



SCHEDULE OF TENDER (SOT)

a. e-Tender Name	Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur
b. e-Tender no.	RBI/Nagpur Regional Office/Estate/3/23-24/ET/209
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://mstcecommerce.com/eproc)
d. Estimated cost	₹11,45,500/-
e. Date of NIT available to parties to download	November 15, 2023 from 16:00 Hrs
f. Pre-Bid meeting (Offline)	The meeting will be conducted on December 13, 2023 at 11:00 Hrs, in Estate Department, RBI Nagpur
g. Earnest Money Deposit	₹22,910/- (Rupees Twenty Two Thousand Nine Hundred and Ten only) in the form of NEFT/DD/BG (as per Annexure A). DD should be drawn on a scheduled commercial bank in favour of Reserve Bank of India, Nagpur to be delivered in physical form at Estate Dept. on or before 14:00 Hrs of December 26, 2023. Details for NEFT RBI A/c. No.- 8714295 IFSC Code: RBIS0NGPA01 (5th & 10th digit is zero)
h. Last date of submission of EMD	December 26, 2023 up to 14:00 Hrs
i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://mstcecommerce.com/eproc	November 15, 2023 from 16:00 Hrs
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	December 26, 2023 up to 14:30 Hrs
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date & Time of opening of Part-II (Price Bid) will be intimated to eligible bidders	December 26, 2023 at 15:00 Hrs
l. Transaction Fee	Rs. 1,000/- (excluding of GST @18%) To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

NOTE: This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.



**RESERVE BANK OF INDIA, NAGPUR
ESTATE DEPARTMENT**

E-Tender RBI/Nagpur Regional Office/Estate/3/23-24/ET/209 for

**Renovation of Executive Lift Lobby Area at MOB, Reserve
Bank of India, Nagpur**

Last date of Submission	:	December 26, 2023 (Up to 14.30 Hrs.)
Validity of the tender	:	3 months from the date of opening of the PART- I of the tender
Cost of tender form	:	NIL

DISCLAIMER

Reserve Bank of India, Estate Department, Nagpur, has prepared this document to give background information on the project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

भारतीय रिजर्व बैंक, नागपूर
सम्पदा विभाग
RESERVE BANK OF INDIA, NAGPUR
ESTATE DEPARTMENT

खंड-I
नोटिस भेजने का समय (NIT)
(केवल ई-खरीद के माध्यम से)
निविदा (एसओटी) क आनुसूची

Section - I
NOTICE INVITING TENDER (NIT)
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)

नोट : यह सार्वजनिक निविदा सूचना है। केवल वे बोलीदाताओं/ वेन्डर, जो भारतीय रिजर्व बैंक, नागपूर के साथ संबंधित कैटेगरी में वेन्डरों के रूप में नियुक्त हैं, वे ही इस निविदा में भाग लेने के पात्र हैं। वेन्डरों को सूचित किया जाता है की वे भाग लेने से पहले इस निविदा के लिए आरबीआई, नागपूर के साथ अपनी पात्रता की जाँच करें।

NOTE: THIS IS A LIMITED TENDER ENQUIRY. ONLY THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RESERVE BANK OF INDIA, NAGPUR FOR SUCH WORKS GIVEN BELOW UNDER RESPECTIVE CATEGORY ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI, NAGPUR REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.

(SOT)

a. e-Tender no	RBI/Nagpur Regional Office/Estate/3/23-24/ET/209
b. Name of work	Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur
c. Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through https://mstcecommerce.com/eproc)
d. Date of NIT available to parties to download	November 15, 2023 from 16:00 Hrs
e. Pre-Bid meeting is scheduled on December 13 ,2023 at Estate Department, Reserve Bank of India, Nagpur	Queries / interest in participating in meeting can be raised through e-mail at estatenagpur@rbi.org.in till 16.00 hrs of December 12, 2023.

f. i) Earnest Money Deposit ii) Tender Fees	Rs. 22,910/- Rs. Nil Per Set
g. Last date of submission of EMD.	14:00 Hrs. of December 26, 2023
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at https://mstcecommerce.com/eproc	16:00 Hrs. of November 15, 2023
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	14:30 Hrs. of December 26, 2023
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II	15:00 Hrs. of December 26, 2023
k. Transaction Fee	Rs. 1,000/- plus GST @ 18% Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

Important instructions for E-procurement

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

Process of E-tender:

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <https://mstcecommerce.com/eproc>

1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → Common Portal → Vendor Login ->

>Register as Vendor -- Filling up details and creating own user id and password → Submit.

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

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

Contact person (RBI):

1. Shri Palash Chaurasia, Assistant. Manager – 07122806332 (prchaurasia@rbi.org.in)
2. Shri. Malle Ram Prasad - 07122806332 (mrampasad@rbi.org.in)

Contact person (MSTC Ltd):

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

E-Mail: helpdesk@mstcindia.co.in

033 – 2340-0020/0021/0022, 033 – 3501-3220/3221/3222

Helpdesk at MSTC Mumbai for vendors

022-22886268/22822789

B) System Requirement:

- i. Windows 7 or above Operating System
- ii. IE-7 and above Internet browser.
- iii. Signing type digital signature

- iv. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

- Other Settings:

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools Internet Options→ custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once)

2. The Techno-commercial Bid and the Price Bid shall have to be submitted online at <https://mstcecommerce.com/eproc>. Tenders will be opened electronically on specified date and time as given in the Tender.
3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE:

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

4. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
5. E-tender cannot be accessed after the due date and time mentioned in NIT.
6. **Bidding in E-tender:**
 - a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
 - b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
 - c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Common Portal → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
 - d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
 - e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
 - f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
 - a) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - b) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
 - c) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - d) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
 - e) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

- f) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- g) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
- h) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- i) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- j) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eproc to familiarize them with the system before bidding.
- k) No deviation to the technical and commercial terms & conditions are allowed

RESERVE BANK OF INDIA, NAGPUR
ESTATE DEPARTMENT

**Vitrified Tile Flooring Work in Proposed Executive area in
Banking Hall at MOB**

INDEX

S. No.	PARTICULARS	Page Nos.
1.	Letter of offer – Section A	1 to 2
2.	Articles of Agreement – Section B	3 to 9
3.	General Instructions to Tenderers – Section C	10 to 14
4.	General Terms and Conditions to Contractors, Special Conditions, Safety Code, Conditions herein before referred to, Appendix herein before referred to	15 to 49
5.	Specifications, List of approved materials, mode of measurements and Workmanship	50 to 51
6.	Annex-I	52 to 54
7.	Preamble to Bill of Quantities	55 to 56
8.	Unpriced Bill of Quantities	57 to 60

SECTION-A
LETTER OF OFFER

Place: _____

Date: _____

Regional Director,
Reserve Bank of India,
Nagpur- 440001.

Dear Sir,

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

Memorandum

(a)	Description of work	Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur
(b)	Estimated cost	₹11,45,500/-
(c)	Earnest Money	₹22,910/-
(d)	Retention Money to be withheld from each bill	5%
(e)	Time allowed for completion of the works from tenth day after the date of written order to commence work.	Overall work: 30 Days
(f)	Value of work for Interim Certificate	Paid once as full & final (no interim payment)

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. Intending tenderer has to deposit a sum of **₹22,910/- (Rupees Twenty Two Thousand Nine Hundred Ten only)** as Earnest Money Deposit with the Reserve Bank of India, Estate Department, Nagpur- 440001 by depositing DD/PO of said amount personally with **Shri. P. S. V. Sudhakar (Assistant General Manager)** before 14.00 hrs on December 26, 2023.

OR

Earnest Money Deposit (EMD) shall be deposited through NEFT in favour of Reserve Bank of India, Nagpur in the A/c 8714295 & IFSC – RBIS0NGPA01 (5th and 10th being zero) before 14.00 hrs on December 26, 2023.

OR

Earnest Money Deposit (EMD) shall be deposited through Bank Guarantee of equal amount as per [Annexure-I](#)

EMD 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 me/us to the Reserve Bank of India.

4. Our bankers are (full address)

(i) _____

(ii) _____

The names of partners of our firm are:

(i) _____

(ii) _____

Name of the partner of the firm authorized to sign

OR

Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractor

SECTION-B
करार की शर्तें
Articles of Agreement

यह करार वर्ष _____ की _____ तारीख में, प्रथम पक्षकार भारतीय रिज़र्व बैंक जिसका केन्द्रीय कार्यालय मुंबई, 400001 में है (एतदपश्चात् "नियोक्ता" कहलाएगा) तथा द्वितीय पक्षकार मेसर्स _____ (जिसे आगे "ठेकेदार" कहा जाएगा) के बीच किया जाता है।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, having its Central Office at Mumbai 400001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

चूंकि, नियोक्ता "एमओबी, भारतीय रिज़र्व बैंक, नागपुर में कार्यकारी लिफ्ट लॉबी क्षेत्र का नवीनीकरण" संविदा का इच्छुक है और उसने निर्धारित कार्य का वर्णन करते हुये ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। तथा चूंकि संख्या _____ से _____ तक की उक्त ड्राइंग, विशिष्टताओं, और परिमाणों की सूची पर पार्टियों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of "**Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur**" and has caused drawings and specifications describing the works to be done to be prepared by or under the direction of Bank's Engineer.

