



RESERVE BANK OF INDIA

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NOTICE INVITING TENDER

E-tender- No: RBI/Kochi/Estate/284/21-22/ET/386

Reconstruction of Compound Wall at RBI Staff Quarters Premises, Kaloor, Kochi

Reserve Bank of India, Kochi invites two-part tender by e-tender mode from the Bank's empanelled contractors of RBI Kochi and RBI Thiruvananthapuram for the work of "Reconstruction of Compound Wall at RBI Staff Quarters", Kaloor, Kochi. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All interested eligible empanelled contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

The Schedule of e-Tender is as follows:

a. E-Tender No.	RBI/Kochi/Estate/284/21-22/ET/386
b. Name of work:	Reconstruction of Compound Wall at RBI Staff Quarters Premises, Kaloor, Kochi
c. Mode of Tender	e-Procurement System Online (Part I – Techno - Commercial Bid and Part II - Financial Bid through MSTC portal https://www.mstcecommerce.com/eprochome/rbi)
d. Date of NIT available to the parties to download / View Tender Time	11:00 Hours on January 13, 2022 onwards
e. Date and venue of the Pre-Bid Meeting (Online)	11.00 hours on January 20, 2022 (Online on Cisco Webex Platform)
f. Uploading the outcome of Pre-bid meeting on to RBI website in the form of addendum, corrigendum, etc.	Before 12.00 hours on January 24, 2022.
g. Estimated cost of work	₹46.00 lakh (Rupees Forty-six Lakh) inclusive of GST.

h. Earnest Money Deposit (EMD)	<p>₹92,000/- (Rupees Ninety two thousand only).</p> <p>Earnest Money Deposit shall be deposited by way of Demand Draft/ Bank Guarantee (Proforma attached-Annexure II)/ NEFT favouring Reserve Bank of India, Kochi.</p> <p>The account details for remittance of EMD through NEFT are furnished below: -</p> <p>Beneficiary Name: KOCHIESTATE<space>Your Firm's Name</p> <p>Beneficiary Account Number: 8614038</p> <p>Beneficiary IFSC: RBIS0KCPA01</p> <p>Remarks: Reconstruction of Compound Wall</p>
i. Last date of remittance/submission of EMD	<p>12:00 Hrs. of February 03, 2022</p> <p>(Proof of remittance of EMD through NEFT OR copy of BG shall be uploaded alongwith part -1 documents)</p>
j. Bidding start date of Techno - Commercial Bid and Financial Bid at https://mstcecommerce.com/eprochome/rbi	<p>12.00 hours on January 24, 2022</p>
k. Date of closing of online e-Tender for submission of Techno-Commercial Bid & Financial Bid	<p>14:00 Hrs. of February 03, 2022</p>
l. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	<p>15:00 Hrs. of February 03, 2022</p>
m. Date & Time of opening of Part- II (Financial Bid)	<p>Opening of Financial Bid shall be intimated separately</p>
n. Transaction Fee	<p>Amount as advised by M/s MSTC Ltd.</p>

All interested eligible empanelled vendors are invited to participate in the tender in accordance with the terms and conditions specified in the tender, as per the schedule of tender.

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

(Vijay Kumar Nayak)
General Manager (O-i-C)
Reserve Bank of India, Kochi
January 13, 2021



**RESERVE BANK OF INDIA
PREMISES SECTION KOCHI**

E-tender: RBI/Kochi/Estate/284/21-22/ET/386

TENDER

For the work of

**Reconstruction of compound wall at RBI staff quarters premises,
Kaloor, Kochi.**

Part I (TECHNO COMMERCIAL BID)

	Activity	Date
1	Pre-Bid Meeting	11.00 Hrs. on January 20, 2022
2	Due date for submission of Tender	14.00 Hrs. on February 03, 2022

DISCLAIMER

Reserve Bank of India, Kochi, 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 believe it to be in order, 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 time table 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. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

Name of the Work: Reconstruction of compound wall at RBI staff quarters premises, Kaloor, Kochi.

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Form of Tender

To

General Manager
Reserve Bank of India,
Banerji road,
Ernakulam (North),
Kochi – 682018

Dear Sir,

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

MEMORANDUM

(a)	Name of the work:	Reconstruction of compound wall at RBI staff quarters premises, Kaloor, Kochi.
(b)	Estimated Cost of the work	₹ 46 lakh inclusive of all taxes
(c)	Earnest Money	₹ 92,000
(d)	Time for completion of the work	04 months which shall be reckoned from the 10 th day of issue of written order to commence the work.
(e)	Liquidated Damages for delay in completion of the work	0.25 % of the 'Contract Amount' per week subject to a ceiling of 10% of the 'Contract Amount'.
(f)	Defects Liability Period	One Year from the date of 'Virtual Completion' of the work.

I / We agree to:

1. Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and conditions/provisions of the contract annexed here so far as they may be applicable and take up the work on issuance of Work order.
2. I / we have deposited a sum of ₹ **92,000** as Earnest Money Deposit with the Reserve Bank of India, which amount is not to bear any interest. Should I / We fail to execute the contract or take up the work after accepting work order or 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.
3. Our Bankers are: (Full Address)

(i)	
(ii)	

4. 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 copy of the Power of Attorney should be attached).	

Yours faithfully,

Signature of Contractor (see Note below).

[Note: If the party is a proprietary firm or an individual it should be signed by the proprietor or the individual. If the party is a partnership firm it should be signed by all or on behalf of all the partners. If the party is a private limited firm/ Incorporate Company, the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ **(Copy of the resolution should be attached)**. If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Witnesses:

1) Signature: -----
 Name: -----
 Address-----

2) Signature: -----
 Name: -----
 Address: -----

Instructions to Bidders

1. E-tender (Part I -Techno Commercial Bid and Part II-Price Bid) of the tender should be submitted in MSTC website under RBI Portal for the work of 'Reconstruction of compound wall at RBI staff quarters premises, Kaloor, Kochi' not later than **2:00 PM on February 03, 2022**. No tender will be accepted by MSTC Portal after 2:00 PM on **February 03, 2022**. Pre-bid meeting will be conducted online as per the schedule in NIT on Cisco WebEx platform. Any contractor interested to visit the site may do so on or before the date of the Pre-bid meeting.
2. The Bank discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition / clarification, it shall be separately uploaded in MSTC Portal in their letter head. The clarifications / conditions etc. uploaded if any will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Bank will be intimated to the tenderers. No request for any change in rate or conditions after the opening of the tender will be entertained. However, decision of the Bank on acceptance of conditions put by the bidders is final and binding.
3. Bidders may choose to be present for Tender Opening Event in the Bank's Main Office at scheduled date and time. Part I (Techno-Commercial Bid) of the tender shall be opened at **3:00 PM on February 03, 2022**, if no additional conditions are put forth by the bidders. Part II (Price Bid) shall be opened on a subsequent date and time which shall be intimated to the bidders.
4. All information, correspondence letters, shall be submitted in and addressed to the General Manager (Officer-in-Charge), Reserve Bank of India, Kochi.
5. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period. The rates quoted shall be based on the **Part-II (Price Bid) of tender** in MSTC portal and

shall be firm and binding without any escalation whatsoever till the completion of the contract.

