty, excise duty, local levies like Octroi etc., works contract tax, Value Added Tax (VAT) imposed by Central / State Government / Local bodies. The prices quoted (inclusive of all taxes, duties, levies, packing, forwarding, handling, rent, insurance, octroi and any other charges, if applicable) shall remain firm during the currency of the contract and will not be subject to variation on account of change in tax structure, exchange rate fluctuation or any other reason.

14. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including bailing, 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, planking, timbering, strutting, shoring etc. as occasion shall require or when ordered so to do and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Architects. 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 sales tax, excise duty, octroi, sales tax on works contract and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No claim in respect of sale tax, excise duty, octroi and other tax, duty or levy whether existing or future shall be entertained by the Employer.

15. The Contractor should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work, but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. 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 Architects of the project and with the concurrence of the employer, in excess of 25% of the tender quantity shall be considered as an extra item of work for which the Contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and 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 of 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 the employer, the contractor shall not be entitled to any claim on this account.

16. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work, is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in clause 28 of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Architect and employer.

17. Tenders will be considered only from recognized bonafide Contractors in trade concerned. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost the proportion of work done by the Contractor in it and the time within which the works were completed.

18. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not appear liability for any sum besides the tender amount, subject to such variations as are provided for herein.

19. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Employer.

20. The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Architects.

21. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements of the Structural Consultant and no deviation on any account will be permitted.

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

23. The tenderer shall have to use materials of the makes/manufacturers specified in the list of material of approved brand and/or manufacture contained in this tender form.

24. The rate quoted by the Contractor shall include expenditure for providing all the water required for the work and the Contractor shall make his own arrangements for the supply of good quality water, including obtaining Municipal connection for his labour as well as for construction purpose and all charges for water shall be borne by him. If Municipal water is not available and should it become necessary for Contractor to bore well for obtaining water for construction purposed or to bring water from outside by tankers, the Employer shall not be liable to pay any charges in connection therewith.

25. The rate quoted in the tender shall also include electric consumption charges for power. If no power is available at the site, the Contractor shall have to make his own arrangements to obtain power connections and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed. The Employer, as well as the Architect, shall give all possible assistance to the Contractor to obtain the requisite permission from the various Authorities, but the responsibility for obtaining the same shall be that of the Contractor.

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

27. IS Code numbers wherever mentioned in the tender shall be the latest version of IS codes as on the date of opening of tenders.

28. The successful tenderer shall be required to submit the PERT/CPM chart for the various activities involved in this work including dependencies etc. and regularly monitor the progress of construction accordingly.

29. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

30. The Contractor shall be deemed to have carefully examined the work and sited conditions including labour, the general and special conditions, the specifications, schedules and drainage and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy. If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

31. Errors, Omission and Descriptions

31a. In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specification etc. the following order of preferences shall apply.

(i) Between actual scaled and written dimension (or description) on a drawing the later shall be adopted.

(ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the later shall be taken as correct.

(iii) Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the later shall be adopted.

31b. In case of difference between the rates written in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.

31c. Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.

31d. In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the **Smt. Phulan Kumar, Regional Director, Reserve Bank of India, Dr Raghavendra Rao Road, Civil Lines, Nagpur-440 001**, whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

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

Signature of tenderer with seal

Date:-

Place :-

Safety Code

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
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 mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of trench of 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 be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalts, 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 or lead products shall be used except in the form of paste of ready made 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 tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

The Conditions Hereinbefore referred to Interpretation of Clause

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

(a) Employer Shall mean Reserve Bank of India and shall include its assignees and successors

(b) Contractor

In the case of a partnership firm Contractor shall mean _____
and _____ trading as partners in the name and style of

_____ and having a place of business at _____
and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

In the case of individual Contractor shall mean _____
trading in the name and style of _____
and shall include his heirs, successors and legal representatives.

In the case of company Contractor shall mean _____
a company incorporated under _____
and having its registered office at _____ and shall include its successors and assignees.

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

(d) This Contract shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specification attached hereto and duly signed.

(e) 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 know 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 Towns 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 tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression

“net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

(h) Works shall mean **Supply & Installation of Mobile Storage Units compactors in Bank’s Office Buildings at Nagpur (In CAS on ground floor at Additional Office Building and in NCC on 3rd floor at Annex Building in Main Office premises)**

For the Employer at **Reserve Bank of India, Nagpur**

As provided herein.

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

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 the Architect. The Architect may in his absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as “Architect’s Instructions” in regard to :

2a. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

2b. Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or specification.

2c. The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.

2d. The removal and/or re-execution of any works executed by the Contractor.

2e. The dismissal from the works of any persons employed thereupon.

2f. The opening up for inspection of any work covered up.

2g. The amending and making good of any defects under clause 18 thereof. The Contractor shall forthwith comply with and duly execute any work comprised such Architect’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Architect shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dispensed from in writing within a further seven days by the Architect, such shall be deemed to be Architect’s Instructions within the scope of the Contract.

Variations to be approved by Employer

3. Notwithstanding anything herein contained, the Architect or his representative shall not, without the prior concurrence in writing of the Employer, issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum greater than ₹ 2500/- and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. The Contractor shall submit through the Architect a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

Drawings and Schedule of Quantities and Agreement

4. The Contract shall be executed in triplicate and the Architect, the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof shall be furnished by the Architects 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 Architect or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the contractor he shall forthwith return to the Architect all drawings and specifications.

Contract to provide everything necessary at his cost

5. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the drawings. Schedule of Quantities and Specification taken together 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 if 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 Architect who shall decide which is to be followed.

Authorities, notices and patents

6. The Contractor shall confirm to the provision of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions 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 bye-laws in question, and any variation so necessitated shall be dealt with under Clause 13 thereof.

The Contract shall bring to the attention of the Architect 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 Architect.

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

Setting out of works

7. The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Architect.

Materials and workmanship to conform to descriptions

8. 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 Architect's instructions, and the Contractor shall upon the request of the Architect

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 any test of any materials which the Architects may require.

Contractor's superintendence and representative on the works

9. The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Architect 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, explanations, instructions or notices given by the Architect to such representative shall be held to be given to the Contractor.

Dismissal of workmen

10. The Contractor shall on request of the Architect immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Architect, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Architect.