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

और चूंकि ठेकेदार निर्धारित शर्तों और विशेष परिस्थितियों में निर्धारित शर्तों के अनुसार और संविदा की परिमाणों की सूची और संशोधित शर्तों के अधीन काम करने के लिए सहमत हो गया है और अंतिम रूप से दोनों पक्षों द्वारा स्वीकृत है (जिसे आगे सामूहिक रूप से "उक्त शर्तें" कहा जाएगा), उक्त ड्राइंग में दर्शाए गए और / या उक्त विशिष्टताओं में वर्णित कार्यों और इसमें निर्धारित दरों पर परिमाणों की सूची में शामिल, राशि के बराबर या इस तरह का अन्य योग (जिसे आगे "उक्त अनुबंध राशि" कहा जाएगा) इसके लिए देय हो जाएगा।

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein, General Instructions, General Terms and Conditions, Special Conditions of Contract, Appendixes, Specifications, Workmanship, Mode of Measurement, Schedule of Quantities set forth in the tender document, (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said and/or described in the said Specification and included in the Schedule of Quantities at the respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

अब दोनों पक्ष पारस्परिक रूप से इस पर निम्नानुसार सहमत हैं :

NOW IT IS HEREBY AGREED AS FOLLOWS

1. उक्त संविदा के संबंध में भुगतान समय पर और संविदा की उक्त शर्तों के अनुसार किया जाना है, ठेकेदार उक्त शर्तों के अधीन ड्राइंग में दर्शाए गए और उक्त विशिष्टताओं तथा परिमाणों की अनुसूची में वर्णित कार्य को निष्पादित करेगा और पूरा करेगा।

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. नियोक्ता ठेकेदार को उक्त संविदा राशि या किसी अन्य राशि का भुगतान करेगा जो उस समय और उक्त शर्तों में निर्दिष्ट तरीके से देय हो।

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. उक्त नियम एवं शर्तों के अनुसार "बैंक के इंजीनियर/इंजीनियर/इंजीनियर प्रभारी" शब्द का तात्पर्य होगा कि इस निमित्त नियोक्ता द्वारा नामित बैंक का तकनीकी अधिकारी या कोई अन्य उत्तराधिकारी "बैंक के इंजीनियर/इंजीनियर/इंजीनियर प्रभारी" के रूप में कार्य करेंगे।

The term "Bank's Engineer/Engineer/Engineer-in-Charge" in the said Conditions shall mean the technical officer or any other successor of the Bank nominated by the Employer for that purpose will function as "Bank's Engineer/Engineer/Engineer-in-Charge".

4. भारतीय रिजर्व बैंक अपने इंजीनियर के माध्यम से कार्यों के पर्यवेक्षण का प्रशासन और व्यवस्था करेगा जिसमें बिलों के प्रमाणीकरण, भुगतान और संविदा की विभिन्न शर्तों का कार्यान्वयन, नियम एवं शर्तें, कार्य निष्पादन, निर्माण की गुणवत्ता, सामग्री की गुणवत्ता, प्रोजेक्ट की प्रगति तथा संपन्नता शामिल होगा।

The Reserve Bank of India will administer and arrange for supervision of works through the Bank's Engineer including certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract, execution of the work, quality of construction, quality of materials, progress and completion of the project.

5. उक्त शर्तों और उसके परिशिष्ट को इस करार के एक भाग के रूप में माना जाएगा और इसके पक्षकार उक्त शर्तों का पालन करेंगे और शर्तों के अनुसार इस करार को निष्पादित करेंगे।

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.

6. यहां वर्णित योजनाएं, समझौते और दस्तावेज इस अनुबंध का आधार बनेंगे।
The plans, agreement and documents mentioned herein shall form the basis of this Contract.

7. यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही काम का एक हिस्सा है, लेकिन **“एमओबी, भारतीय रिजर्व बैंक, नागपुर में कार्यकारी लिफ्ट लॉबी क्षेत्र का नवीनीकरण”** संबंध में काम करने हेतु एक संविदा है, जिसके लिए दर अनुसूची और प्रोबेबल क्वांटिटी या उक्त शर्तों में निहित दरों/राशि के अनुसार भुगतान किया जाएगा।

This Contract is neither a fixed Lump Sum Contract nor a piece work contract but is a contract to carry out the work in respect of execution of **“Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur”** as per the specifications as specified in the schedule. It is an item rate contract as per schedule details 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. ठेकेदार उक्त शर्तों में निर्धारित तरीके से सिविल कार्यों, विद्युत अधिष्ठापन, फिटिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित सुविधा को वहन करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये किसी भी नुकसान को ठीक करेगा।

The Contractor shall afford every reasonable facility for carrying out of all works relating to external repairs, repainting works 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. नियोक्ता इस संविदा की अवधि के दौरान किसी भी समय कार्य के स्वरूप और ड्राइंग में कुछ जोड़कर अथवा कुछ हटाकर अथवा उसके कुछ भाग को रखकर परिवर्तन करने का स्वयं अधिकार सुरक्षित रखता है जो इस संविदा पर प्रतिकूल प्रभाव डाले बिना होगा।

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. ठेकेदार इसके द्वारा उक्त शर्तों में किए गए प्रावधान के अनुसार औपचारिक कार्य आदेश जारी होने की तारीख के दसवें दिन से काम शुरू करने और 20 दिनों के भीतर पूरे काम को पूरा करने के लिए सहमत है, फिर भी ऐसे फॉर्म (यानी, समझौते के माध्यम से या पत्रों / मेल के आदान-प्रदान के माध्यम से) द्वारा लिखित में समय के विस्तार के प्रावधानों के लिए जो पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है।

The Contractor hereby agrees to commence the work from tenth day after the date of issue of formal work order as provided for in the said Conditions and to complete the entire work **within 30 days** nevertheless to the provisions for extension of time in writing by such form (i.e., by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties.

11. इस संविदा के तहत बैंक द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, नागपुर में किए जाएंगे।

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

12. इस करार या इससे संबंधित सभी विवाद नागपूर में उत्पन्न माने जाएंगे और इनके निर्धारण का क्षेत्राधिकार सिर्फ नागपूर में स्थित न्यायालयों को होगा।

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. यह कि इस संविदा के सभी भागों को ठेकेदार द्वारा पढ़ और पूरी तरह से समझ लिया गया है। जब तक विनियोक्ता से विशिष्ट लिखित निर्देशों द्वारा आदेशित नहीं किया जाता है, तब तक निविदाओं से परे मात्राओं वे भुगतान के लिए ठेकेदार हकदार नहीं होगा।

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 Employer.

14. ठेकेदार बैंक के बुनियादी ढांचे / प्रणालियों / उपकरणों आदि के बारे में प्रत्यक्ष या अप्रत्यक्ष रूप में किसी भी सूचना, सामग्री तथा विवरण, जो इस करार के संबंध में अपने संविदात्मक दायित्वों का निर्वहन करने के दौरान ठेकेदार के संज्ञान में आ सकते हैं, का खुलासा तृतीय पक्ष को नहीं करेगा तथा हर समय इस कठोर विश्वास को बनाए रखेगा। ठेकेदार लागू कानून के अनुपालन तथा दायित्व का निर्वहन करने के लिए वर्तमान आवश्यकता के अतिरिक्त करार के विवरण को निजी और गोपनीय मानेगा। ठेकेदार बैंक की पूर्व लिखित सहमति के बिना किसी भी स्थान पर अथवा किसी भी व्यापार अथवा तकनीकी दस्तावेज़ में कार्य के किसी भी विवरण को प्रकाशित करना, प्रकाशित करने की अनुमति तथा खुलासा नहीं करेगा। किसी भी गोपनीय सूचना के प्रकटीकरण के परिणामस्वरूप बैंक को हुए किसी भी नुकसान की क्षतिपूर्ति ठेकेदार करेगा। उपरोक्त का पालन करने में विफल होने पर इसे ठेकेदार की ओर से करार का उल्लंघन माना जाएगा तथा बैंक नुकसान का दावा करने तथा कानूनी कदम उठाने के लिए पात्र होगा। ठेकेदार इस करार के तहत गोपनीय जानकारी के गैर प्रकटीकरण के दायित्व को पूरी तरह से सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में उचित कार्रवाई करेगा। गैर प्रकटीकरण तथा गोपनीयता के संबंध में ठेकेदार की बाध्यता, जो भी कारण हो, इस करार को समाप्त होने से बचाए रखेगी।

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the

Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason."

15. ठेकेदार / एजेंसी "कार्य स्थल पर महिलाओं के यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होंगे। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, ठेकेदार / एजेंसी द्वारा अनुबंधित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार / एजेंसी उक्त अधिनियम के संबंध में शिकायत का उचित कार्रवाई करेगी।

बैंक के किसी भी कर्मचारी के विरुद्ध ठेकेदार के किसी भी पीड़ित कर्मचारी की लैंगिंग उत्पीड़न संबंधी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

The Contractor/Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the Premises of Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor /Agency and the Contractor/Agency shall insure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को नियोक्ता और ठेकेदार दोनों ने इस करार को निष्पादित करने हेतु हस्ताक्षर किया है और यह डुप्लीकेट में तैयार की गई है।

यदि ठेकेदार एक साझेदारी फर्म अथवा व्यक्ति हो

If the contractor is a partnership or an individual.