6. For any item, if the rate and amount do not tally with respect to the schedule of quantities, then the amount arrived on the basis of quoted rates shall only be considered.
7. Digital Signatures shall be used to submit the tender. Submission of part-II (price bid) in MSTC Portal may be construed as acceptance of all terms and conditions mentioned in the Tender. Bank discourages stipulation of any conditions by the bidders. However, if bidder wishes to submit any conditions/clarifications, the same indicated in their Letter Head and signed shall be scanned and uploaded in MSTC Portal. Conditions put forth shall be examined by the Bank and decision of the Bank whether to accept the conditions/reject shall be final. Bidders shall keep this in mind and submit their bids accordingly.
8. If any of the document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
9. The vendors shall pay the transaction fee to participate in the Tender. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
10. **Earnest Money Deposit** for a sum of ₹ 92,000 shall be deposited by way of Demand Draft/ Bank Guarantee (Proforma attached-[Annexure II](#))/ NEFT favoring Reserve Bank of India, Kochi on or before **12:00 PM on February 03, 2022**. The account details for submission of EMD by NEFT are as follows. **No interest shall be paid on the said deposit. Tender not accompanied by EMD shall not be considered as bonafide tender.**

Beneficiary Account Number: **8614038**

Beneficiary IFSC: **RBIS0KCPA01**

Remarks: Reconstruction of Compound Wall

11. EMD of the unsuccessful bidders shall be refunded / returned without any interest.
12. The successful bidder shall also submit a Performance Bank Guarantee for 3% of the accepted Contract Value (Format-[Annexure-III](#)), valid for the Contract Period for due fulfilment of the contractual obligations by the contractor. The EMD paid by the successful bidder shall be released without any interest after successful execution of the contract agreement and submission of Performance Bank Guarantee. Performance Bank Guarantee shall be released after virtual completion of the work.
13. The EMD shall not be accepted in any form other than the one mentioned in the tender notice (NIT). The EMD shall be forfeited in case the contractor fails to commence the work awarded to him / them within the prescribed time limit.
14. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque or Cash.
15. On receipt of intimation from the Employer of acceptance of his / their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof the successful bidder shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
16. In addition to the Performance Bank Guarantee for 3% of the accepted 'Contract Value' as per Clause 12 here as above, as a further security for the due fulfilment of the contract by the Contractor, 5% of the value of the work done will be deducted by the Employer from each payment and bills to be made to the Contractors towards Retention Money.

This Retention Money to be deducted plus the Performance Bank Guarantee for 3% of the accepted Contract Value submitted by the successful bidder will be termed as 'Total Security Deposit'. On the Bank's Engineers issuing a certificate of Virtual Completion of the works, the Performance Bank Guarantee for 3% of the accepted 'Contract Value' will be released and balance Security Deposit, (i.e. Retention Money), will be released by the Employer after successful completion of the Defect Liability Period of one year from date of virtual completion of the work including rectification of the defects observed during the Defects Liability Period. This amount retained by the Employer shall not bear any interest.

17. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the Security Deposit if the amount so permits and the Contractor shall, unless such deposit has become in otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
18. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the bank may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank.
19. The Contractor shall carry out all the work strictly in accordance with design & drawings, details, specifications, scope of work, etc. and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer, changes have to be made in the design and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.
20. A Schedule of Probable Quantities in respect of each work and specifications accompany these Instructions to Bidders. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank.

21. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
22. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, double scaffolding, centring, boxing, staging, planking, plant and equipment (viz crane etc.), storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary lines for drawing plumbing and electricity supply arrangements (water and electricity may be made available at the available sources within the Bank's Premises), protection of the public and safety of walls, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding, staging, etc. as occasion shall require or when ordered 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. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.
23. **The rates for each item in Part-II (Price Bid) in MSTC Portal shall be quoted exclusive of GST. Total Amount including GST shall be automatically calculated by the MSTC Portal and the total amount for all the items including the G.S.T will be taken as the total Contract Value.** Each invoice / bill shall indicate amongst other things, the contractor's PAN and GST Registration Number. The contract value will also be subject to TDS / Withholding Tax as per statutes. No claim in respect of sales tax, sales tax on works contract, excise duty, customs duty, octroi or other tax, duty or levy, service tax whether existing or in future shall be entertained by the Employer.
24. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day of issue of written order/Work order to commence the work.

25. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in Clause 27 of the General Conditions of the Contract. The tenderer before commencing the work shall prepare a detailed work programme which shall be approved by the employer. If the contractor fails to continue the work as per the detail work program or fails to deploy labours as required for the smooth flow of the work, Bank reserves right to cancel the contract agreement entered into.
26. 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 Reconstruction 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.
27. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer with the prior consent in writing of the Employer
28. The successful tenderer must co-ordinate, co-operate with the contractors for design, supply, installation, testing and commissioning of lift and other Contractors appointed by the Employer so that the execution of work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer

29. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications, design drawings made by the Bank and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted
30. The successful tenderer should make his own arrangement to obtain all materials required for the work. The materials as far as procurable shall be first / premium quality conforming to latest relevant Indian standards code provisions as mentioned in schedule of quantities.
31. The successful tenderer is bound to purchase the required materials for which the “Basic Price” has been stipulated in the item from the manufacturer approved and selected by the Bank and at the rate approved by the Bank from time to time.
32. 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 the e-tender clauses.
33. Electricity and water shall be provided free of cost for execution of the work at one point within the premises. Contractor shall make their own arrangements for conveying the same to the required locations. The contractor shall, however take care to ensure that no undue wastage of electricity & water is caused. Necessary safety measures shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Bank if any laxity on his part is observed in this matter.
34. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto.
35. IS Code numbers wherever mentioned in the tender shall be the latest version as on the date of opening of tenders.

36. Total Security Deposit (Performance Bank Guarantee + Retention Money) of the successful tenderer will be forfeited if he / they fail to comply with any conditions of the Contract.
37. Errors, Omission and Descriptions: -
- a) Between the description of the item in the General Specifications and the detailed descriptions in the Schedule of Quantities of the same item, the later shall be adopted.
 - b) In case of difference between the rates mentioned in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.
38. Clarifications if any with respect to General Conditions, Special Conditions, Scope of work, specifications, design & drawings or any other matter required for submitting the tender shall be obtained from the Bank during working hours of the Bank, before submitting the tenders. Once a tender is submitted, the matter will be decided according to conditions in the tender in the absence of such authentic pre- clarification.
39. The contractor shall abide by and fulfil all requirements laid down under various provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there-under. If the number of labourers employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all labourers / workmen staff employed by him.

I / We hereby declare that I / we have read and understood the above instructions (Instructions to Bidders) and accept the same.