Access to works

11. The Employer, the Architect and their respective representative 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 Employer, the Architect and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Employer or the Architect except the representatives of public authorities shall be allowed on the works at any time. Before dispatching the compactor units to site, the components will be inspected at the discretion of the Bank and tested by the Bank's engineers for various parameters as detailed in the technical specifications mentioned in the tender at the Manufacturer's works and then cleared for shipment. This will, however, not in any way absolve the contractor of his responsibility for the continued performance of the components after installation at the designated site up to the completion of the defects liability period. The contractor will have to intimate the Bank as & when the materials are ready for dispatch so that the Bank's engineers can be deputed for the pre-dispatch inspection.

Assistant Engineer/Assistant Executive Engineer

12. The term "Assistant Engineer/Assistant Executive Engineer" shall mean the person appointed and paid by the Employer and acting under the orders of the Architects to inspect the works in the absence of the Architect, the Contractor shall afford the Assistant Engineer/ Assistant Executive Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Assistant Engineer/ Assistant Executive Engineer nor any representative of the Architect shall have power to set out works or to revoke, alter enlarge or relax any 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 Architect with the prior concurrence in writing of the Employer. The Assistant Engineer/ Assistant Executive Engineer or any representative of the Architect, or the Employer 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 or the use of such materials shall be discontinued until the

decision of the Architect is obtained. The work will from time to time be examined by the Architect, the Assistant Engineer/ Assistant Executive Engineer or the Architect'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 or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Architect.

Assignment and sub-letting

13. The whole of the works included in the contract shall be executed by the Contractor and the Contractor or any part/share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

Alterations, additions, omissions etc.

14. No alterations, omission or variation shall vitiate this Contract but in case the Architect 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 under his 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 Architect and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect with the prior approval in writing of the Employer 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

15. 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 or errors, if any, shall be allowed in the contractor's Schedule of Rates.

Sufficiency of Schedule of Quantities

16. 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 Schedule of Rates and prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

Measurement of Works

17. The Architect may from time to time intimate to the Contractor and the Employer that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Agent to assist the Architect or the Architect's representative or the Assistant Engineer/ Assistant Executive Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the Contractor not attend or neglect or omit to send such agent then the

measurement taken by the Architect or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works, omissions and all variations made without the Architect's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

Prices for extras etc. ascertainment of

18. The Contractor may, when authorized, and shall, when directed, in writing by the Architects with the approval of the Employer add to, omit from or vary the works shown upon the drawings or described in the specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Architects 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 Architects with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

18a (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.

18a (ii). Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.

18b. The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (c) thereof.

18c. 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 Architect the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Architect shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

18d. Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Architect, the workman's name) and materials employed be delivered for verification to the Architect or his representative at or before the end of the week following that in which the work has been executed.

18e. It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the Contractors 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. The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 thereof.

Unfixed materials when taken into account to be the property of the Employer

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

Removal of improper work

20. The Architect shall, during the progress of works, have power to order in writing from time to time the removal from, the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect are not in accordance with the Specifications or instructions of the Architect, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials and workmanship not in accordance with the drawings and specifications or instructions, and the Contractor shall forthwith carry out such order, the Employer 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 Architect shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due to the Contractor.

Defects after virtual completion

21. 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 Architect from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Architect, and within such reasonable times as shall be specified therein, be amended and made good by the Contractor, at his own and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Architects' Certificate in writing, from any money due or may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Architect equivalent to the cost of amending such work and in the event of the amount retained under Clause 31 thereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Architect as provided in Clause 12 and 22 thereof, 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 of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Architect.

Certificate of Virtual Completion and Defects Liability Period

22. The works shall not be considered as completed until the Architect has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such certificate.

Nominated Sub-Contractors

23. All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Architect 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 objection or (save where the Architect and Contractor shall otherwise agree) who will not enter into a Contractor providing :

(a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contract as the Contractor is under in respect of this contract.

(b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

(c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Architect's Certificate provided that before any certificate is issued the Contractor shall upon request furnish to the Architect proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, the default whereof the Employer may pay the same upon a Certificate of the Architect and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor.

Other persons employed by Employer

24. The Employer reserves the right with the concurrences of the Architect to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

Insurance in respect of damages to persons and property

25. The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be reasonable for any damage caused to the buildings and other structures and

works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works. The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.

The minimum limit of the coverage under the policy shall be ₹ 2.00 lakh per person for any one accident or occurrence and ₹ 5.00 lakh in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall be at his own expense effect and maintain until the Virtual Completion or the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor. The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from. Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received

from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

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

Without prejudice to his liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated Sub-Contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the Sub-Contractor to take out such policy or policies of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor.

Date of commencement and completion

26. 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 Architect and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same (except such painting or other decorative work as the Architect may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

Damage for non-completion

27. If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 28 hereof and the Architect certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said Works so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

Delay and Extension of Time

28. If in the opinion of the Architect, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own fault or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer or the Architect and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Architect's instruction as per Clause 2 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 consequence of the Contractor not having received in due time necessary instructions from the Architect for which he shall have specifically applied in writing or (h) from other causes which the Architect may certify as beyond the control of Contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Architect may with previous approval in writing of the Employer, make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lock-out, the Contractor shall immediately give written notice thereof to the Architect but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architect to proceed with work.

If the Contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least **7 days** before the expiry of the scheduled time and while applying for extension of time Contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the Contractor or even in absence of any such application) will be considered for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Employer, the provision of liquidated damages as stated under Clause 27 will invariably become applicable. Any extension of time granted by the Bank will be without prejudice to the Bank's right to recover liquidated damages or compensation as per clause 27 hereof.

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

Failure by Contractor to comply with Architect's Instructions

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

Termination of Contract by the Employer

30. 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 Architect that he is able to carry out and fulfill the contract and to give security therefore, if so required by the Architect.

OR

if the Contractor (when 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 or the Contractor.

OR

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

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

OR

if the Architect shall clarify in writing to the Employer that the Contractor.

(i) Has abandoned the Contract for

- (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 Architect notice to proceed for.
- (iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- (iv) Has failed to remove materials from the site or to pull down and replace work for **seven days** after receiving from the Architect written notice that the said Materials or work were condemned and rejected by the Architect 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 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 Employer may, notwithstanding any previous waiver, after giving **seven days'** notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Architect or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property of may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Architect 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 of thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Architect shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Architect shall be final and conclusive between the parties.