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.

गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और ठेकेदार दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा यह डुप्लीकेट में तैयार की गई है।

यदि ठेकेदार एक कंपनी हो

If the contractor is a company.

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.

हस्ताक्षर खण्ड

Signature Clause

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।

SIGNED AND DELIVERED by the Reserve bank of India by the hand of
श्री / Shri. _____

नाम और पदनाम / (Name and designation)
की उपस्थिति में / In the presence of

(1) _____

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, नागपूर कार्यालय

Reserve Bank of India, Nagpur

(2) _____

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, नागपूर कार्यालय

Reserve Bank of India, Nagpur

(गवाह/witness)

द्वारा हस्ताक्षरित और सुपुर्द /
SIGNED AND DELIVERED by
निम्न की उपस्थिति में / In the presence of

(1)

पता / Address

(2)

पता / Address

गवाह/witness)

दिनांक को आयोजित बैठक में निदेशक मण्डल द्वारा
पारित संकल्प के अनुसार _____ की मुहर निम्नलिखित की
उपस्थिति में लगाई गयी।

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)

निम्नलिखित की उपस्थिति में निदेशकों द्वारा हस्ताक्षरित
Directors who have signed these presents in token
thereof in the presence of

(1)

(2)

ठेकेदार की ओर से श्री _____ और विधिवत
नियुक्त अटॉर्नी द्वारा हस्ताक्षरित और सुपुर्द

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

यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति
है तो सभी साझेदारों द्वारा या उन सभी
की ओर से हस्ताक्षरित किया जाना
चाहिए

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

यदि ठेकेदार अपने कंपनी की मुहर के
माध्यम से हस्ताक्षर करता है तो यह
आर्टिकल ऑफ असोशिएशन के मुहर
संबंधी प्रावधान के अनुरूप होना
चाहिए।

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

यदि ठेकेदार पावर ऑफ अटॉर्नी के
माध्यम से हस्ताक्षर करता है, बशर्ते
वह एक कंपनी अथवा व्यक्ति हो।

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

SECTION - C

GENERAL INSTRUCTIONS TO TENDERERS (To be read in relevance to e-tendering process only)

1. Issue and Submission of Tender:

Participation in this tender will be allowed to empaneled contractors in respective category & who have experience in related trades of General Civil work including painting work. Tender for “**Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur** ” as the case may be shall be downloaded/uploaded through MSTC website strictly in accordance to the procedures prescribed in Section-I of this document & will be remain open to the tenderer for participation before **14:30 Hrs on December 26, 2023** under any circumstances whatsoever.

2. Part I – Technical & Commercial:

- a. Part-I shall contain the unpriced tender consisting of scope of works as specified, specifications of an item of works, documents and commercial terms and conditions etc.
- b. Part-I of the tender as submitted shall contain the following and to be deposited in the RBI, Estate Department, Nagpur Office unless otherwise stated separately in this document:
 - (i) Intending tenderer has to deposit a sum of **₹22,910/- (Rupees Twenty Two Thousand Nine Hundred Ten only)** as Earnest Money Deposit with the Reserve Bank of India, Estate Department, Nagpur - 440001 by depositing DD/PO of said amount personally with **Shri. P. S. V. Sudhakar** (Assist. General Manager) before 14.00 hrs on December 26, 2023.

OR

Earnest Money Deposit (EMD) shall be deposited through NEFT in favour of Reserve Bank of India, Nagpur in the A/c 8714295 & IFSC – RBIS0NGPA01 (5th and 10th being zero) on or before 14.00 hrs on December 26, 2023.

OR

By depositing Bank Guarantee of equal amount issued by schedule Bank.
 - (ii) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
 - (iii) Performance Guarantee as stated in the 'Memorandum
- c. The Tenderers are advised to visit the site and get acquaint themselves of the site conditions before tendering.

- d. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.
- e. All information, correspondence letters shall be submitted and addressed to Shri Sachin Shende, Regional Director, Estate Department, Reserve Bank of India, Nagpur - 440001.

3. Part II – Online Price Bid:

- (a) This part shall contain prices in Indian Rupees only and shall be opened through online after due fulfilment of condition as per Part-I tender. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- (b) Rates should be quoted in Indian Rupees only. No request for any change in rate or conditions after the opening of the part II tender will be entertained.
- (c) The rates quoted shall be based on the Part-II of tender and shall be firm and binding without any Escalation whatsoever till the entire Contract period.
- (d) For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in the original and duplicate, the lower of the two rates will be considered for arriving at the total amount for that item.

4. Pre-Bid Meeting (Offline): As per Sr no (e) Schedule of Tender

5. Opening of Tender:

As per the procedures laid down in Section-I hereto for opening of e-tender.

- 1. Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.
- 2. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection

with his submission of tenders, even though the Bank may right to modify/withdraw the tender.

3. The Contractor shall note that unless otherwise stated, the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.

6. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

7. No advice whatsoever especially on any change in rate, specifications or conditions after opening of the tender will be entertained.

8(a). The rates shall also be firm and shall be valid for the entire duration of the contract and/or extension thereof and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.

8(b). The rates quoted in the tender shall include all charges including for packing, transport, loading, unloading and for delivery at site. Tenderers must include in their rates Good and Service Tax (GST), royalties and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable as per latest notification/s of Govt. of India/State Govt./Statutory/local Authority.

New levies at actual in addition to statutory variation in taxes, duties, levies and cesses except income tax shall be reimbursed/adjusted as per applicability. For reimbursement of the amounts paid, Contractor shall produce documentary proof of enhancement of taxes (except income tax) and receipts of payments. Any reduction in any taxes, etc. shall be recovered from the dues to the contractor.

8(c). The rates quoted in the tender shall include all charges for clearing of site after completion, debris collections, erection of debris chutes if necessary, dismantling and taking away the debris (as soon as it becomes equivalent to one truck load or as & when directed by the Bank's Engineer) outside the RBI premises (as per the rules and regulations of municipal authorities) from time to time as directed by Bank so as to keep the surrounding neat & clean complete centering, boxing, staging, planking, timbering,

fencing, hoarding, plant and equipment, storage sheds, watching and lighting, by night as well as day including Sundays and Holidays, protection of the public and safety of adjacent roads, streets, pavements, walls, houses, buildings and all other erections, matters and 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 Bank.

8(d). 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. However, in case of failure of water supply or water crisis due to which no water is available at site for any reason, then it must be noted that contractor has to make his own arrangement for procuring water at no extra cost to Bank so that work progress must not hamper.

8(e). Electric power required for the work can also be drawn from the supply available at site (at single point) **free of cost**. The contractor has to make his own arrangements to take the supply to the requisite position.

8(f). Labours will not be allowed to stay at site after working hours.

8 (g). The contractor shall furnish a break-up of rate/cost/amount of any of the items or all the items, as may be sought for by the Bank, along with supporting documents etc. This, however, shall not be construed for any additional claim at any point of time.

9. Broad Scope of Work:

The scope of work shall include renovation of executive lift lobby (ground and first floor) at MOB, RBI, Nagpur.

The contractor is advised to visit the site before quoting their rates to assess the quantum of work as per the detailed scope of work as stated in this contract. The entire work shall be carried out as per the specification as mentioned in scope of work and as directed by the Engineer in-Charge of the Bank. The specifications mentioned in this Contract are final & binding to the Contractor to perform the work under this contract. However, unless otherwise stated, the specifications, methodology for execution of any items of work etc. as given by relevant IS code will form the guide & shall be binding on the Contractor to execute the work accordingly under this contract.

10. Payment to the contractor shall be made against the amount of work done at site only after raising the demand by the Contractor. The value of works for interim certificates of payment is specified in the appendix hereto. If the contractor fails to perform the work as specified in the Contract, the Bank, at his discretion will in-cash the Performance Bank Guarantee if any, indicated in the tender and terminate the contract without assigning any

reason and any further reference to the contractor. Bank's decision in this regard will be final and binding on the contractor and the contractor will not have any claim in this regard whatsoever it may be.