Date:

Place:

Signature of the Contractor with Seal:

General Conditions of the Contract (GCC)

The Conditions Hereinbefore Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

- a) "Employer"
 - Shall mean the General Manager, Reserve Bank of India, Kochi and shall include its assigns and successors.
- b) "Contractor" In the case of company "Contractor shall mean_____a company incorporated under_____19 / 20 and having its registered office at_____and shall include its successors and assigns.
- c) "Bank's Engineer" Shall means the person appointed by the Employer to act as Bank's Engineer for the purpose of the contract and named as such in the conditions. (Junior Engineer (Tech)/Assistant Manager (Tech)/ Manager (Tech))
- d) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- e) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications, design drawings attached hereto and duly signed etc.
- f) "Specifications" Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the

Engineer.

g) "Notice in writing"

Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

h) "Schedule of Quantities"

Means the priced and completed Schedule of quantities forming the part of Tender

i) "Tender"

Means the Contractor's priced offer to the Employer for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.

j) "Letter of acceptance"

Means the formal acceptance by the employer of the tender

k) "Act of Insolvency"

Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.

l) "Consultant/ structural consultant"

Shall mean consultant appointed by the Bank.

m) "Net Prices"

If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the 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 account shall be held to mean rates or prices so arrived at.

n) "The works"

Shall mean '**Reconstruction of compound wall at Reserve Bank of India (RBI) staff quarters premises, Kaloor, Kochi**' as provided herein

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

2. **Scope of Contract**: The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to". Successful Bidder shall ensure to execute the required quality of work as directed by Banks Engineer and to the satisfaction of the Bank Engineer. It may be noted that, low quality fittings/works shall not be entertained by the Bank just for a reason that

quoted amount is low. It is the responsibility of the contractor to ensure quality of the work irrespective of the rates quoted. In case of non-adherence to above said instructions, Bank shall forfeit/use Bank Guarantee/Retention Money and make good the loss on account of poor quality of the work.

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- 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 inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 & 21 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

3. **Variations to be approved by the Employer:** The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.
4. **Drawings, Schedule of Quantities:** The Contractor shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings and of the specification and one copy of all further Drawings issued during the progress of

the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and the Bank's Engineer, or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications.

5. **Contractor to provide everything necessary at his cost:** 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 Bank's Engineer who shall decide which is to be followed. Between drawing & specifications/ schedule of quantities, schedule of quantities will prevail.
6. **Authorities, notices and patents:** 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 Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause 18 thereof.

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 actions 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.

7. **Setting out of work:** 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, plumb/ verticality dimensions, and alignment of all parts thereof and got approved prior to proceeding of the work. If the contractor fails in their role, any errors/defects shall be rectified at his own expense to the satisfaction of the Bank / Employer.
8. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out test of any materials as per relevant IS provisions through the reputed laboratories prior to use in the work.
9. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank's Engineer may consider necessary until the expiry of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent, qualified and experienced Engineer who shall be constantly in attendance at the works while the men are at work. Any directions explanation, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

10. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Consultant.

11. **Access to works**: The Employer, the Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer, the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Employer or the Bank's Engineer except the representatives of public authorities shall be allowed on the works at any time.

12. **Assistant Manager (Tech)/ Manager (Tech)**: The term "Assistant Manager (Tech)/ Manager (Tech) shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (Tech.)/ Manager (Tech) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Assistant Manager (Tech.), or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.)/ Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects, which may be found to exist at any stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

13. **Assignment and Subletting**: 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 Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

14. **Alterations, additions, omissions etc.:** No alteration, omission or variation shall vitiate this contract except instructions/ notice of employer (through Bank's Engineer) at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of 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. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 and 18 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

15. **Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement specified in relevant IS code.

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 and 18 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.

16. **Sufficiency of Schedule of Quantities**: 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 obligations under the contract, and all matters and things necessary for the proper completion of the works.

17. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Manager (Tech) 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 or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Method of Measurements detailed in the latest relevant IS Codes of practice.

The Contractor or his Agent may at the time of measurement take such notes and measurement as he may require.

All authorized extra works, omissions and all variations made with the Bank's Engineer's instructions, subsequently conveyed in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

18. **Prices for extra etc. ascertainment of**: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority

or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

However, during actual execution of work if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Architects of the project/Banks Engineer and with the concurrence of the employer in excess of 25% of the tender quantity shall be considered as an extra item of work for which the contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the contractor shall not be entitled to any claim on this account.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause 3 hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized 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 in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of 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) hereof.
- (c) Where the extra works are not of similar character and/or quoted 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 the amount of the whole

of the Contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, 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 or the Priced Schedule or 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 (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.
- (e) The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within one month of the completion of the Contract works as defined in clause 22 hereof.
- (f) It is further, clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates, supported by rate analysis worked out based on CPWD schedule of rate analysis or for items not available in CPWD schedule, based on market rate with "actual cost basis", plus 15% towards establishment charges, contractor's overheads and profit. Such items will not be eligible for escalation.

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

Employer Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials

included 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.

20. **Removal of improper work**: The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

21. **Defects after virtual completion**: Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction 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 settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's 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 money 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 32 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 materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 13 and 23 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 provision of this clause and clause 2 hereof. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.

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

23. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

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

(b) That the nominated sub-contractor shall indemnify the contractor

against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

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

24. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion 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.

25. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter-alia any 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, a **Contractors All Risk Policy** 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 also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under Third party liability policy shall be Rs. 2 lakhs per person for any one accident or occurrence and Rs. 5 lakhs in respect of damage to property for any one accident or occurrence subject to an overall ceiling of Rs 10 lakhs. 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 re-build 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 re-building or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall, however, not be entitled to reimbursement by the 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

The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office, the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

a) Workmen compensation policy, (b) CAR Policy, (c) Third party Liability policy

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

27. **Liquidated damages for non-completion**: If the Contractor fails to complete the works within specified time period in Memorandum. or within any extended time under Clause 28 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" and the Employer may deduct such damages from any money due to the Contractor. Levy of Liquidated damages shall be considered based on nature of delay and decision of the Bank is final and binding on the contractor.

28. **Delay and extension of time:** If in the opinion of the Employer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 2 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work. Decision of the Bank to decide genuineness of the delay shall be final and binding on the contractor.
29. **Contractor's failure to comply with Employer's instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

30. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions 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 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, first 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 Contractors.

Or shall assign to 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 or which may become due to the Contractor hereunder.

Or if the Bank's Engineer 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 progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work 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 receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or

- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the 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, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank 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 of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the

amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

31. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to terminate 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 or 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 18 hereof.

32. **Certificates and Payments:**

a. The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the Appendix as 'Value of work for Interim Certificates' (or less at the reasonable discretion of the Bank) has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as 'Retention Percentage for Interim Certificates' until the total amount retained shall reach the sum named in Appendix as 'Total "Retention Money' after which time

instalments shall be up to the full value of the work subsequently so executed and fixed in the building. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix as 'Instalment after Virtual Completion' being a part of the said Total Retention money. And the Contractor shall be entitled to the payment of the final balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as the 'Defect Liability Period' in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under Clause 2 and 21, in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

- c. The Bank's Engineer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.
- d. The Bank's Engineer may make any correction in any previous Certificate which shall have been issued by him.
- e. No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.
- f. Payment upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as 'Period for honour of Certificates' after such Certificates have been delivered to the Employer

The following terms of payment only are applicable for the work.

On account bills shall be made as under:

Detailed item-wise measurement will be taken, and payment shall be made based on completion of specific item of work based on the quoted rate. All payments shall be subject to recovery of 5% towards Retention Money & TDS as per the statutory requirements. Contractor shall note that the interim value of work done towards payment of running bill is ₹ **15 lakh**.

33. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring 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 sum ought to have been paid by the Employer until the payment.

34. **Matters to be finally determined by Bank**: The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clause 2, 4, 7, 8, 13, 17, 18, 19, 20, 21, 22, 28 (a, b, c, d, e, f) hereof (which matters are herein referred to as the expected matters) shall be final and conclusive and binding on the parties hereto and

shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

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

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

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

entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

36. **Right of technical scrutiny of final bill:** 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 recover 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.

37. **Employer entitled to cover compensation paid to workmen:** 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 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 shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.
38. **Abandonment of works:** If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
39. **Return of surplus materials:** Notwithstanding anything to the contrary contained in any or all the clauses of this Contact, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose 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 Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of GST and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.
40. **Non-Disclosure Clause:** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems / equipment etc, which may come to the possession or knowledge

of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this Agreement is 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.

41. Right of employer to terminate contract in the event of death of Contractor if individual:

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

- (i) The contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed thereunder.
- (ii) The contractor should ensure payment of minimum wages to all labourers/workmen staff employed by him. Contractor should submit a certificate to the effect that, he has actually paid all the dues of all the labourers of all descriptions engaged by him for completion of the awarded job/work/project at the rate which is not less than the one prescribed under Minimum wages Act, 1948 and he has complied with the provisions of CLRA

Act with regard to providing the essential amenities to the contract labourers. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate.

42. Sexual Harassment of women at work place

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

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

b. The contractor shall be responsible for any monetary relief that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.

c. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

d. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

43. Contractor shall ensure that the instructions/ directions issued by Central as well as State Government, and also by the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. Workmen from containment area or under quarantine should not be deployed for work. Further, you are required to closely monitor the staff deployed to the Bank and in case of any staff/family member of staff is found 'Covid' infected, action to

be taken to replace the staff concerned at once. Staff should be sensitized to follow strict social distancing norms while they remain deployed. You shall provide them with necessary gloves, masks, sanitizer, etc., and personal protective equipment (PPE), if necessary, at no extra cost to the Bank. Further, you shall indemnify and keep indemnified the Bank from any financial/ legal liability arising out of your failure, fault or negligence in complying-with the above instructions. Any delay in the work due to COVID-19 restrictions/any other reasons may be immediately intimated in writing to the Bank so as to take appropriate decision.

I/We hereby declare that I/we have read and understood the above conditions (General Conditions of the contract.) and accept the same.

Date:

Place:

Signature of the Contractor with Seal:

APPENDIX HEREIN BEFORE REFERRED TO

1	Defects liability Period (DLP)	12 months from the date of issue of virtual completion certificate.
2	Period of final measurement	1 month from the date of virtual completion.
3	Earnest Money Deposit (EMD)	₹ 92,000
4	Release of EMD	After award of work and submission of performance Bank Guarantee by the successful bidder.
5	Date of completion	4 months from the tenth day of the issue of work order
6	Rate of Liquidated Damages (LD)	0.25% of the contract value per week of delay subject to a maximum of 10% of the total accepted contract value.
7	Performance Bank Guarantee (PBG)	3% of the contract value
8	Release of PBG	After virtual completion of work
9	Value of work for Interim Certificate	₹15 lakh per bill.
10	Retention Money (RMD)	5% from each bill
11	Release of RMD	On completion of Defect Liability Period.
12	Period of honoring interim certificate	15 days from date of receipt of complete bill along with all the documents as specified.
13	Period of honoring final certificate	45 days from date of receipt of complete bill along with all the documents as specified.
14	Interest for delayed payment	Three percent per annum.

I have read and accept above indicated terms and conditions indicated in “Appendix Herein Before Referred to”

Date:

Place:

Signature of the Contractor

SPECIAL CONDITIONS OF THE CONTRACT

1. The tenderer may please note that, the work has to be carried out in the normal working hours. Therefore, entire work involved shall be carried out with least disturbance to Bank's Staff/ other agencies and also day-to-day cleaning of the debris
/ dust generated has to be done by the Contractor without any extra cost to the Bank.
2. The tenderer shall use only approved materials as specifically stated in the Schedule of Quantities/Approved list of materials. The Bank will be at liberty to choose any brand of materials from the approved brand names in the list. Samples of any materials used in any of the works should be got approved by Bank's Engineer or his representative before proceeding with bulk purchase.
3. Wherever contractors propose to use equivalent make, the same shall be done with prior approval of Banks Engineer in writing. Any additional expenditure and time due to this shall be solely on contractor's account and no claims what so ever shall be entertained in this regard. All the materials shall be first/premium quality confirming to relevant IS standards.
4. Materials brought to the site shall be intimated to the Bank's Engineer immediately for inspection of quality and measurement of quantity of the materials. This quantity of the material brought at site and consumed shall be cross checked with the actual requirement as specified in the technical specification of the work.
5. The contractor shall submit a properly planned & prepared work programme to the Bank before commencement of the work so as to enable the Bank to intimate other agencies in advance for smooth working, progress and coordination and the time schedule in the work programme should be strictly adhered to.
6. 4 months period of completion mentioned in the tender is inclusive of

holidays /Sundays / Saturdays falling within in the contract period. However, if the Contractors wish to work on Saturdays / Sundays, they shall be permitted to work with prior approval of the Bank. The contractors shall comply with statutory requirements to work on holidays at their own risk & cost and indemnify the Banks for any risks associated with it.

7. The Contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Bank & also have to subject themselves to the security restrictions imposed by the Bank.
8. The Contractors shall be responsible for safety & security of their materials / labour & fire safety at all the times as per the Safety & Fire Safety Codes provided hereof.
9. No lapses from the Contractors side, which may cause damage to the property and injury to the occupants/neighbours in the opinion of the Bank's Engineer, shall be permitted. Any damage caused to any of Bank's property shall be made good by the Contractor at their own cost.
10. No labourers shall be permitted to stay inside the campus after working hours.
11. The Contractor should have valid labour license from the Labour commissioner as per their applicability. The contractor shall maintain record of number of laborers deployed for the work and these details shall be furnished to the Bank on demand without fail and also, contractor shall ensure minimum wages to the laborers employed.
12. The contractor shall post a qualified supervisor on site for management of day-to-day work.
13. Rate quoted should include for all necessary testing of materials as required and directed by Bank's Engineer.
14. The successful tender shall also be responsible for safety & security of their

materials & also for ensuring fire prevention steps at all the times in working premises including their part of work.

15. The contractor shall furnish Computerized Measurement Book (MB) in A-4 size pages duly machine numbered. The contractors shall incorporate necessary corrections in these sheets as directed by Bank's Engineer. After making necessary correction the contractor shall submit new copies. All pages of the finalized computerized MB sheets, after due check / test check measurements shall have full signature with date of the authorized official of the contractor. The measurement sheets approved as 'final' shall be bound in the form of a MB at the cost of the Contractor and submitted to the Bank.
16. Mode of measurement shall be as prescribed in schedule of quantities. Wherever it is not specifically stated it shall be as per IS 1200. If it not specified in both then it shall be as per CPWD General Specification of Works.