Termination of Contracts by Contractor

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

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

Certificate of payments

31a. The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Architect to the Contractor on account of the works executed when in the opinion of the Architect, work to the approximate value named in the Appendix as "Value of Work for Interim Certificates" (or less at the reasonable discretion of the Architect) 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 the Appendix as "Total Retention Money" after which time Installments shall up to the full value of the work subsequently so executed and fixed in the building. The Architect 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 Architect shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Architect the sum of money named in the Appendix as "Installment after Virtual Completion" being a part of the said Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Architect at the expiry of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion of as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true interest and meaning hereof whichever shall last happen, provided always that the issue by the Architect 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 nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Architect 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 Architect might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

31b. Terms of Payment:-

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Bank-

60% of the quoted rate pro-rata against the receipt of the materials at site and on submission of the following documents:-

- i. Manufacturer's Test Certificates for raw materials as per IS
- ii. Contractor's certificate that all components, parts, sub-systems, consumables, etc. for successful installation of the compactor units including the maintenance have been received at site in good condition and if any shortfall is noticed during the installation, they will be supplied free to the Bank.

iii. Policies of insurance covering all the risks during transit, storage, installation, up to handing over of the units to the Bank including third party liabilities.

iv. Receipt of octroi charges paid, if any

35% of the quoted rate pro-rata against installation and handing over of the compactor units

Balance 5% of the quoted rate of the work will be released after completion of the defects liability period or on submission of irrevocable bank guarantee of equivalent amount in prescribed format issued by a scheduled bank and valid for the entire defects liability period.

31c. The Architect shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

31d. The Architect may by any Certificate make any correction in any previous certificate which shall have been issued by him.

31e. No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

31f. Payments upon the Architect'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 Employer.

32. Any amounts payable by the Employer to the Contractor in pursuance of any certificates given by the Architect 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 Employer until the payment.

Matter to be finally determined by Architect

33. The decision, opinion, direction, certificate of payment with respect of to all or any of the matters under Clause 2(2a, b, c, d, e, f & g), 3, 4, 5, 6, 7, 8, 12, 16, 17, 18(18a-i & ii ,b,c,d,e), 20, 21, 22, 26, 27 and 28 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 of valuation of the Architect or any refusal of the Architect to give any of the same, shall be subject to the right of Arbitration and review under Clause 34 hereof in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Architect.

Settlement of disputes by arbitration

34. All disputes and differences of any kind whatever out of 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 the work and whether before or within **12 months** of determination abandonment or breach of the 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 Architect, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Architect with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on a matter, question or

dispute of any kind except any of the excepted matter or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details and amounts which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties. The sole arbitrator shall be from the panel of arbitrators suggested by the Employer. The arbitrator 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 shall make his 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 or compound their dispute or difference, the reference to arbitration and the appointment of the arbitrator shall deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrator or the arbitrators as the case may be. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1840 or any statutory modification thereof. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators as the case may be, is given abide by the decision of the Architect and no award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Architect's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

Right of Technical Scrutiny of Final Bill

35. The Employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the Employer and the final bill of the Contractor including all supporting vouchers, abstracts etc. If as a result of this examination or otherwise any sum is found to have been overpaid or over-certified it shall be lawful for the Employer to recover the sum from any payment due to the Contractor for this work or any other work or works being carried out by Contractors elsewhere under the RESERVE BANK OF INDIA.

Employer entitled to recover compensations paid to workman

36. If, for any reason, the Employer is obliged by virtue of the provisions of the Workmen's Compensation Act, 1823, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer 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 Employer full security to the satisfaction of the

Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of works

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

Return of surplus materials

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

Right of Employer to terminate contract in the event of death of contractor if individual

39. Without prejudice to any of the rights or remedies under this contract, if the Contractor, being an individual, dies, the Employer shall have the option of termination of the contract without incurring any liability for such termination.

Marginal Notes

40. The Marginal Notes and in the catch liens hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto. The Contractors will have to carry out and complete the said work in every respect in accordance with this contract.

Date :

Place:

Signature of the Contractor with seal.

Appendix Hereinbefore Referred To

Reference to clauses in Conditions Hereinbefore Referred To

Defects Liability Period	12 Months after virtual completion of work
Period of Final Measurement	3 months from the date of virtual completion
Date of commencement	10th day from the issue of work order
Date of completion	4 (Four) months from the date of commencement
Rate of liquidated damages	0.25% of the estimated cost put to tender per week of delay subject to a maximum of 10% of the accepted tender amount.
Value of works for interim certificates	₹ 10 lakhs
Payment Terms	60% of the quoted rate pro-rata against receipt of materials at site 35% of the quoted rate pro-rata against installation and handing over of the compactors including third party liabilities Balance 5% after successful completion of defects liability period or on submission of bank guarantee of equivalent amount
Retention percentage	5%
Security Deposit (EMD + Total retention money)	₹ 1,27680/- or 7% of the estimated cost put to tender, whichever is higher.
Installment after virtual completion	Earnest Money deposit
Period of honouring certificates of payment	1 month for running a/c bills and three months for final bills
Interest for delayed payment	3% per annum

Reference to clauses in General Instruction to the Contractors and Special Conditions

SPECIAL INSTRUCTIONS

1. The workmen will not be allowed to stay within the premises.
2. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
5. The intending tenderer can obtain any clarifications regarding the tender drawings, specifications etc. if any from the office of the Regional Director, Reserve Bank of India Estate Department, Nagpur on any working day of the Bank.
6. The tenderer may please note that the office area involved for this work is on the 4th , 5th and 6th floor of Bank's main office premises, Nagpur.
7. The entire materials for the work shall be brought to the working area through the staircase only during specified time of working hours, no materials will be allowed through the passenger lifts.
10. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer and make the entire office area clear before the commencement of office working hours.
11. The tenderer may please note that the work has to be carried out in the working office hours/after office hours. The rates quoted for each item shall be quoted accordingly.
12. Provisions for cabling for computer, telephone, power etc. shall be made within the floor if required. However, the wires, switches, light fixtures etc. will be organised by the Bank through separate agency. The required cut outs etc. shall be made in the flooring by the tenderer to enable the Bank to fix the switches etc. without any extra charge.
13. The successful tenderer should prepare the layout of the floor and any other working drawing related to the said renovation on a 1:4 scale showing the same should be got approved from the Bank's Engineer within **7 days**.
14. Care shall be taken while executing the said job, If anything is damaged the same shall be rectified at no extra cost.
15. Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Banks verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity with 5% wastage. No overhead and profit shall be considered on the cost

difference. The basic prices are ex-godown and are inclusive of excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.

16. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, are appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.

17. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. Failure to comply with these instructions can result in rejection of the work.

18. Samples of the materials for the work shall be got approved by the Bank's Engineer.

19. Any inconsistent deviation is found while on execution between the specification and drawings it is to be expressively noted that the specification prevail well and supercede the drawings.

20. The Tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the existing occupants during their office hours. Any damage so caused shall be made good at the cost & risk of the tenderer.

21. The tenderer should note the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. Being tender for interior works which calls for workmanship and finish including use of good quality materials of high standard, it is expected that the tenderer should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards in keeping with the function for which the furniture is intended. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc, shall be final and binding on the contractor. The contractor's claim for not providing in his tender for such materials, workmanship and finish cannot be entertained.

22. The successful contractor shall make sure that they protect their materials and hand them over in good shape to the Bank satisfactorily. At the time of handing over any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.

23. The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting etc.

24. Neat house keeping at all times is the responsibility of the successful tenderer, who shall also ensure that the removal of debris, waste materials etc from the site at their own cost and the same shall be organized at regular basis.

25. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work.

26. The work has to be carried out in phases (if required as per the site conditions) without disturbing the working in the office. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed before/after office hours and on Sundays/holidays so as to have least disturbance.

27. The contractors also have to subject themselves to the security restrictions imposed by the Bank.

28. Removal of improper work- The Bank's Engineer shall, during the progress of works, have power to order in writing from time to time the removal from, the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect are not in accordance with the Specifications or instructions of the Architect, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials and workmanship not in accordance with the drawings and specifications or instructions, and the Contractor shall forthwith carry out such order, the Employer 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 Architect shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due to the Contractor.

Signature of the Tenderer with seal

Place :

Date :

Technical Specification of the Compactor/Mobile Storage System

The bidder shall design the mobile compactor system/racking arrangement for which guidelines and detail specifications are as follows:

i) Mobile compactor will be mounted on a structure, which will be mobile in rails and will be mechanically driven through a drive wheel and sprocket-chain tensioner arrangement. Drive mechanism shall be provided externally supported on special grade anti friction bearings to have smooth & effortless movement. The hand wheel is of a central hub resting on a pair of roller bearings with three chromium plated insert able arms with ebonite knobs at the ends of each arm, as per existing sample in the office, located at a suitable, convenient, height. Each compactor shall have 4 Nos. of Cast Iron wheels, supported with a pair of self-aligned heavy duty pillow block bearings. The drive mechanism shall be fixed on external front side of the compactor system i.e. effective storage area inside the compactor shall not be disturbed. The drive mechanism shall be concealed from all sides from the safety and overall appearance point of view.

ii) Raw materials to be used shall be of superior quality of C.R.C.A. M.S. material.

iii) All fasteners shall be electro galvanized/cadmium plated.

iv) Components like angle, base plate, corner plate shall be of superior quality of steel. Base frame is fabricated from cold formed channel & angle sections of 10/14 Gauge material.

v) All the items shall be supplied duly powdered coated in the manufacturer workshop. Marks, if any, during the transportation shall be touched up at site to match with the surface. All the components shall be given 4 stage, 7 steps anti-corrosive treatment. Before carrying out powder coating, pre-treatment to steel surface shall be carried out, such as degreasing, pickling and phosphating.

(a) **Degreasing-** shall be carried out by using caustic soda, soda ash, bi-sodium phosphate and sulphuric metasilicate in proper concentrations at closely controlled temperature. The component shall be rinsed in water after degreasing.

(b) **Pickling-** shall be carried out subjecting the components to sulphuric acid solution for a specified time and washing them again with water.

(c) **Phosphating-** shall be carried out by subjecting the components to a treatment in phosphoric acid tank with sodium bitrate as accelerator so that a fine coating is achieved.

(d) **Passivation-** shall be done by subjecting the components to diluted chromic acid rinsing.

Final finish shall be powder coated with pretreatment to avoid rusting. The thickness of powder coating shall be 40 microns. The testing of paint shall be done for various physical & chemical properties.

vi) Shelves shall be made of M.S. 0.8 mm thick C.R.C.A sheet with epoxy polyester powder coating in approved shade with locking stiffener. Its minimum load bearing capacity is

a) Racks load bearing capacity ----- 55 kg UDL per rack ----- 188 racks
{for CAS 156 nos. and for NCC. 32 Nos.}

vii) Mobile racking system shall be mechanical type with drive C. I. wheels on rail made of bright steel in ground finish, press fit into U channel made as per IS

viii) Drive cover panel:- Made out of 20 SWG thick C.R.C.A. prime quality steel and of box type to cover the entire drive mechanism completely. The drive cover panel shall be of full height i.e. it shall be of the height of the unit.

ix) Mobile racking system shall be provided with safety provision to avoid accident.

x) Mobile racking system shall be provided with Central Locking System to enable locking of the entire system with one key. Push button type locking facility to ensure that a particular carriage under operation is locked, so that any accidental jamming, when working inside the aisle is prevented.

xi) End stoppers to be provided at the either ends of rails to prevent the Compactor unit from moving away from the rail.

xii) Factor of safety for load bearing members will be 1.67 min. with respect to yield stress.

xiii) Factor of safety for chain will be 10.

xiv) Racking system shall be designed as per design with a minimum factor of safety of 1.67 with respect to yield stress and not ultimate tensile strength. Two numbers of

acrylic indexes (250 x 150 x 2.5 mm thick) shall be provided on each front panel of the compactor unit, for easy identification and retrieval.

xv) The components like beams, tie-beams, row connections bracing channels are to be manufactured from superior quality of cold rolled/hot rolled sheet of steel

xvi) Raw material test certificate for steel for primary racking components to be provided to confirm is specification of raw material as mentioned in offer.

xvii) All civil work required for installation and commissioning will be responsibility of bidder and the bidder shall quote accordingly.

xviii) Suppliers are required to supply the entire mobile compactor system along with their works test/inspection certificate. All items are to be properly identified/ tagged and delivered to respective Offices in dismantled/knocked down condition with proper matching marks.

xix) Installation is to be carried out by the supplier with their labour force, supervisor and engineers and successful operation and commissioning of the entire system to be demonstrated in presence of the Office representatives for their acceptance and certification.

xx)

(a) Detail layout of compactor system with dimension and its operational details shall form part of technical bids.