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

11. (i) Earnest Money Deposit (EMD) during contract period:

- a) Intending tenderer shall pay an Earnest Money Deposit (EMD) a sum of **₹22,910/- (Rupees Twenty Two Thousand Nine Hundred Ten only)** through depositing DD/PO or through NEFT transaction or Bank Guarantee.
- b) **Under no circumstances Earnest money deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or Cheque etc.**
- c) The Earnest Money Deposit (EMD) **₹22,910/- (Rupees Twenty Two Thousand Nine Hundred Ten only)** paid by all tenderers (EMD to be returned to unsuccessful tenderers) shall be held by the Reserve Bank of India as Security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.
- d) **The Earnest Money Deposit (EMD) furnished by the Contractors will be returned thereafter to all the Contractors except the successful tenderer.**

Place:

Signature of the tenderer with seal

Date:

Address

SECTION-D

General Terms and Conditions of the Contract

1. On receipt of intimation from the Employer regarding the acceptance of his/their tender, the successful tenderer shall be bound to sign the formal Contract agreement within fourteen days, in accordance with the draft agreement and the Schedule of Conditions. 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 within the stipulated period of Fourteen days. Unless the contract agreement is signed, no payment shall be entertained by the Employer. **The agreement shall be executed in duplicate. One copy will remain in the custody of Employer and the second set of copy will remain in the custody of contractor. The agreement shall be made on necessary stamp paper (having worth equal to applicable stamp duty in the state of Maharashtra) and the cost of necessary stamp duty on both the document shall be borne solely by the contractor.**
2. The Contractor shall not assign or not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
3. The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer. If any changes required during the currency of the contract by deviating the tender requirements based on the opinion of the Bank's Engineer (with the prior approval in writing from the Employer), the Contractor shall carry out the same. The Bank's Engineer's decision in such cases shall be final.
4. A schedule of probable Quantities in respect of each work and Specifications accompany the Special Conditions. The Schedule of Probable Quantities is liable to alterations as per Bank's requirement. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same without claiming anything extra for the same. In this context, the rates quoted for each item must be self-supporting and relevant.
- 5(a). In addition to the Earnest Money Deposit and as further security for the due fulfillment of the contract under clause 11 of General Instructions to Tenderers, 5% of the total value of work done will be withheld from each running A/c bill by the Bank as Retention Money (RM). On the request of the contractor, the amount of retention money deducted from each bill may be released against Bank Guarantee valid till the completion of 'Defect Liability Period' for equivalent amount after the virtual completion of the work till the

completion of defect liability period. The EMD shall be released without any interest to the contractor on completion of the work after issue of virtual completion certificate and the R.M. amount shall be released after successful completion of 12 months of Defect Liability Period from the date of completion certificate provided all the defects pointed out are rectified. The security deposit of the successful tenderer and R.M. will be forfeited if he/they fails to comply with any of the conditions of contract. No interest will be paid on Security Deposit and Retention Money withheld by the Bank.

5(b). In addition to the EMD and retention money described above, the successful tenderer, within a period of **14 days** from the date of award of work by the Bank, shall submit a **Performance (bank) Guarantee** (to be arranged by the contractor at his own cost) obtained from any of the nationalized / scheduled bank, in the format approved by the Bank for an amount equivalent to 5% of the contract value. This is to ensure adherence to complete the work and execution:

- (i) Of abnormally low rated items up to the full tender quantity.
- (ii) Strictly as per the specifications and instructions.
- (iii) With usage of only approved materials and getting the materials tested as per tender provisions.
- (iv) With best quality workmanship.

The above-noted **Performance Guarantee** shall be valid up to the satisfactory completion of the work in all respects and shall have to be renewed by the contractor up to extended completion time, if any. In case, the contractor fails to comply with any of the above conditions, the Bank will be at liberty to invoke the Guarantee based on the certificate issued by the Bank's Engineer. The Guarantee shall be released after issue of virtual completion certificate.

Submission of **Performance Bank Guarantee** shall be ensured as stipulated in the tender. In case of delays of submission in unavoidable circumstances, charges for delay in submission of Performance Bank Guarantee shall be recovered from the bill of the contractor at Bank rate.

6. All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from his 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.

7. All the statutory deductions at source will be deducted as per the norms of Govt. /statutory authorities. Successful tenderers shall get registration under relevant Govt. body/authority/agency prior to award of the work.

8. 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 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. 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. The Contractor may, when authorized, and shall, when directed, in writing by the Employer add to, omit from or vary the works shown upon the drawings or described in the specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction.

No claim for an extra shall be allowed unless it shall have been executed under provisions hereof or 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.

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

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

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

(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Engineer 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.

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

(e) 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.

(f) The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix.

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

10. 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.

11. Time allowed for carrying out the work is as per the **memorandum at Section-A** of this tender which shall be strictly observed by the tenderer. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he/they shall be liable to pay liquidated damages at the rate of 0.25 % per week of accepted tender amount subject to a maximum amount of 10% of the tendered amount.

The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Bank's Engineer.

12. 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 accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

13. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of Instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer.

14. The successful tenderer must co-operate with other contractor/(s) appointed by the Employer so that the work shall proceed smoothly without any delay and to the satisfaction of the Engineer.

15. DEFECT LIABILITY PERIOD:

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

16. DELIVERY SCHEDULE: The entire work is to be completed within a period as mentioned in the memorandum at Section-A of this tender. The Contractors are advised to visit the site and get themselves fully acquainted with the general and local site conditions, particularly, those having bearing upon transportation, handling, storage etc. prior to quoting the tender. The material required for the work will have to be delivered, placed and fixed in position at RBI Main Office Building, Nagpur site of the Bank.

17. TERMS OF PAYMENT: Payment shall be made based on completed items of work the minimum value of an RA bill shall be as per the memorandum at Section-A of this tender. On request of contractor, Bank at its discretion may release the 75% of the amount payable to the Contractor on the RA bills as ad-hoc payment within 7 working days from the date of certification by the Bank's Site Engineer, pending test checking of work and measurement checking, detailed arithmetical accuracy check and certification by competent technical officer of the Bank. 5% Retention money shall be deducted from each payment including ad-hoc payment.

18. Insurance: 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 the insurance policies as described in clause 24 under “Conditions Hereinbefore Referred To”.

19. Errors, Omission and Descriptions:

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

(ii) 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.

(b) In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Employer 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.

20. Should any treasure, fossils, minerals or works of art of antediluvian interest be found during excavation or while carrying out the works, the contractor shall give immediate notice of any such discovery and shall make over such finds to the Employer. Contractor shall hand over the same to RBI and that contractor shall not claim any right title interest for the same.

21. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works shall be settled as described under clause 34 of “Conditions Hereinbefore Referred To”.

22. Contract Labour License: Necessary contract license for deploying contract labour (as per prevailing contract labour Act 1970) shall be obtained from the central labour authorities.

23. All safety measures as per the safety code of tender shall be strictly adhered.

24. **The Sexual Harassment of women at workplace:**

The Contractor / Agency shall be solely responsible for full compliance with the provision of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013.

- a. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the contractor is proved.
- d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issue.

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

Place:

Date:

Signature with seal of Tenderer

Address:

SPECIAL CONDITIONS OF THE CONTRACT

1. The entire work is to be completed in 30 days subject to the extension of time allowed to complete the work and the contractor therefore has to submit their **appropriate Schedule / Programme** of work supported by his infrastructure with adequate support of plants, tools, tackles, labour force etc. After mobilizing the site, major activities to be taken up may be removing existing tiles, fixing vitrified tile work with tile adhesive on existing old mosaic tiles surface in executive lift lobby area of Main Office Building, false ceiling work, pop punning work, etc. The contractor shall start the work in designated buildings at Main Office Building, Reserve Bank of India, Nagpur so as to complete the entire work within the stipulated time.
2. The space / area stacking yard, store, site office etc. may be finalized by the firm in consultation with Bank's engineer before commencement of work.
3. Labourers will not be allowed to stay at site/within premises.
4. 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. However, in case of failure of water supply or water crisis due to which no water is available at site for any reason, then it must be noted that contractor has to make his own arrangement for procuring water at no extra cost to Bank so that work progress must not hamper.
5. The electric power required for the work can also be drawn from the supply available at site (at single point) **free of cost**. The contractor has to make his own arrangements to take the supply to the requisite position.
6. Contractor will have to make his own arrangement to hoist all the material, tools and plants, scaffolding etc. as per tender at the place of work as well as lowering down the same along with debris and salvaged material without causing any dust nuisance, spillage and safety hazards. For this purpose, the contractor will have to get his scheme approved well in advance from the Employer and shall have to incorporate any changes suggested by him. No debris more than a truckload shall be allowed to be accumulated at site.
7. The Contractor at his own cost will have to put up proper and sufficient hoarding screen and fence during the time as be necessary for safety and convenience of the staff and visiting public and maintain the same in good condition during work and where necessary cause such hoarding or fence to be well lighted during the night to prevent accidents. Contractor will have to make good without any extra payment, any damage done during the work. The tenderers are requested in their own interest to inspect the site to assess the nature and quantum of work.
8. Contractor shall not be allowed to store any of the debris material inside the building. It shall be allowed only at Ground level within the premises. Necessary arrangements shall be made in advance with the prior approval of Engineer-in-charge to

transport all debris to ground by means of suitable chutes or any other suitable/safe mode and stack the same wherever directed by the Bank's Engineer prior to carting away. Material shall be brought through the staircase only and no freight/passenger lift shall be used for lifting/lowering materials.

9. Work platforms erected shall be such as to facilitate safe working of workers and supervisors as also to support man, materials and debris on at least three to four levels simultaneously.

10. Contractor shall, before start of the work shall submit his time schedule to carry out the work.

11. The contractor shall endeavor to keep dust and dirt nuisance inside the building to minimum. Contractor shall also provide at his cost thick polythene sheets on floors inside Bank premises of sufficient width for labourers to walk on / transport the materials, to the complete satisfaction of engineer-in-charge.