SPECIFICATIONS FOR PILE FOUNDATION

17. The execution of the pile foundation shall conform to IS 2911 (Part 3): 1980 with latest amendments.
18. The pile shall be bored, cast - in - situ as per IS 2911 (Part 3) : 1980
19. The specifications for safe allowable load test, total settlement, total deformation, net settlement, etc. shall be as per IS 2911 (Part IV) : 2013.
20. The design capacity of bored cast-in-situ pile is shown below:
500 mm diameter -12 tonne
21. The correctness of setting out of the compound wall as per the drawings will be the sole responsibility of the Contractor. The materials required for setting out like pegs, bricks, strings etc. will have to be procured by the Contractor. Total station method to be used to set out the pile points to the site. The checked measurement after pile is cast, and any difference noted shall be informed to Bank's Engineer/ structural consultant.

22. The Contractor has to withdraw the boring equipment's to conduct the SPT without any extra claim.
23. The work shall be carried out without causing any damage to the neighbouring structures and in the event if any such damage occurs, it shall be the responsibility of the Contractor to make good all the damages at his own cost and also to face any legal action arising thereafter because of the damage caused by him.
24. The Contractor has to ensure perfect workmanship and careful maintenance. Care has to be taken to achieve the items given below :-
- a) The cut-off level of the pile cap will be decided as shown in the drawing.
 - b) Bulbs as shown in the drawing shall be made conforming to IS 2911 (Part3).
 - c) Use of drilling mud (Bentonite) in stabilizing the sides of the bore holes is required for all piles. The consistency of Bentonite suspension shall be as per IS 2911. The contractor cannot claim any extra cost on account of the use of Bentonite for piling. The Bentonite shall be used wherever so instructed by the Bank's Engineer.
 - d) The hopper (funnel shaped) and tremie has to be a closed system through which water cannot pass. The tremie pipe has to penetrate well into the concrete with an adequate margin of safety.
 - e) The hopper shall be large enough to contain sufficient concrete, so that the first charge can be managed with an adequate margin of safety.
 - f) The pile log has to record clearly showing all activities with time. The quantity of cement used in each pile should also be recorded and signed by the Contractor and the Site Engineer which will form the basis for calculating cement actually used.
 - g) Supervising of the piling execution by the contractor has to be very meticulous.

- h) Contractor and his site Engineer shall study the structural drawings and relevant Architectural/ service drawings and any discrepancy found shall be reported to the Consultant before the execution.
25. Piling done from the existing ground level which is lower than proposed filled formed ground level. Piles chipped and pile cap developed in such a way that multiple pile cap project done at the existing ground level as per the drawing.
26. Sounding with piano wires to be used to ensure horizontal pile bottom.
27. All log books and quality control reports to be maintained at the site supervised by an experienced civil engineer. Time log to be maintained for boring and casting activity of all pile
28. CONCRETE :
- i) The concrete shall be of grade M30 mix with 20 mm and downgraded coarse aggregate as stipulated in IS 456 and IS 2911 (Part -3), with minimum cement content of 400 kg/cum of concrete.
 - ii) Cube tests are to be done. There shall be one set of 3 cubes minimum per every 20 cum cement concrete or part there of used at site and shall be tested on 7th or 28th day.
 - iii) Water- cement ratio of concrete is maintained properly by monitoring the slump of concrete of 160mm.
 - iv) Acceptance criteria for concrete tested after 28 days shall be as per IS 456: 2000.
 - v) Concrete shall be tested as per IS Code 516 -1959 (latest revision)
 - vi) The quantity of the concrete required for the depth of particular pile shall be calculated on the spot as per the structural drawings and checked with the actual quantity of concrete used.

- vii) The concrete will be machine mixed. Materials and method of manufacturing cement concrete shall be as IS 456: 2000 and IS 2911.
- viii) Under water concreting shall be done as per IS 456 -2000 and IS 2911. Concrete is to be placed in pile only by Tremie method ensuring that tip of the Tremie is at least 500 mm below the top of concrete at any time. The top of concrete in a pile shall be brought above ground level to permit removal of laitance and weak concrete before capping and to ensure good concrete at the cut - off level for proper embedment in to pile cap. The quantity of overflow will be decided by the Engineer in Charge.
- ix) Necessary super plasticizers of approved make shall be added in required quantity to ensure adequate water cement ratio.

29. CONCRETING:

- x) Pouring of concrete shall be done in hopper. Entire process shall be confirming to IS 2911-(part 3). Every concrete poured at site should be done only after the inspection and supervision of owner's authorized quality control engineer / site engineer
- xi) Withdrawal of Tremie pipe shall be done in such a way that no necking or shearing of the concrete takes place. The concrete in the tube shall have to be compacted by periodic hammering of the Tremie tube.
- xii) The structural drawings should be followed for the reinforcement details. The binders may be welded to main vertical reinforcement. Successive cages to have 50d lap and to be adequately tack welded. Reinforcement of piles shall be kept at 1m below ground level for a length of 50d for proper bondage with the pile cap.

30. The maximum length of the Tremie pipe should be 1.5 m and the minimum diameter inside shall be 200mm. The Tremie bottom pipe length should be 2m.
31. The pile points should be correctly marked as shown in the structural drawings in reference with the column centre line drawings supplied by the consultants. The correctness of the pile points shall be the sole responsibility of the Contractor. If any pile, during driving or boring has deviated from the designed position or from the verticality or if the same allowable load of the pile is not obtained as per the design, all these facts shall be reported promptly to Bank's Engineer / Consultant during the execution of the work with suggestions from the contractor regarding adequate corrective measures. The Consultant shall consider the suggestions of the Contractor and shall give necessary directions for the corrective measures which will be done by the contractor at his own cost and risk. However, if certain piles are rejected by the Bank / Consultant on account of their defects, the Contractor shall reinstall additional piles with proper change without any extra cost. The Consultant may allow the rejected piles to be left in their places and additional piles may be installed to take up the safe working load of the rejected piles, without any extra cost, if he considers it feasible and correct. If any such change involves additional expenditure due to increased size of pile cap, etc. the same will also be borne by the Contractor. The contractor should submit an as-built drawing of Pile head locations after cleaning and dressing the Pile heads.
32. No payment will be made for rejected piles and also the cost of materials like steel and cement supplied by the Owner shall be reclaimed from the Contractor.
33. In the finishing of pile heads, the clearance of the reinforcements in the pile cap and the keying of the pile head in to the pile cap shall be as given in IS 2911 (Part 3).
34. The Contractor shall prepare a rig movement chart with date and shall get it approved by the Bank's Engineer and shall strictly adhere to the same during piling.

35. The rate shall include in addition to all conditions and specifications mentioned in the Tender and Technical drawings, all reinforcement fabricating and placing charges, for conducting Standard Penetration Tests whenever and wherever required, conveyance and all kinds of labor needed for all materials for piling work etc. complete but excluding the cost of cement, steel and all other materials and also including the charges for unloading, storing and safe custody of cement, steel and any other material provided by the Owner in the site premises. The bored mud shall be removed from the site from time to time at Contractor's expense. Night shift working will not be allowed.
36. The Contractor shall at all times keep the site under good housekeeping by stacking steel cut offs , empty cement bags and other tools and tackle and clean the site of all debris on the completion of the work within a maximum period of three calendar days.
37. The Contractor shall be responsible for the safety of all employees and / or workers employed or engaged by him on and in connections with the workers and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring to the Owner or his representatives and shall make every arrangement to render all possible assistance and aid to the victims of the accident.
38. It is the Contractor's responsibility to maintain proper discipline and good behavior of the labourers and the staff, and the owner reserves the authority to expel any laborer or staff of the contractor from the site for misconduct or misbehavior.
39. Materials before used in the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests as per relevant Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his representative.
40. Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for at any time by the Bank's Engineer.