(b) Minor modifications, if found required at the time of manufacturing/installation stage, are to be incorporated by the supplier without extra charge.

(c) The vendor shall visit the site at his own cost for inspection and clarification with prior intimation to the concerned official before quoting the rates.

(d) Design, calculation, drawing showing all components with dimensions and features including operational details is to be furnished for examination and approval by the respective Office prior to commencement of manufacturing.

(e) Tentative diagram of the compactor/mobile storage system of the respective location is enclosed for reference.

Signature of the Tenderer

Place:

With seal / stamp

Date:

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Name & address of the Client -----

Details of works executed by Shri/ M/s.-----

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4.	Date of commencement of work	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Details of compensation levied for delay (indicate amount) if any	
8.	Gross amount of the work completed and paid	
9.	Name and address of the authority under whom works executed	
10.	Whether the contractor employed qualified Engineer/Overseer during the execution of work?	
11.	i) quality of work (indicate grading)	Outstanding /very good / good / satisfactory / poor
	ii) Amount of work paid on reduced rates, if any	
12.	i) Did the contractor go for arbitration?	
	ii) if yes, total amount of claim	
	iii) Total amount awarded	
13.	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding /very good / good / satisfactory / poor
	b) Financial soundness	Outstanding /very good / good / satisfactory / poor
	c) Mobilization of adequate T & P	Outstanding /very good / good / satisfactory / poor
	d) Mobilization of manpower	Outstanding /very good / good / satisfactory / poor
	e) General behavior	Outstanding /very good / good / satisfactory / poor

Note : All columns should be filled in properly.

"Counter signed"

Signature of the Reporting officer* with Office seal

*Officer of the rank of Superintending Engineer or equivalent

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s. / Shri -----
-----having marginally noted address, a customer of our bank are /
is respectable and can be treated as good for any engagement up to a limit of Rs.-----
----- (Rupees-----).

This certificate is issued without any guarantee or responsibility on the Bank or any of
the officers.

(Signature)

For the Bank

Note:

1. Bankers' certificates should be on the letter head of the Bank, sealed in the cover, addressed to enlistment authority.
2. In case of the partnership firm, certificate to include names of all partners as recorded with the Bank.

List of Drawings

These drawings are indicative only and not to scale. The actual parameters may vary as per site conditions. The tenderers may, if required, visit the site before quoting.

**Reserve Bank of India, Nagpur
Estate department**

Schedule of Quantities

Supply & Installation of Mobile Storage Units compactors in Bank's Office Buildings at Nagpur (In CAS on ground floor at Additional Office Building and in NCC on 3rd floor at Annex Building in Main Office premises)

Description of the Work
Providing, supplying, fabricating & installing in position compactors (common mobile storage) system of various sizes The system will be installed in independent groups as per general arrangement, shown in enclosed drawing & similar to as provided in the Book room of Estate Department, RBI, Nagpur , with following arrangements:-
a) The system will be conforming to technical specifications mentioned in tender part I. The colour shade of compactors shall be a combination of broken white (for main body) and black structure (for cover panel of lock & skirting) or as approved .
b) The mechanical drive arrangement (approximate 450 mm diameter) shall be of required capacity to ensure smooth and easy operation/ movement of the system.
c) Each group of system shall be provided with Central Locking System
<p>NOTE: The above specifications are general and the quoted rates shall include all the required accessories such as sliding rails, sprocket chain mechanism undercarriage and channel system arrangements as may be necessary (whether indicated in the schedule of quantity or not) for proper completion of work etc., all as per the standard design and requirement. The end rack shall be provided with complete locking / closing the system for safety.</p> <p>The quoted rate shall include cost of all materials, wastages, labour of all description, all operations, whether or not they are detailed here, but are required to be done at the site for the satisfactory completion of all the above items of works in all respects, sundries, working tools and equipments, taxes/ levies, transportation, loading-unloading, contractor's profit and overheads, etc. complete and the rate shall be deemed to have been quoted for the finished item of works as per the standard specification etc. all complete and as directed by the Bank's engineers. The entire work shall be measured and paid as one job only. Lump sum cost shall be quoted for the following items considering the above bill of quantity and technical specifications mentioned in tender part I :-</p>

Technical Specification of the Compactor/Mobile Storage System

The bidder shall design the mobile compactor system/racking arrangement for which guidelines and detail specifications are as follows:

i) Mobile compactor will be mounted on a structure, which will be mobile in rails and will be mechanically driven through a drive wheel and sprocket-chain tensioner arrangement. Drive mechanism shall be provided externally supported on special grade anti friction bearings to have smooth & effortless movement. The hand wheel is of a central hub resting on a pair of roller bearings with three chromium plated insert able arms with ebonite knobs at the ends of each arm, as per existing sample in the office, located at a suitable, convenient, height. Each compactor shall have 4 Nos. of Cast Iron wheels, supported with a pair of self-aligned heavy duty pillow block bearings. The drive mechanism shall be fixed on external front side of the compactor system i.e. effective storage area inside the compactor shall not be disturbed. The drive mechanism shall be concealed from all sides from the safety and overall appearance point of view.

ii) Raw materials to be used shall be of superior quality of C.R.C.A. M.S. material.

iii) All fasteners shall be electro galvanized/cadmium plated.

iv) Components like angle, base plate, corner plate shall be of superior quality of steel. Base frame is fabricated from cold formed channel & angle sections of 10/14 Gauge material.

v) All the items shall be supplied duly powdered coated in the manufacturer workshop. Marks, if any, during the transportation shall be touched up at site to match with the surface. All the components shall be given 4 stage, 7 steps anti-corrosive treatment. Before carrying out powder coating, pre-treatment to steel surface shall be carried out, such as degreasing, pickling and phosphating.

(a) Degreasing- shall be carried out by using caustic soda, soda ash, bi-sodium phosphate and sulphuric metasilicate in proper concentrations at closely controlled temperature. The component shall be rinsed in water after degreasing.

(b) Pickling- shall be carried out subjecting the components to sulphuric acid solution for a specified time and washing them again with water.

(c) Phosphating- shall be carried out by subjecting the components to a treatment in phosphoric acid tank with sodium bitrate as accelerator so that a fine coating is achieved.

(d) Passivation- shall be done by subjecting the components to diluted chromic acid rinsing.