12. The work is required to be carried out with ongoing occupancy. Contractor shall be required to give his best possible co-operation to offer minimum of inconvenience to the occupier to the extent possible. Day to day cleaning shall be done by the contractor for surrounding work area and the staircase & passages used by the labourers shall be cleaned properly & satisfactorily to Bank's Engineer.

13. The Tenderer shall use only approved make of materials as given in the tender and materials shall be of premium quality. The materials shall be used in the work only after Bank's approval.

14. The tenderer shall obtain at his cost required labour license, make payment to his/her workmen strictly in accordance with the Minimum Wages Act and shall comply all the provisions of the Contract Labour Act and shall keep and maintain all necessary documents / records for inspection of Government Authorities / Bank's officials from time to time.

15. The Contractor shall during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions explanation, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

Place:

Signature of Tenderer with stamp

Date:

Address:

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 or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall 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 meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as 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 readymade paint.
10. (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.

FIRE SAFETY CODE

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

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 The Reserve Bank of India and shall include its assignees and successors

(b) Bank's Shall mean the technical officer or any other successor of
Engineer/Engineer the Bank nominated by the Employer for that purpose
/Engineer-in-
Charge

(c) Contractor
In the case of a Contractor shall mean _____
partnership firm _____
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 Contractor shall mean _____
individual trading in the name and style of _____
_____ and shall include his heirs, successors and legal
representatives.

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

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

- (e) This Contract Shall mean the Articles of Agreement, General Instructions, General Terms and Conditions, Special Conditions of Contract, Appendixes, Specifications, Workmanship, Mode of Measurement, Schedule of Quantities set forth in this document, The work shown upon the said drawings and/or described in the said Specifications 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 attached hereto and duly signed.
- (f) Notice in writing Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last 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.
- (g) 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.
- (h) 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.
- (i) Works Shall mean **“Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur”** for the Employer at 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.

Scope of Contract	2. The contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of Employer. The Employer may in his absolute discretion and from time to time issue further drawing and/or written instructions, details directions and explanations which are hereafter collectively referred to as "Bank's Instructions" in regard to:- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work. (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/ or Drawings and/or Specification. (c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore. (d) The removal and/or re-execution of any works executed by the Contractor. (e) The dismissal from the works of any persons employed thereupon. (f) The opening up for inspection of any work covered up. (g) The amending and making good of any defects under clause 19 and 20 thereof. The Contractor shall forthwith comply with and duly execute any work comprised such Employer's instructions provided always that verbal instructions directions and explanations given to the Contractor or his representative upon the works by the Employer's shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by Employer's such shall be deemed to be Employer's instructions within the scope of the Contract.
Variations to be approved by the Employer	3. The Contractor shall submit a statement to variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.
Agreement	4. The Contract shall be executed in duplicate. One copy will remain in the custody of Employer and the second set of copy will remain in the custody of contractor. The agreement shall be made on necessary

stamp paper (having equal to applicable stamp duty in the state of Maharashtra) and the cost of necessary stamp duty on both the document shall be borne solely by the contractor.

Contractor to provide everything necessary at his cost

5. The contractor shall provide at his cost everything necessary for the proper execution of the work according to the intent and meaning of the drawing. Schedule of quantities and specification taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and 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 Employer who shall decide which is to be followed.

Authorities, notices and patents

6. The contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose, systems the structure is proposed to be connected, and shall, before making any variations from the drawings or Specifications that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause 13 hereof.

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

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

Setting out of works.	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 Employer.
Materials & workmanship to conform to description	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 Employer's instructions, and the Contractor shall upon the request of the Employer 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 carry out any test/s of any materials which the Employers may require. During the manufacturing/ fabrication process, the Bank's Engineer/ representatives may visit factory for inspection to ensure the compliance of tender specifications as and when intimated. The contractor shall make necessary arrangements for factory inspection for such visit/s.
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 Employer may consider necessary until the expiration 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 representative who shall be constantly in attendance at the works while the men are at work. Any directions explanation, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.
Dismissal of workmen.	10. The Contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Consultant.
Access to works	11. The Employer, and their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer, and their representatives necessary for

inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

Bank's Engineer 11. (a) The term Bank's Engineer shall mean the person appointed and paid by the employer and acting under the orders of the Employer to inspect the works; the contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Bank's Engineer shall not have power to set out works or to revoke, alter, enlarge or relax the 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 Employer with the prior concurrence in writing of the Employer.

The Bank's Engineer or any representative of 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 of the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Employer, the Bank's Engineer or the Employer's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Employer.

Assignment and Subletting 12. The whole of the works included in the Contract shall be executed by the contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part / share thereof or any interest therein without the prior written consent of the Employers and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

Alterations, additions, omission etc. 13. No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under its

hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Engineer 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.

14. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

Sufficiency of
Schedule of
quantities

15. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/ or the Schedule of Rates and Prices which rates and prices shall cover all his matters and things necessary for the proper completion of the works.

Measurement of
works

16. The Employer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Agent to assist the Bank's 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 Bank's Engineer 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 tender document.

The Contractor or his Agency may at the time of measurement take such notes and measurements as he may require. All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

Prices for extras etc. ascertainment of	17. The Contractor may, when authorized, and shall, when directed, in writing by the Employer add to, omit from or vary the works shown upon the drawings, or described in the specifications, or included in the Schedule of quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer 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 13 hereof or under provisions of clause 8 of general terms and conditions or by the authority of the Employers 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 provisions in the clause 8 of general terms and conditions.

Unfixed materials when taken into account to be the property of the Employer.	18. Where in any Certificate (of which the Contractor has received payment), the Employer 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 Employer. The Contractor shall be liable for any loss of or damage to, such materials.
---	---

Removal of improper works	19. The Bank shall, during the progress of the works, have power to order in writing from time to time the removal of the works within such reasonable time or times as may be specified in the order, or any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the 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 Employer 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.

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

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

Certificate of
virtual
completion &

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

defects liability
period.

Nominated Sub-
Contractor.

22. All Specialists, Merchants, Tradesmen and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specification who may be nominated or selected by the Employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objections or (Save where the "Employer and Contractor shall otherwise agree) who will not enter into a Contract providing.

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in the respect of this Contract.
- b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the contractor or under any Workman's Compensation Act in force.
- c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt provided that before any Certificate is issued, the Contractor shall upon request furnish, to the Employer proof that all nominated Sub-Contractor's accounts, included in previous Certificates have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the Employer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of contract as between Employer and Sub-Contractor.

Other persons
employed by
Employer

23. The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with

the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

Insurance in respect to damages to persons and property

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

The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an **All Risk Policy** for Insurance for the full amount of the contract including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the 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 any arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the 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 risk and deposit such policy or policies before commencement of the works. Third party liability in "Contractors All Risk Policy" shall be minimum ₹ **2.00 lakh (Rupees Two lakh only)** per person for any one accident or occurrence and ₹ **5.00 lakh (Rupees Five lakh only)** in respect of damage to property for any one accident or occurrence. The contractor shall also indemnify the employer against all claim 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 of Sub-Contractor and shall at his own expense effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the 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 providing above, the employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor.

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

The contractor shall also indemnify and keep Indemnified the 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 of damage or compensation arising there from.

Without prejudice to the other rights of the employer against contractor 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 the contractor under this clause.

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

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer 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 the said insurance policies are submitted. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

Date of
commencement
and completion.

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

Damage for
non-completion

26. If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 27 hereof and the Employer 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 work shall so remain incomplete and the employer may deduct such damages from any moneys due to Contractor.

Delay and extension of time

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

Failure by contractor to comply with Employer's instructions

28. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and/or Employer 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 Employer as a debt or may be deducted by him from any money due to the Contractor.

Termination of contract by the Employer

29. If the contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up

voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

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

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

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

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

Or if the Employer shall certify in writing that the Contractor,

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

Then and in any of the said cases the 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 Employer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing of using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the 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 Employer shall be final and conclusive between the parties.

Termination of
Contracts by
Contractor

30. If the payment of the amount payable by the Employer under Certificate of the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Employer or the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at Liberty to determine the Contract by notice in writing to the Employer,

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.

Certificates and
payments

31.(a) The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Employer to the Contractor on account of the works executed when in the opinion of the Employer, work to the approximate value named in the Appendix as 'Value of work for Interim Certificates' (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. On request of contractor, Bank at its discretion may release the 75% of the amount payable to the Contractor on the RA bills as ad-hoc payment within 7 working days from the date of certification by the Bank's Site Engineer, pending test checking of work and measurement checking, detailed arithmetical accuracy check and certification by competent technical officer of the Bank. however all the payments shall be subject to a retention of the percentage of such value named in the Appendix hereto as "Retention Percentage for Interim Certificates" until the total amount retained shall reach the sum named in Appendix as "Total Retention Money" after which time installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed and the Employer 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 Employer the sum of money named in the Appendix as "Installment after Virtual Completion" being a part of the said Total Retention money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the Employer at the expiration of the period referred to as " the Defect Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that

the issue by the Employer 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 hereof, not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Employer 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 Employer 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.

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

(d) The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

(e) The Employer may make any correction in any previous Certificate which shall have been issued by him.