41. The costs of all the tests shall be borne by the contractor.

42. **CONDUCTING ROUTINE TESTING OF PILES (If Required)**

- a. Load test shall be conducted by the piling Contractor on the piles selected by the Bank appointed Structural Engineer. Vertical load testing shall be carried out as per procedure laid down in IS Code of Practice for Design and Reconstruction of pile foundation- Part IV load test on piles IS 2911 (Part IV)- 2013.
- b. The test shall be considered satisfactory if the safe load from the vertical load test with settlement not exceeding 12mm works out to be not less than one and a half times safe bearing capacity of the pile and the behavior of the pile or pile group during the period of testing does not disclose any defects.
- c. If the pile or group does not satisfy the above conditions for accepting the same as satisfactory, the corrective measures shall be carried out as directed by the Consultant. If it is necessary to reject the pile and provide entirely additional piles as corrective measures, the Contractor shall do so. If the Consultant consider it necessary to extract any rejected piles, the same shall be extracted and fresh pile reinstalled in the place. The additional expenditure incurred by the Contractor for such corrective measures shall be borne by the Contractor himself.
- d. The rates for tests, include arranging of necessary labour, testing equipments kentledge, R.S joists, concrete blocks or any other loading materials etc. required for loading the platform for successful testing of piles or group of piles and removing the same from the site after the test is completed and clearing the site to the satisfaction of the Engineer in Charge and no extra payment shall be made on this account.

I/We hereby declare that I/we have read and understood the above conditions (Special Conditions) and accept the same.

Date:

Place:

Signature of the Contractor with Seal:

Safety Code

1. There shall be maintained in a readily accessible place with first aid appliances including adequate supply of sterilized dressings and cotton wool.
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 work that cannot safely be done from ground. The workers shall wear necessary PPE (Personnel Protection Equipment's) while working.
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 the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing/ barricades and lighting.
6. Workers employed on mixing and handling material such cement mortar or concrete , steel reinforcement and lime mortar etc. shall be provided with protective footwear and rubber hand- gloves.
7. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
8.
 - i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
 - ii) Suitable face masks shall 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.
9. All the machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
10. Safety belts shall be provided by the contractor and used by the workmen while working from height of more than 3 metres from ground level.

11. Any other safety norms to be followed for the work shall be as per relevant Standards/ Reconstruction practices.

I / We hereby declare that I/we have read and understood the safety code and accept the same.

Place:

Date:

Signature of the Contractor with Seal:

Fire Safety Code

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
2. LPG used in 'oxy-acetylene' gas cutters shall be 'industrial type'.
3. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
4. Electrical power cables/wires used shall not have any joints and shall be properly rated.
5. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
6. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
7. Two buckets of water and sand shall be kept in an easily accessible area on the site.
8. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
9. Used paint drums shall be stored in specified store only after closing them properly.
10. None of the fire extinguishers shall be removed/shifted from its designated location.
11. Power supply shall be switched off from the mains when equipment is not in use.
12. 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.
13. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
14. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

15. All the electrical/mechanical/electro mechanical appliance shall be connected to sufficiently rated circuit breakers before tapping to a power source.

I / We hereby declare that I/we have read and understood the fire safety code and accept the same.

Place:

Date:

Signature of the Contractor with Seal:

List of Materials of Approved Brand and/or Manufacturer(s)

Sl. No	Material	Make
1.	Ready Mixed Concrete (RMC)	A.C.C, Ultratech or approved equivalent.
2.	Cement	ACC, Ultratech or approved equivalent
3.	White Cement	Birla White, J.K. White or approved equivalent
4.	Paints, Primers, thinners, etc.	Berger Ltd, Asian Paints Ltd., ICI Ltd or approved equivalent
6.	Mild Steel Structural Sections	Tata Steel, JSW Steel, Vizag Steel, SAIL or approved equivalent
7.	TMT Steel Reinforcement	JSW Steel, Tata steel or approved equivalent

I / We hereby declare that I/we have read and accept the materials of approved brand and/or manufacturer.

Place:

Date:

Signature of the Contractor with Seal:

Notes for Schedule of Quantities

1. The Schedule of Quantities shall be read in conjunction with the specifications, Tender drawings and contract documents. Contractor shall not rely merely on the description given in the Schedule of Quantities.
2. Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for bidding. The actual quantities of work shall be ordered by Employer as per the schedule of quantities for the work. No claim shall be entertained from Contractor if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. The Employer reserves the right to modify any aspect of the scope of Tender at any time during the course of work.
3. Quoted Prices shall be in Indian Rupees only.
4. Unit Rates shall be submitted for all Items and they shall be firm for the entire duration of the contract and any approved extended period.
5. The quantities of work actually carried out against each item shall be measured and paid at the rates quoted in the Schedule of Quantities where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.
6. Bidder shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.

I / We hereby declare that I/we have read and accept the materials of approved brand and/or manufacturer.

Place:

Date:

Signature of the Contractor with Seal:

Un-Priced Schedule of Quantities

<u>Name of the Work: Reconstruction of compound wall at RBI staff quarters premises, Kaloor, Kochi.</u>			
Item	Description of item	Quantity	Unit
1	<p>Carefully breaking/ demolishing the RCC work manually/ by mechanical means including stacking of reinforcement bars, MS angles along with barbed wires and disposal of debris / unserviceable material from the Bank's premises etc. complete all as directed by the Bank's Engineer. This item shall be operated for entire thickness of collapsed / tiled RCC compound wall and Beam.</p> <p>The rate shall be inclusive of stacking the rebate items like reinforcement bars, MS angles , barbed wires etc., levelling of existing ground area and disposal of debris etc. away from Bank's premises, elsewhere at areas permitted by municipal / corporation authorities, etc. all complete as directed by the Bank's Engineer.</p> <p>The tenderer must verify the site before quoting for the said item.</p>	48	Cum

2	<p>Carefully dismantling the existing brick masonry work manually/ by mechanical means of any thickness , lowering the dismantled materials, carting away and disposing off the debris from the premises etc. Complete as directed by the Bank's Engineer.</p> <p>The rate shall be inclusive of stacking the usable items, levelling of existing ground area and disposal of debris etc. away from Bank's premises, elsewhere at areas permitted by municipal / corporation authorities, etc. all complete as directed by the Bank's Engineer.</p> <p>The tenderer must verify the site before quoting for the said item.</p>	4	Cum
3	<p>Carefully removing the existing MS fencing along with chain link and stacking the dismantled material as directed by the Bank's Engineer (Appx. Qty. 192 sqm)</p> <p>The rate shall be inclusive of stacking the dismantled MS angle, chain link etc. material and disposal of debris etc. away from Bank's premises, elsewhere at areas permitted by municipal / corporation authorities, etc. all complete as directed by the Bank's Engineer.</p> <p>The tenderer must verify the site before quoting for the said item.</p>	1 JOB	Lump Sum