Final finish shall be powder coated with pretreatment to avoid rusting. The thickness of powder coating shall be 40 microns. The testing of paint shall be done for various physical & chemical properties.

vi) Shelves shall be made of M.S. 0.8 mm thick C.R.C.A sheet with epoxy polyester powder coating in approved shade with locking stiffener. Its minimum load bearing capacity is

a) Racks load bearing capacity ----- 55 kg UDL per rack ----- 188 racks
{for CAS 156 nos. and for NCC. 32 Nos.}

- vii) Mobile racking system shall be mechanical type with drive C. I. wheels on rail made of bright steel in ground finish, press fit into U channel made as per IS
- viii) Drive cover panel:- Made out of 20 SWG thick C.R.C.A. prime quality steel and of box type to cover the entire drive mechanism completely. The drive cover panel shall be of full height i.e. it shall be of the height of the unit.
- ix) Mobile racking system shall be provided with safety provision to avoid accident.
- x) Mobile racking system shall be provided with Central Locking System to enable locking of the entire system with one key. Push button type locking facility to ensure that a particular carriage under operation is locked, so that any accidental jamming, when working inside the aisle is prevented.
- xi) End stoppers to be provided at the either ends of rails to prevent the Compactor unit from moving away from the rail.
- xii) Factor of safety for load bearing members will be 1.67 min. with respect to yield stress.
- xiii) Factor of safety for chain will be 10.
- xiv) Racking system shall be designed as per design with a minimum factor of safety of 1.67 with respect to yield stress and not ultimate tensile strength. Two numbers of acrylic indexes (250 x 150 x 2.5 mm thick) shall be provided on each front panel of the compactor unit, for easy identification and retrieval.
- xv) The components like beams, tie-beams, row connections bracing channels are to be manufactured from superior quality of cold rolled/hot rolled sheet of steel
- xvi) Raw material test certificate for steel for primary racking components to be provided to confirm is specification of raw material as mentioned in offer.
- xvii) All civil work required for installation and commissioning will be responsibility of bidder and the bidder shall quote accordingly.
- xviii) Suppliers are required to supply the entire mobile compactor system along with their works test/inspection certificate. All items are to be properly identified/ tagged and delivered to respective Offices in dismantled/knocked down condition with proper matching marks.
- xix) Installation is to be carried out by the supplier with their labour force, supervisor and engineers and successful operation and commissioning of the entire system to be demonstrated in presence of the Office representatives for their acceptance and certification.
- xx)
- (a) Detail layout of compactor system with dimension and its operational details shall form part of technical bids.
- (b) Minor modifications, if found required at the time of manufacturing/installation stage, are to be incorporated by the supplier without extra charge.
- (c) The vendor shall visit the site at his own cost for inspection and clarification with prior intimation to the concerned official before quoting the rates.

(d) Design, calculation, drawing showing all components with dimensions and features including operational details is to be furnished for examination and approval by the respective Office prior to commencement of manufacturing.

(e) **Tentative diagram of the compactor/mobile storage system of the respective location is enclosed for reference.**

Signature of the Tenderer

Place:

With seal

Date:

Schedule of Quantity

Sl. No.	Brief Description of the work/supply	Qty	Unit	Rate Rs. (Figures & Words)	Amount Rs. (Figures & Words)
1(a)	For CAS on the Ground Floor at Additional Office, Mobile rack – 156 Nos. designed for 55 kg UDL. Each rack having four adjustable shelves (i.e. five loading compartments). (Size of each rack 900 mm x 450 mm x 2100 mm height) as per enclosed drawing.	Job	Lump sum	RATES NOT TO BE QUOTED	AMOUNT NOT TO BE QUOTED
1(b)	For NCC in third floor of annex building - Mobile Racks 32 Nos. designed for 55 kg UDL. Each rack having four adjustable shelves (i.e. five loading compartments). (Size of each rack 900 mm x 450 mm x 2100 mm height) as per enclosed drawing	Job	Lump sum	RATES NOT TO BE QUOTED	AMOUNT NOT TO BE QUOTED

Signature of the Tenderer

Place:
Date:

With seal

RESERVE BANK OF INDIA, NAGPUR

Estate Department

**Price Bid
(Part- II)**

TENDER FOR

Supply & Installation of Mobile Storage Units compactors in Bank's Office Buildings at Nagpur (In CAS on ground floor at Additional Office Building and in NCC on 3rd floor at Annex Building in Main Office premises)

Name of Tenderer _____

Address _____

Phone No: _____

**Reserve Bank of India, Nagpur
Estate department**

**Supply & Installation of Mobile Storage Units compactors in Bank's Office
Buildings at Nagpur (In CAS on ground floor at Additional Office Building and in
NCC on 3rd floor at Annex Building in Main Office premises)**

Description of the Work
Providing, supplying, fabricating & installing in position compactors (common mobile storage) system of various sizes The system will be installed in independent groups as per general arrangement, shown in enclosed drawing, & similar to as provided in the Book room of Estate Department, RBI, Nagpur , with following arrangements:-
a) The system will be conforming to technical specifications mentioned in tender part I. The colour shade of compactors shall be a combination of broken white (for main body) and black structure (for cover panel of lock & skirting).
b) The mechanical drive arrangement (approximate 450 mm diameter) shall be of required capacity to ensure smooth and easy operation/ movement of the system.
c) Each group of system shall be provided with Central Locking System
<p>NOTE: The above specifications are general and the quoted rates shall include all the required accessories such as sliding rails, sprocket chain mechanism undercarriage and channel system arrangements as may be necessary (whether indicated in the schedule of quantity or not) for proper completion of work etc., all as per the standard design and requirement. The end rack shall be provided with complete locking / closing the system for safety.</p> <p>The quoted rate shall include cost of all materials, wastages, labour of all description, all operations, whether or not they are detailed here, but are required to be done at the site for the satisfactory completion of all the above items of works in all respects, sundries, working tools and equipments, taxes/ levies, transportation, loading-unloading, contractor's profit and overheads, etc. complete and the rate shall be deemed to have been quoted for the finished item of works as per the standard specification etc. all complete and as directed by the Bank's engineers. The entire work shall be measured and paid as one job only. Lumpsum cost shall be quoted for the following items considering the above bill of quantity and technical specifications mentioned in tender part I :-</p>