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

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

Delayed
Payment

32. Any amounts payable by the Employer to the Contractor in pursuance of any certificate given by the Employer 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.

Matters to be
finally
determined by
Bank

33. The decision, opinion, direction, Certificate with respect to all or any of the matters under Clause 2,5,7,8,12,16,17,19,20,21,27 (a, b, c, d, f), 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 Employer or any refusal of the Employer to give any of the same, shall be subject to the right of Arbitration and review under Clause 34 hereof.

Settlement of
disputes try
arbitration

34. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in clause 33 hereof. But if either the contractor be dissatisfied on any matter the contractor may within 28 days after receiving notice of such decision give a written to the other party requiring that matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the

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

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall be relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The 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 examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recovery the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the RESERVE BANK OF INDIA.

Employer
entitled to
recover

36. If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation

compensation paid to workmen.	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 for all cost 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 works to be carried out, the Employer shall give notice in writing to the Contractor who shall have to claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
Return of surplus materials	38. Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders of permits or licenses issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the Contractor and not dispose of 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 Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, 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 to him by reason of such breach.
Right of Employer to terminate	39. Without prejudice to any of the right or remedies under this Contract, if the Contractor being an individual dies, the Employer

contract in the shall have the option of terminating the Contract without incurring any
event of death of liability for such termination.
contractor if
individual

Date:

Place:

Signature of Contractor with Seal

Appendix Hereinbefore Referred To
Reference to clauses in Conditions Hereinbefore Referred To

Clause No.		
20	Defects Liability Period	12 Months
31	Period of Final Measurement	3 months from the date of virtual completion
25	Date of commencement	10 th day after the date of issue of work order
25	Period of completion	30 Days
11 of general conditions of contract	Rate of liquidated damages	As per clause no.11 of General conditions of contract.
31	Value of works for interim certificates	<i>Paid once as Full & final (No interim payment)</i>
31	Retention percentage	5% towards security deposit.
31 & 5(a) of General conditions of contract	Security Deposit (EMD + Total retention money)	₹22,910/- (EMD) plus 5% of the value of work (R.M.) subject to a maximum-security deposit (EMD plus RM) of ₹80,185/-.
31	Installment after virtual completion	Only EMD will be released after virtual completion. The retention money shall be released after successful completion of defects liability period of 12months.
31	Period of honouring certificates of payment	1(One) month for running a/c bills and 3(Three) months for final bills
32	Interest for delayed payment	Simple interest of 3% per annum

Signature of Contractor with seal

Specifications

General

1. Materials shall be of the best approved quality obtainable and they shall comply with the respective latest IS specification.
2. Samples of all materials shall be got approved before placing an order and the approved sample shall be deposited with the Engineer.
3. It shall be obligatory for the Contractor to furnish certificate, if demanded by the Engineer, from manufacturer or the material supplier that the work has been carried out by using their materials and as per their recommendations.
4. Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Special Conditions, the quality of materials, workmanship dimensions etc. shall be as specified herein under.
5. All equipments and facilities for carrying out field test on materials shall be provided by the Contractors without any extra cost.

List of Materials of Approved Brand and/or Manufacturer

1	Vitrified tile	Somany, H & R Johnson, Nitco limited, Cera India, Vermora, Asian Granito India or approved make
2.	MDFsheet	NU Wud, Duratuff, or any other approved equivalent
3.	Plywood	Greenply, Kitply, Century ply, Mayur Ply or approved equivalent
4.	Laminate/veneer	Greenlam, CenturyPly, Sunmica, Formica, Durian or approved equivalent
5.	Wallpaper	Marshal, Floor & Furnishings, D'Decor
6.	Texture Paint	Asian, Burger, Nitco, Shalimar
7.	Gypsum board	Saint-Gobian, India Gypsum Pvt. Ltd. or approved equivalent
8.	GI Channels of partition/ceiling	Saint-Gobian or India Gypsum Pvt. Ltd approved equivalent

Note: Wherever approved equivalent is mentioned in the above list against approved brand shall become operative only if all other specified makes are not available in the market.

Section (C) Mode of Measurement

The method of measurement for various items in the tender shall be generally in accordance with the IS: 1200 unless otherwise specifically stipulated in this tender document.

Draft of Bank Guarantee for Earnest Money Deposit

The Regional Director
Reserve Bank of India,
Estate Department,
Nagpur.

Place:

Date:

Dear Sir,

Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur
Ref. NIT/Advt. _____ date _____

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'Employer') has invited tenders for the '**Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur**' (hereinafter called "the said tender") on the terms and conditions mentioned in the tender documents.

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

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such

sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (six months from the last date of receipt of tender) provided that if so desired by the Reserve Bank of India,

this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully,

For and on behalf of

Bank.

Authorized official (with seal)

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

Reserve Bank of India, Nagpur
Estate Department

**Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of
India, Nagpur**

PREAMBLE TO SCHEDULE OF QUANTITIES

The quoted rate shall include the following: -

1. The quantities indicated in the schedule of quantity are tentative and may vary to any extent. If decided by the Bank certain items / quantities may not be required to be executed or may be executed with reduction / addition in quantities to any extent. The contractor has to execute item / quantities as per direction of Bank and no claim on this account whatsoever will be entertained by the Bank in respect of non- operation of items /reductions in quantities.
2. Rates are all inclusive so as to fulfil all requirements to comply with all provisions under Contract Labour Act 1970, Minimum Wage Act (including subsequent revision if any) and rules therein. Each contractor has to ascertain these provisions before quoting their rates.
3. All costs and charges incurred by the contractor complying with all safety health and welfare regulations, appertaining to staff and work people employed on the site.
4. Keeping the site free from debris arising from the works during the renovation/construction/repair period by regularly carting away debris out of premises and leave the site free from debris on completion of work to the satisfaction of the Employer.
5. Charges/ cost to be incurred for inspection the site and get acquainted with pertaining works just idea for works to be carried out before quoting the rates.
6. Necessary charges towards providing service of a qualified supervisor on the work site during entire working hours and shall be who shall be available at work site to receive instruction from the Bank and act accordingly.
7. The work has to executive for extra hours till 10 PM or even in night to complete the work within stipulated time as desired by the Bank. Therefore, the contractor has to depute separate gang of workers in night hours. Accordingly, the tenderer has to factor the extra cost of deploying works in night hours while bidding the tender.
8. Contractors will have to submit a time bound programme just after the award of work and get it approved from the Bank before commencement of work.

9. Contractors to provide the original invoices for every supply of materials for Bank's verification. If it is not provided and the materials do not found as per specifications/approved make such material shall stand rejected and shall not be measured for the payment.
10. Quoted rates for all items are inclusive of all taxes and levies, any other taxes levied by the State/Central Government, local authorities including **Good & Service Tax (GST @ 18%)**. If there will be any change in GST rate by the Government, necessary adjustment in rates of contractor shall be done during actual settlement of bills of contractor.

Signature with seal of the contractor

Reserve Bank of India, Nagpur
Estate Department

Name of Work: Renovation of Executive Lift Lobby Area at MOB, Reserve Bank of India, Nagpur

Note: Quoted rates shall be inclusive of the charges mentioned in the Preamble to Schedule of Quantities detailed therein wherever applicable.

UNPRICED SCHEDULE OF QUANTITY

Item No	Description of Item	Quantity	Unit	Rate
1	Removing of existing top floor tile			
	Carefully removing existing old vitrified tiles pasted on underlaying cement mosaic tiles with tile adhesive without damaging underlaying cement tiles in lift lobby area, cleaning the tiles surface properly to make it ready for pasting/fixing vitrified tiles, stacking the dismantled materials as directed by the Bank & removing the same from Bank's premises including dumping at authorized dumping yard etc., complete all as directed.	70.00	Sqm	Rate to be quoted online
2	Providing and laying full body Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid with cement based high polymer modified quick-set tile adhesive (Water based) conforming to IS: 15477, in average 3mm thickness. grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only. Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily.	70.00	Sqm	Rate to be quoted online

Item No	Description of Item	Quantity	Unit	Rate
	Basic Cost of vitrified tiles is Rs. 2500/- per Sq. metre inclusive of all taxes at Ex-Godown in Nagpur.			
3	Wall Paneling with 18 mm Plywood finished with veneer			
	Providing and fixing in full height BWR grade 18 mm thick ply board/wood of approved make firmly fixed in wall in line & level with necessary screws, etc. Plywood wood shall be finished with pasting 4 mm thick veneer of approved make (as per selection) with necessary adhesive/fevicol, nails, etc. including providing and applying two or more coats melamine polishing in matt/glossy finishing, preparation of surface, etc. complete all as directed by the Bank's Engineer. The rate shall also be inclusive of cost of adhesive, nails, screws, taping, fasteners, etc. Basic cost of Veneer is Rs. 2100/- per Sqm including all taxes at Ex-Godown in Nagpur	28.00	Sqm	Rate to be quoted online
4	Wall Paneling with 18 mm Plywood finished MDF sheet/PU coating			
	Same as item no. 3 above but finished with 4 mm thick MDF sheet with PU coating instead of veneer with melamine polishing.	50.00	Sqm	Rate to be quoted online
5	POP punning work			
	Scraping of old paint/ distemper wherever necessary from the existing walls and providing and applying plaster of Paris putty of 2 mm thickness over it to give a smooth leveled finish, cost shall include all labour, materials, etc. complete all as directed.	85.00	Sqm	Rate to be quoted online
6	Wallpaper			
	Providing and pasting wallpaper of approved make on wall surface with necessary adhesive or as per manufacturer's recommendation in approved pattern and designed, etc. complete all as directed.	85.00	Sqm	Rate to be quoted online