4	<p>Pile work: Boring with helical auger and manual boring with suitable piling rigs, providing and installing cast in situ single under reamed piles of specified diameter and length below pile cap in M-30 cement concrete with minimum cement content of 400 Kg/cum, excluding the cost of steel reinforcement but including the cost of boring, cost of concrete, labour charges for pouring concrete, the length of the pile to be embedded in pile cap, mobilization and de-mobilization charges, shifting, all tools and tackles, sundries, all machineries, disposal of bore muck at the risk of the contractor, etc. all complete as per drawings.</p> <p>Diameter of pile: 500 mm</p> <p>Note: Length of pile for payment shall be measured from bottom of pile cap to the depth of pile. Depth of pile indicated in drawings are approximate may vary as per site conditions.</p>	175	m
5	<p>Chipping the concrete of cast-in-situ piles of 500 mm diameter to the required depth to correct lines and levels from the top of pile to cut-off level, exposing the reinforcement rods and cleaning the same, collecting, conveying and removing the debris out of the site at the risk of the contractor etc. complete as directed by Bank's Engineer.</p>	40	m
6	<p>Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches, plinth beam, pile cap etc. including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil back filling , disposal of surplus excavated soil, watering, back filling and compacting etc. complete as per drawings and as directed by the Bank's Engineer.</p>	125	Cu m

7	Providing and laying in position plain cement concrete of M20 grade using 20 mm and down size hard granite coarse aggregates for foundations, plinth beam base, etc. as per drawings including the cost of compaction, curing and form work, centering /shuttering, etc. complete as directed by Bank's Engineer. Rate shall include adding approved make water proofing compound to the concrete as per the proprietary specifications.	10	Cu m
8	RCC work below plinth level- Providing and laying in position reinforced cement concrete (RCC) of M30 grade using 20mm and downsize hard granite coarse aggregates for pile cap and plinth beam as per approved drawings including the cost of centering, shuttering & the required form works, curing, compacting, vibrating, finishing, removal of form work excluding the cost of steel reinforcement (steel reinforcement will be measured separate item), etc. complete as per drawings and as directed by Bank's Engineer.	45	Cu m
9	RCC work above plinth level- Providing and laying in position reinforced cement concrete (RCC) of M30 grade using 20mm and downsize hard granite coarse aggregates for column, retaining wall, beam, lintel, etc. above plinth level as per approved drawings including the cost of centering, shuttering & the required form works, curing, compacting, vibrating, finishing, removal of form work excluding the cost of steel reinforcement (steel reinforcement will be measured separate item), etc. complete as per drawings and as directed by Bank's	32	Cu m

10	<p>Providing, placing and tying in position Steel reinforcement with Thermo-Mechanically Treated (TMT) bars of grade Fe-500D, of approved make, different diameters as per drawings for all R.C.C. works including piling works (which are circular in shape) straightening, cutting, bending, placing in position, tying with soft drawn annealed binding wire of 20SWG (not less than 1mm with 2 strands), providing and placing approved cover blocks of various thickness, rate shall include wastages , etc. all complete., as directed by Bank's Engineer. The rate shall applicable for all diameter of bars as per drawings.</p>	12500	kg
11	<p>Providing and constructing cement concrete solid block masonry 15 cm / 20 cm thick in C.M 1:6 (1 cement : 6 coarse sand) using pre-cast solid block of size 30x20x15 cms or nearest available size and approved quality including scaffolding, raking out of joints, curing, cost and conveyance of all materials, labour, lead, lift, etc. complete as per drawings and directed by Bank's Engineer.</p>	20	Cu m
12	<p>Barbed wire fencing-Fencing with MS angle iron post placed at required distance embedded in cement concrete blocks as per the drawings, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of angle posts, struts and concrete work shall be paid separately). Payment to be made per metre cost of total length of barbed wire used.</p>	1100	m

13	Providing, fabricating and fixing in position MS angle post & strut of required size as per drawing including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10 mm dia. etc. complete. The rate shall inclusive of providing applying zinc cromate metal primer followed by two coats of synthetic enamel paint of approved make etc . all complete as per drawings and directed by Bank's Engineer.	320	kg
14	Plastering with cement mortar 1:4 (1 cement, 4 Sand) 15 to 20mm thick one coat floated hard and trowel led smooth for retaining/ masonry walls, columns etc. including cost and conveyance of all materials to site, labour charges, watering for curing, hire charges for scaffolding for required height of building etc. complete as directed by Bank's Engineer.	475	Sq m
15	Painting work- Prepare the plaster surface of the wall / column/ beam, filling of surface cracks, applying putty to make up the inundations, unevenness wherever necessary and providing and applying two or more coats of exterior grade acrylic emulsion paint of approved make, shade and quality to the exterior surfaces of walls / R.C.C members, over an under coat of approved make and quality primer as per manufacturer's specifications and as directed by Bank's Engineers, at any height. The surface shall be got approved by Bank's Engineer before applying succeeding coat of primer/ paint. The rate shall also include carefully opening up the cracks developed on plaster surface in 'V' shape and filling them with approved quality and make crack filler materials, etc. complete all as per site conditions and as directed by Bank's Engineer.	475	Sq m

16	<p><u>Providing, fabricating and fixing in position Steel gate:</u></p> <p>Providing , fabricating and fixing in position Steel Gate using 50x50x2.0 mm GI hollow section for framework & intermediate horizontal supports of 2 nos., with supporting GI weld mesh of size 65mmx65 mm x 5 mm thick including providing and fixing M.S. Kundu of 250 mm, heavy duty MS aldrop of size 250 mm long, 4" heavy duty MS fixed pin weld-on hinges(3 nos.), tower bolt and including Cost of necessary tools & materials, fabrication and welding Charges, One coat of Zinc Chromate Primer and Two coats of Synthetic Enamel Paint etc., Complete as directed by Bank's Engineer.</p> <p>Gate Size: 2.4x1.2 m.</p> <p>The rate shall inclusive of providing , cutting , fabricating and fixing in position 8 mm thick MS plates of size 150x150 mm (3 nos for fixing weld-on hinges) on column surface including drilling of holes at four corner , fixing with suitable anchor fasteners in RCC, labour, tools, welding charges, providing and applying One coat of Zinc Chromate Primer and Two coats of Synthetic Enamel Paint of approved make etc., Complete as directed by Bank's Engineer.</p>	1	No
17	<p><u>Rebate:</u> Rebate towards the salvage value of materials, taking away by the contractor, which are disengaged/ dismantled and stacked as per item no. 1 & 3.</p>	1 Job	Lump Sum

Note: All the bidders have to enter rate per unit exclusive of GST in MSTC Portal for all the items and total amount including GST will be calculated by system automatically.

ANNEXURES

Annexure-I

Articles of Agreement

Articles of agreement made on between Reserve Bank of India, Banerji road, Ernakulam(North) , Kochi-682018 having its Central Office at Mumbai (hereinafter called the 'Employer') on the one part and (hereinafter called the 'Contractor') on the other part.