Technical Specification of the Compactor/Mobile Storage System

The bidder shall design the mobile compactor system/racking arrangement for which guidelines and detail specifications are as follows:

i) Mobile compactor will be mounted on a structure, which will be mobile in rails and will be mechanically driven through a drive wheel and sprocket-chain tensioner arrangement. Drive mechanism shall be provided externally supported on special grade anti friction bearings to have smooth & effortless movement. The hand wheel is of a central hub resting on a pair of roller bearings with three chromium plated insert able arms with ebonite knobs at the ends of each arm, as per existing sample in the office, located at a suitable, convenient, height. Each compactor shall have 4 Nos. of Cast Iron wheels, supported with a pair of self-aligned heavy duty pillow block bearings. The drive mechanism shall be fixed on external front side of the compactor system i.e. effective storage area inside the compactor shall not be disturbed. The drive mechanism shall be concealed from all sides from the safety and overall appearance point of view.

ii) Raw materials to be used shall be of superior quality of C.R.C.A. M.S. material.

iii) All fasteners shall be electro galvanized/cadmium plated.

iv) Components like angle, base plate, corner plate shall be of superior quality of steel. Base frame is fabricated from cold formed channel & angle sections of 10/14 Gauge material.

v) All the items shall be supplied duly powdered coated in the manufacturer workshop. Marks, if any, during the transportation shall be touched up at site to match with the surface. All the components shall be given 4 stage, 7 steps anti-corrosive treatment. Before carrying out powder coating, pre-treatment to steel surface shall be carried out, such as degreasing, pickling and phosphating.

(a) Degreasing- shall be carried out by using caustic soda, soda ash, bi-sodium phosphate and sulphuric metasilicate in proper concentrations at closely controlled temperature. The component shall be rinsed in water after degreasing.

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(c) Phosphating- shall be carried out by subjecting the components to a treatment in phosphoric acid tank with sodium bitrate as accelerator so that a fine coating is achieved.

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Final finish shall be powder coated with pretreatment to avoid rusting. The thickness of powder coating shall be 40 microns. The testing of paint shall be done for various physical & chemical properties.

vi) Shelves shall be made of M.S. 0.8 mm thick C.R.C.A sheet with epoxy polyester powder coating in approved shade with locking stiffener. Its minimum load bearing capacity is

a) Racks load bearing capacity ----- 55 kg UDL per rack ----- 188 racks {for CAS 156 nos. and for NCC. 32 Nos.}

vii) Mobile racking system shall be mechanical type with drive C. I. wheels on rail made of bright steel in ground finish, press fit into U channel made as per IS

viii) Drive cover panel:- Made out of 20 SWG thick C.R.C.A. prime quality steel and of box type to cover the entire drive mechanism completely. The drive cover panel shall be of full height i.e. it shall be of the height of the unit.

ix) Mobile racking system shall be provided with safety provision to avoid accident.

x) Mobile racking system shall be provided with Central Locking System to enable locking of the entire system with one key. Push button type locking facility to ensure that a particular carriage under operation is locked, so that any accidental jamming, when working inside the aisle is prevented.

xi) End stoppers to be provided at the either ends of rails to prevent the Compactor unit from moving away from the rail.

xii) Factor of safety for load bearing members will be 1.67 min. with respect to yield stress.

xiii) Factor of safety for chain will be 10.

xiv) Racking system shall be designed as per design with a minimum factor of safety of 1.67 with respect to yield stress and not ultimate tensile strength. Two numbers of acrylic indexes (250 x 150 x 2.5 mm thick) shall be provided on each front panel of the compactor unit, for easy identification and retrieval.

xv) The components like beams, tie-beams, row connections bracing channels are to be manufactured from superior quality of cold rolled/hot rolled sheet of steel

xvi) Raw material test certificate for steel for primary racking components to be provided to confirm is specification of raw material as mentioned in offer.

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xviii) Suppliers are required to supply the entire mobile compactor system along with their works test/inspection certificate. All items are to be properly identified/ tagged and delivered to respective Offices in dismantled/knocked down condition with proper matching marks.

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xx)

(a) Detail layout of compactor system with dimension and its operational details shall form part of technical bids.

(b) Minor modifications, if found required at the time of manufacturing/installation stage, are to be incorporated by the supplier without extra charge.

(c) The vendor shall visit the site at his own cost for inspection and clarification with prior intimation to the concerned official before quoting the rates.

- (d) Design, calculation, drawing showing all components with dimensions and features including operational details is to be furnished for examination and approval by the respective Office prior to commencement of manufacturing.
- (e) **Tentative diagram of the compactor/mobile storage system of the respective location is enclosed for reference.**

Signature of the Tenderer

Place:
Date:

With seal

Schedule of Quantities

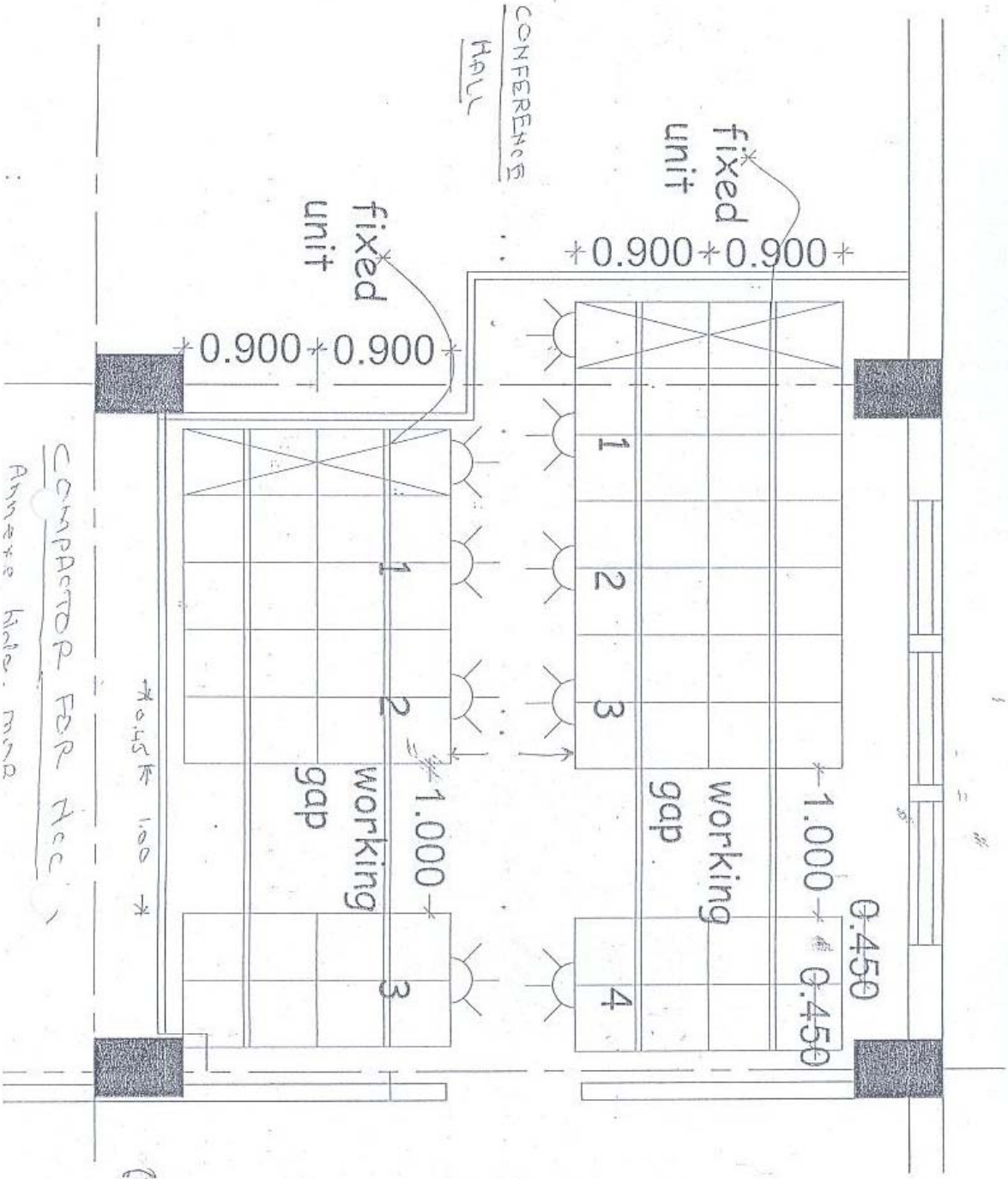
Sl. No.	Brief Description of the work/supply	Qty	Unit	Rate ₹ (Figures & Words)	Amount ₹ (Figures & Words)
1(a)	<p>For CAS on the Ground Floor at Additional Office, Mobile rack – 156 Nos. designed for 55 kg UDL.</p> <p>Each rack having four adjustable shelves (i.e. five loading compartments).</p> <p>(Size of each rack 900 mm x 450 mm x 2100 mm height) as per enclosed drawing.</p>	Job	Lump sum		
1(b)	<p>For NCC in third floor of annex building - Mobile Racks 32 Nos. designed for 55 kg UDL.</p> <p>Each rack having four adjustable shelves (i.e. five loading compartments).</p> <p>(Size of each rack 900 mm x 450 mm x 2100 mm height) as per enclosed drawing.</p>	Job	Lump sum		
			Grand total ₹		

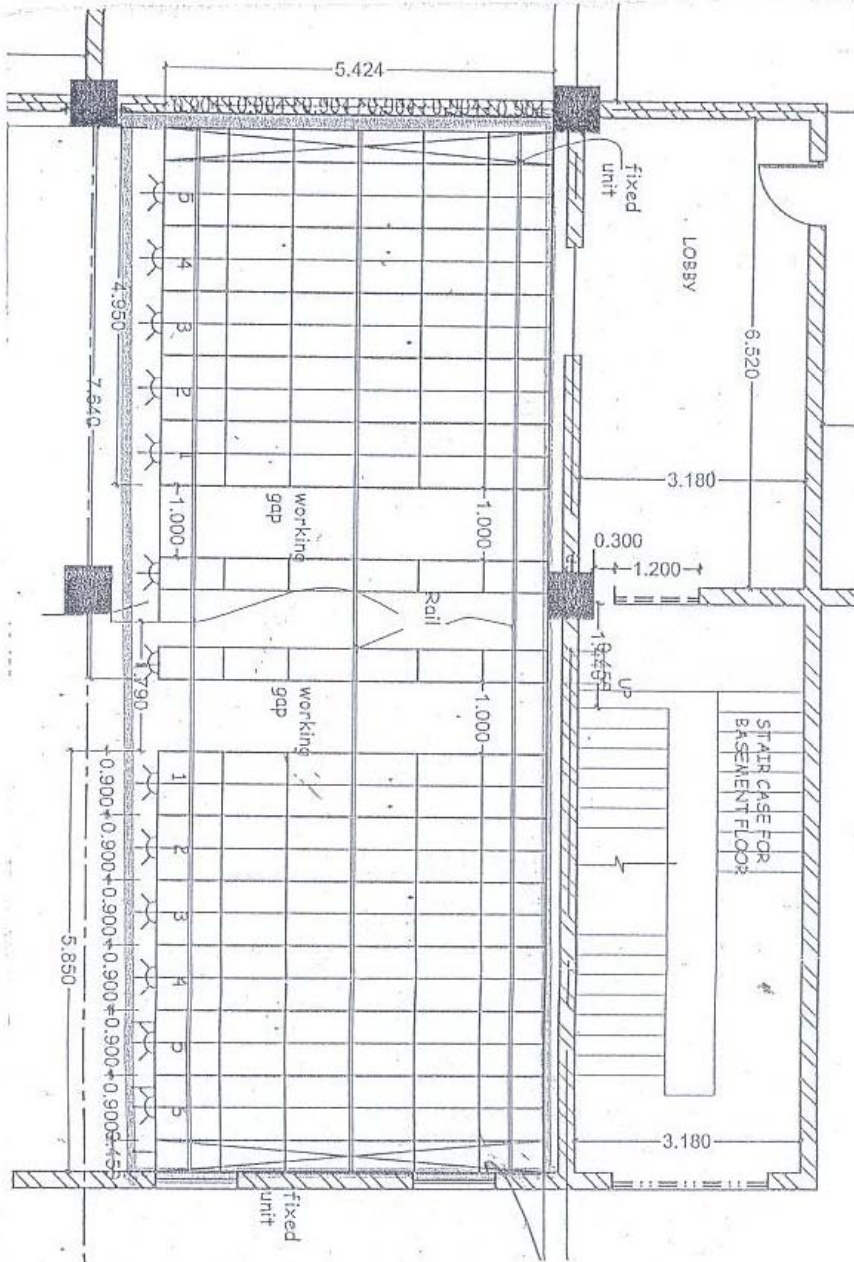
(Rupees _____
_____)

Signature of the Tenderer

Place:
Date:

With seal





COMPACTOR FOR CHS