Item No	Description of Item	Quantity	Unit	Rate
	Basic Cost of wallpaper is Rs. 5300/- per roll (57.5 Sq. Feet) inclusive of GST at Ex-Godown in Nagpur. Note: Measurement shall be taken as per actual consumption at site.			
7	Texture paint			
	Providing and applying approved shade, pattern and surface textured paint over the wall, to give an even shade/ pattern, including all materials, labour etc. complete, including providing and applying Paster of Paris putty of 2 mm thickness to give smooth surface, etc. complete all as directed.	70.00	Sqm	Rate to be quoted online
8	False ceiling			
	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45X15X0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long,	70.00	Sqm	Rate to be quoted online

Item No	Description of Item	Quantity	Unit	Rate
	the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of 12 mm thick gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound, jointing tapes, finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and one coats of primer suitable for board, all as per manufacturer's specification and including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as directed by the Bank Rate shall also be inclusive of providing and applying two or more coats of wall putty suitable for board, two or more coats of Acrylic distemper over a coat of suitable primer of approved manufacturer, etc. complete all. Note: The false ceiling shall be in 2 stages in lift lobby area as per existing design. The offset in false ceiling shall be measured for payment.			
	Gross Total			

Place:
Date:

Signature of the contractor with seal



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
NAGPUR**

E-TENDER RBI/Nagpur Regional Office/Estate/3/23-24/ET/209 For

**Renovation of Executive Lift Lobby Area at MOB, Reserve
Bank of India, Nagpur**

PART – II

Name of Tenderer _____

Address _____

Last date of Submission	:	December 26, 2023 (up to 14.30 Hrs)
Validity of the tender	:	3 months from the date of opening of the PART-I of the tender
CARE: EMD SHALL BE SUBMITTED PHYSICALLY TO THE OFFICE OF AGM, ESTATE DEPT. RBI, NAGPUR		



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
NAGPUR**

**Name of Work: Renovation of Executive Lift Lobby Area at MOB,
Reserve Bank of India, Nagpur**

Note: Quoted rates shall be inclusive of the charges mentioned in the Preamble to Schedule of Quantities detailed therein wherever applicable

Schedule of Quantities and Rates

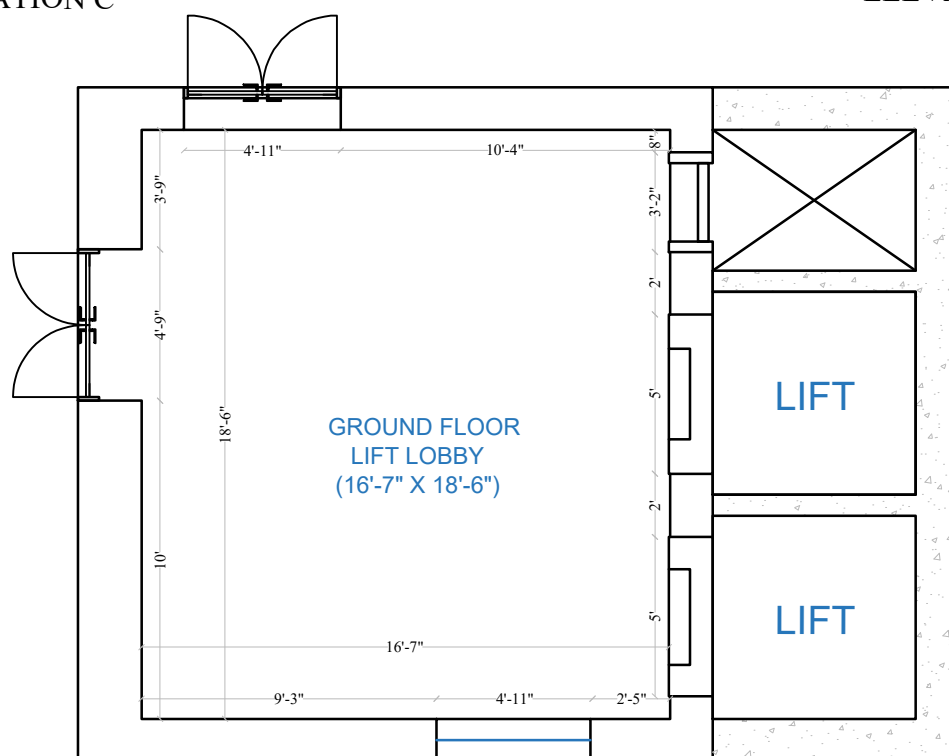
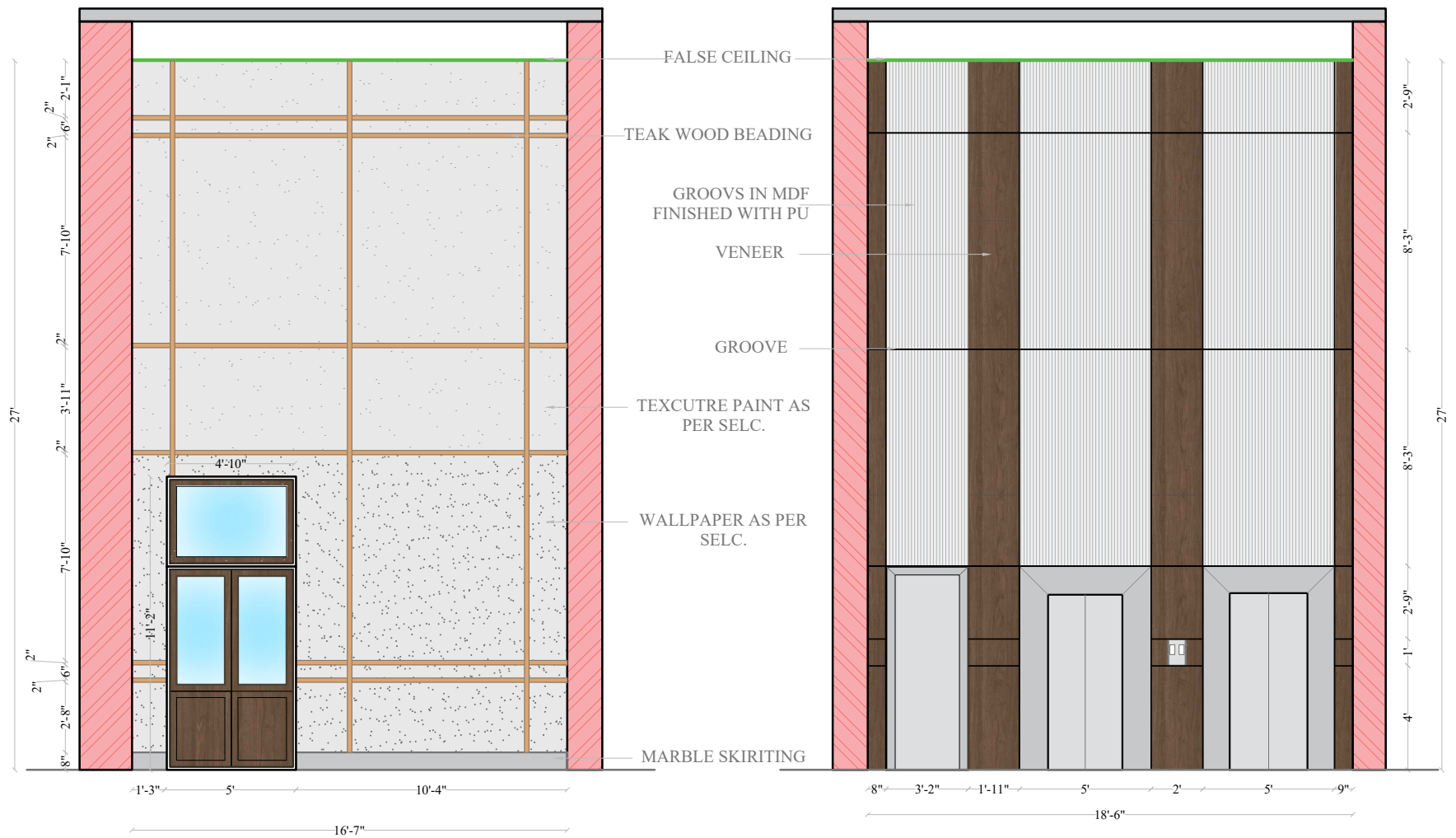
Item No	Description of Item	Quantity	Rate (Rs)	Unit	Amount
1	Removing of existing top floor tile				
	Carefully removing existing old vitrified tiles pasted on underlaying cement mosaic tiles with tile adhesive without damaging underlaying cement tiles in lift lobby area, cleaning the tiles surface properly to make it ready for pasting/fixing vitrified tiles, stacking the dismantled materials as directed by the Bank & removing the same from Bank's premises including dumping at authorized dumping yard etc., complete all as directed.	70.00		Sqm	
2	Providing and laying full body Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid with cement based high polymer modified quick-set tile adhesive (Water based) conforming to IS: 15477, in average 3mm thickness. grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only.	70.00		Sqm	