Whereas the contractor has agreed to carry out the work **“Reconstruction of compound wall at RBI staff quarters, Kaloor, Kochi”** for a total cost of ₹(Rupeesonly) (inclusive of GST), as per the terms and conditions stipulated in the Tender:and work order :.....(**all of which are collectively hereinafter referred to as “the said Conditions”**)

NOW IT IS HEREBY AGREED AS FOLLOWS:

The Contractor shall submit the required insurance policies as per said conditions valid till completion of the work. Non-adherence of this condition forces the Bank to take insurance policies and deduct/recover the premium from any bills to be paid and the Contractor will accept the same without demur. Also, the Contractor shall submit performance bank guarantee for value indicated in work order valid for the contract period. The Contractor will not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipment, etc. which may come to his possession or knowledge during the course of discharging the contractual obligations in connection with this agreement to any third party and will at all times hold the same in strictest confidence. The Contractor will 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 will 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 will 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 will be entitled to claim damages and pursue legal remedies.

The Contractor will take all appropriate actions with respect to the employees of the Contractor 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.

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

The Bank 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.

The said Conditions shall be read and construed as forming part of this agreement and the parties here to shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained. All the required documents as mentioned in the terms and conditions of the work shall be submitted on demand by the Bank.

The plans, agreement and documents mentioned herein shall form the basis of this contract. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the work "**Reconstruction of compound**

wall at RBI staff quarters, Kaloor, Kochi” and to be paid for according to actual measured quantities at the rates quoted in the Schedule of Quantities and/or as provided in the said Conditions.

The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil 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.

The Bank reserves to itself the right of altering the Drawings (if any) 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.

Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to complete the work within 4 months from the 10th day of date of issue of work order:

All payments by the Bank under this Contract will be made only at **Kochi**.

The contractor/Agency shall be solely responsible for full compliance with the provisions of “The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employees 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.

- (a) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (b) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee

of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

(c) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

(d) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

It is hereby agreed that the agreement is deemed to have taken effect from and valid upto virtual completion of the work (date as observed/decided by the Bank) and only courts in Kochi City shall have jurisdiction to determine the disputes, if any, arising out of this Agreement.

The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

- i) Any claim arising out of third-party loss / damage to life or property caused by / during execution of the work.
- ii) Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.
- iii) Any claim due to non-compliance of applicable PF / Labour laws, ESI or any rules or regulations etc.

Contractor shall submit all necessary documents in support of compliance to various labour laws. Final payment shall be done on submission of necessary documents.

That the several parts of this Contact have been read by the Contractor and fully understood by the Contractor.

Signed and

Delivered by:

Reserve Bank of India

Contractor / Agency

In the presence of witnesses, with name and address

1.	1.(Signature)
.....
.....
..	
2.2.
(Signature)
.....
.....
.....

(For the Employer – RBI)

(For the Contractor / Agency)

Annexure-II

Proforma of Bank Guarantee for Earnest Money Deposit (EMD)

The General Manager (Officer-in-charge)
Premises Section
Reserve Bank of India Kochi

Dear Sir / Madam,

**Name of Work: Reconstruction of compound wall at RBI staff quarters,
Kaloor, Kochi**

WHEREAS

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

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees only) as Earnest Money Deposit (EMD). M/s. (Name of the Tenderer / Bidder)_____, (hereinafter called as 'the Tenderer / Bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. (Rupees only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

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

obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees

_____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that:

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees Only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as

provided hereinabove on the _____ or on the day when our said constituents

comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf

of Authorised

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).

Annexure-III

**Proforma of Performance Bank Guarantee for due fulfilment of terms
and conditions of the contract**

The General Manager (Officer-in-charge)
Premises Section
Reserve Bank of India Kochi

Dear Sir/Madam,

**Name of work: Reconstruction of compound wall at RBI staff quarters,
Kaloor, Kochi**

WHEREAS Reserve Bank of India Kochi , having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to____(Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns.

AND Whereas the Contractor is bound by the said contract to submit to RBI a Performance Security for a Total amount of ₹____(Rupees _____only) for due fulfilment by the said contractor of the terms and conditions contained in the contract. We,__(Name of the Bank),(hereinafter called the "Bank"), at the request of M/s_____, the contractor, do hereby undertake to pay to RBI an amount not exceeding ₹_____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract. NOW THIS

GUARANTEE WITNESSETH

1. We_____(name of the Scheduled Bank) do hereby agree with and undertake to the RBI, their successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations

under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor, we shall on demand by the RBI, pay without demur to the RBI a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee amount for the due performance of the obligations of the Contractor under the said contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and conform that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week, from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement of agreements or other understandings between the RBI and the Tenderer.

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

5. We hereby further agree that:

(a) Any forbearance or commission on the part of the RBI in enforcing

the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time

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

(b) Our liability under these present 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/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force up to _____ months from_____provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said 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 months from that date under clause (d) above or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all-over obligations and liabilities hereunder.

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

For and on behalf of

(Seal of the Scheduled Bank)

Signature of the Authorized

Bank Official (Name,

designation, stamp/seal etc.)

Note - 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.

Annexure-IV

LIST OF DRAWINGS

General layout plan:

1. [Site layout plan, RBI staff quarters, Kaloor](#)

Structural drawings:

2. [Drawing No: SOI/RK \(Sheet 1 of 2\): Pile layout plan and compound wall details](#)
3. [Drawing No: SOI/RK \(Sheet 2 of 2\): Plinth beam & retaining wall layout plan](#)
4. [Drawing No: SO2/RK dated 11/12/2021: Pile layout plan at community hall location](#)

Annexure-V

Important Instructions for E-Tendering

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

1 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 www.mstcecommerce.com/eprochome/rbi

- 1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).

Contact person (RBI, KOCHI):

1. Shaji Thomas (AGM -in -Charge) - 9445245365 (shajithomas@rbi.org.in)
2. Sachin B More (AM-Tech) - 9619869805 (Sachinmore@rbi.org.in)
3. Pavankumar P Nayak (AM-Prem.) - 9036920654 (pavankumarnayak@rbi.org.in)
4. Chockalingam (JE-Civil) – 09497479804 (chockalingamg@rbi.org.in)

Contact person (MSTC Ltd):

1. Mr. Remil Rashid, Branch Manager – rrashid@mstcindia.co.in –
Mobile: 099464736
2. Office Address: 1st Floor, Forest Central Library Building, Kerala Forest Head Quarters, Vazhuthacaud, KOCHI – 695014

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

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

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

Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789 Google hangout ID- (for text chat)- mstceproc@gmail.com

B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

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

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

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools

→ Internet Options→ custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once)

2 The Techno-commercial Bid and the Price Bid shall have to be submitted online at <https://www.mstcecommerce.com/eprochome/rbi>. 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.

4 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.

5 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).

6 E-tender cannot be accessed after the due date and time mentioned in NIT.

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

b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in website: <https://www.mstcecommerce.com> → e-procurement →PSU/Govt depts→ Login under RBI → My menu→ Auction Floor Manager→ live event →Selection of the live Event.

c) 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.

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

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

f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.

h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

i) 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.

j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

k) 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.

l) 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.

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

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.

Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome/rbi> to familiarize them with the system before bidding.

Important Note: - In the Online price bid, due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender document. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part- I of the tender document will be implemented.