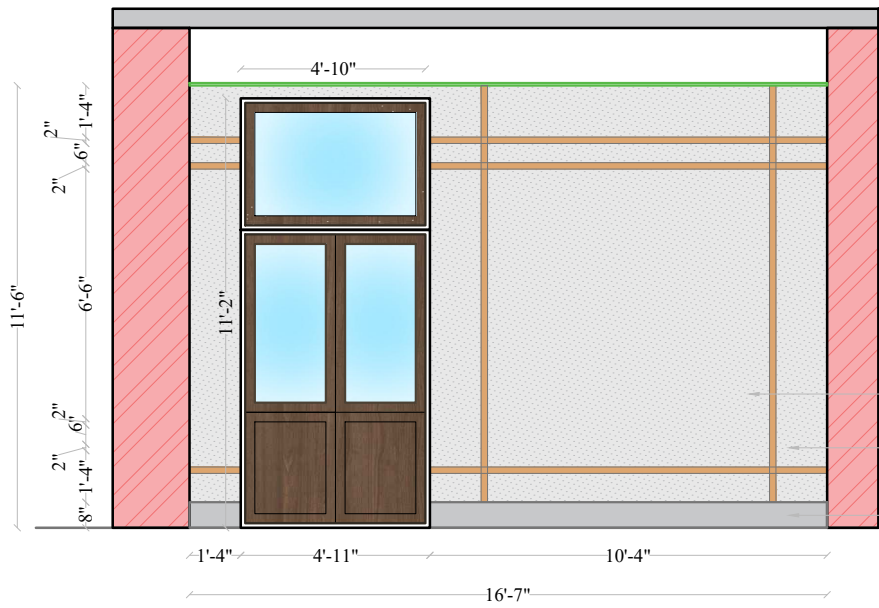
Item No	Description of Item	Quantity	Rate (Rs)	Unit	Amount
	Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily. Basic Cost of vitrified tiles is Rs. 2500 /- per Sq. metre inclusive of all taxes at Ex-Godown in Nagpur.				
3	Wall Paneling with 18 mm Plywood finished with veneer				
	Providing and fixing in full height BWR grade 18 mm thick ply board/wood of approved make firmly fixed in wall in line & level with necessary screws, etc. Plywood wood shall be finished with pasting 4 mm thick veneer of approved make (as per selection) with necessary adhesive/fevicol, nails, etc. including providing and applying two or more coats melamine polishing in matt/glossy finishing, preparation of surface, etc. complete all as directed by the Bank's Engineer. The rate shall also be inclusive of cost of adhesive, nails, screws, taping, fasteners, etc. Basic cost of Veneer is Rs. 2100 /- per Sqm including all taxes at Ex-Godown in Nagpur	28.00		Sqm	
4	Wall Paneling with 18 mm Plywood finished MDF sheet/PU coating				
	Same as item no. 3 above but finished with 4 mm thick MDF sheet with PU coating instead of veneer with melamine polishing.	50.00		Sqm	
5	POP punning work				
	Scraping of old paint/ distemper wherever necessary from the existing walls and providing and applying plaster of Paris putty of 2 mm thickness over it to give a smooth leveled finish, cost shall include all labour, materials, etc. complete all as directed.	85.00		Sqm	

Item No	Description of Item	Quantity	Rate (Rs)	Unit	Amount
6	Wallpaper				
	Providing and pasting wallpaper of approved make on wall surface with necessary adhesive or as per manufacturer's recommendation in approved pattern and designed, etc. complete all as directed. Basic Cost of wallpaper is Rs. 5300 /- per roll (57.5 Sq. Feet) inclusive of GST at Ex-Godown in Nagpur. Note: Measurement shall be taken as per actual consumption at site.	85.00		Sqm	
7	Texture paint				
	Providing and applying approved shade, pattern and surface textured paint over the wall, to give an even shade/ pattern, including all materials, labour etc. complete, including providing and applying Paster of Paris putty of 2 mm thickness to give smooth surface, etc. complete all as directed.	70.00		Sqm	
8	False ceiling				
	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45X15X0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be	70.00		Sqm	

Item No	Description of Item	Quantity	Rate (Rs)	Unit	Amount
	fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of 12 mm thick gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound, jointing tapes, finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and one coats of primer suitable for board, all as per manufacturer's specification and including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as directed by the Bank Rate shall also be inclusive of providing and applying two or more coats of wall putty suitable for board, two or more coats of Acrylic distemper over a coat of suitable primer of approved manufacturer, etc. complete all. Note: The false ceiling shall be in 2 stages in lift lobby area as per existing design. The offset in false ceiling shall be measured for payment.				
	Gross Total in Rs.				
	Amount in words: Rupees only)				

Item No	Description of Item	Quantity	Rate (Rs)	Unit	Amount
	IMPORTANT NOTE: 1. The scheduled items of internal work are as detailed in Tender Part I. The contractors are advised to refer detail specifications, approximate quantities of work in Tender Part I document before quoting the rates. The rate shall be deemed to have been quoted for finished item of work for respective quantities 2. Contractor shall dispose of surplus debris generated due to dismantling and obtain necessary permission for carting debris and disposing of debris at authorized municipal dumpsite at his own cost. No extra payment will be made under any account. 3. Necessary scaffolding while carrying out respective items work shall take in account at all levels and height etc. for satisfactory completion of work and shall be covered properly to avoid any damage. Rates shall be inclusive of above. 4. Equivalent items means equivalent in quality, finish, specification & cost-price. 5. Rates quoted shall be inclusive of all kinds of taxes including Goods and service tax. 6. The payment shall be released after completion of all the scheduled items of work as per the General terms and conditions of the contract. 7. The quoted rate shall include the cost of all operations which may or may not be detailed here but are necessary for satisfactory completion of these items of work. The contractor shall inspect the site and quote his rates for execution of quantity required for entire flat as per specifications. "If any variation is found in the quantity necessary adjustment shall be made in the rate to be quoted & no claim shall be entertained subsequently on all those accounts.				
1	All material, labour, tools and plants to be arranged by the contractor and all test certificates are to be furnished by the contractor including cement, tiles, plumbing, sanitary fitting and paints etc. used for the work.				
2.	I / We have read the terms and conditions with specifications, schedule of quantities and other relevant details pertaining to work and agree to abide by them.				
3.	I/We agree to carry out the above said work for total value(In Figures).....(In Words) at the rates specified in schedule of quantities.				
	Place:		Signature of Tenderer with Stamp		
	Date :				





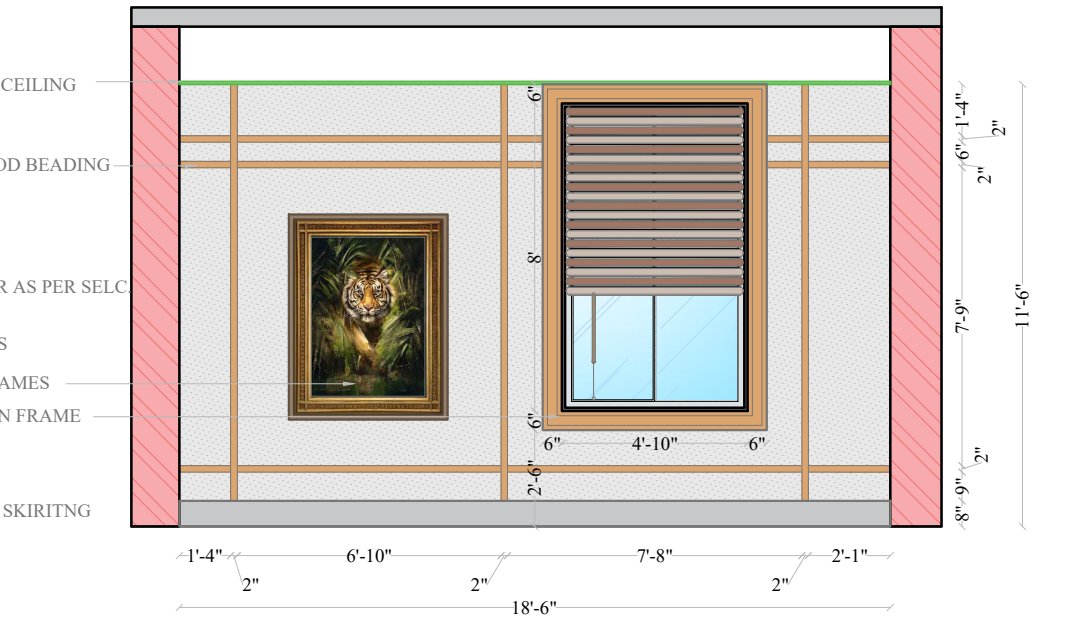
ELEVATION A



ELEVATION B



ELEVATION C



ELEVATION D

