



RESERVE BANK OF INDIA  
NEW DELHI

**Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi.**

**(e-tender RBI/New Delhi/Estate/54/22-23/ET/92)**

Reserve Bank of India (hereinafter referred to as RBI), New Delhi invites e-tender in two parts (part I and II) from the eligible vendors for the above-mentioned work in its Main Office Building located at 6-Sansad Marg, New Delhi – 110001. For details of the tender, please visit "Tenders" section at RBI's website (<https://www.rbi.org.in>) and for uploading the tender please visit and register on MSTC website at <https://www.mstcecommerce.com>. The EMD details for the contract are mentioned as under.

Estimated Cost of Work (Inclusive of GST @18%)	Earnest Money Deposit (2% of Estimated Cost)
₹ 6,04,000/-	₹ 12,080/-

Please note that further Addendum / Corrigendum will only be published on RBI website.

Place: New Delhi

Date: May 24, 2022

Regional Director  
Reserve Bank of India  
New Delhi

1.	Tender name	<b>Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi.</b>
2.	Mode of Tender	Website through <a href="https://www.rbi.org.in">https://www.rbi.org.in</a>
3.	Estimated value of tender (including Taxes)	Rs 6.04 Lakh (Rupees Six Lakh Four Thousand Only)
4.	Uploading the information on Bank Website	May 24, 2022
5.	Earnest Money Deposit (EMD)	₹12,080.00 (Rupees Twelve Thousand Eighty only), by NEFT towards: Beneficiary Name: Reserve Bank of India, New Delhi Beneficiary A/c No: 186003001 IFSC: RBIS0NDPA01 (5 <sup>th</sup> and 10 <sup>th</sup> digits are Zeros)
6.	Last date for submission of EMD	Only from successful bidder
7.	Last date for downloading of Tender	May 31, 2022 (1200 Hrs)
8.	Last date for submission of Tender	May 31, 2022 (1400 Hrs)
9.	Date & Time of opening of Part- I, i.e., Techno Commercial Bid.	May 31, 2022 (1500 Hrs);



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
NEW DELHI**

# **Tender**

**For**

**Providing and Fixing Roofing Sheets at Bank's Main Office  
Building, New Delhi**

## **PART- I**

**(Terms & Conditions and Technical Specifications)**

**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
NEW DELHI**

NOTICE INVITING TENDER  
(Only through e-procurement)

**SCHEDULE OF TENDER (SOT)**

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

a. Name of Work:	Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi
b. Tender Specification No	<b>DEL.ESTT.ADM.No.S43/01-01-001/2022-2023</b>
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbind">www.mstcecommerce.com/eprochome/rbind</a> of MSTC Ltd.
d. E-Tender NO	RBI NEW DELHI/ESTATE/54/22-23/ET/92
e. Date of NIT available to parties to download	May 24, 2022
i) Estimated Cost of Work	₹6.04 Lakh
ii) Earnest Money Deposit	₹12,080/- (Rupees twelve thousand and Eighty Rupees only) <b>by the successful bidder except Micro and Small Enterprises(MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number) should deposit before issue of work order. (documentary evidence to be submitted along with Part I of the tender)</b> through NEFT in favour of Reserve Bank of India, New Delhi in the 186004001 & IFSC – RBIS0NDPA01
iii) Transaction Fee	₹1000/- (Rupees One Thousand only) plus GST @18%.
<b>Important Note:</b> Please note that vendor can access the online e-tender only after payment of Transaction fee by NEFT/RTGS in favour of MSTC Limited, Kolkata.	The payment of Transaction fee has to be made by the NEFT or RTGS or any other E-payment system in favour of MSTC LIMITED (refer clause. No. 4 of <a href="#">Annexure - I</a> ). Vendors are advised to contact MSTC Ltd. to know the exact amount of transaction fee, mode of payment, etc. in this regard.

g. Last date of submission of EMD at the office of RBI, New Delhi	₹12,080/- (Rupees twelve thousand and Eighty Rupees only) by the successful bidder <b>except Micro and Small Enterprises(MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number)</b> . 1(one working day) before the last date of closing of e-tender.
h. Last date of submission of Transaction fee through NEFT in favor of MSTC Limited, Kolkata.	
i. Schedule of online pre-bid meeting	N/A
j. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/e prochome/rbind">www.mstcecommerce.com/e prochome/rbind</a>	May 24, 2022 (18.00 Hrs.)
k. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	May 31, 2022 (14.00 Hrs.)
l. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II (i.e. Price Bid)	May 31, 2022 (15.00 Hrs.)

### Details of Sections

<b>Details</b>		<b>Section No.</b>
Important instruction to bidders	:	Section 1
Form of Tender	:	Section 2
Article of Agreement	:	Section 3
General Instructions to tenderers and special conditions (To be read in relevance to e-tendering process only)	:	Section 4
Safety Code	:	Section 5
The Conditions Herein after Referred To	:	Section 6
Appendix Hereinbefore Referred To	:	Section 7
Detailed Scope of Work	:	Section 8
Materials	:	Section 9
List of Approved Makes	:	Section 10
Performa of Undertaking in connection with payment of advance on materials brought by the contractor to the site.	:	Section 11
Proforma of Bank Guarantee for Security Deposit	:	Section 12
Draft format of undertaking/Declaration/Certificate by the Bidder regarding country sharing land border with India		Section 13
Preamble to Part – II of tender	:	Section 14
Part -II	:	Section 15

## Section 1

### Important instructions to bidders

This is an e-procurement event of Reserve Bank of India, New Delhi. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

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 Techno-Commercial Bid as well as Price Bid over the internet will be done. 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/RBI, NEW DELHI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT [www.mstcecommerce.com/eprochome/rbind](http://www.mstcecommerce.com/eprochome/rbind)**

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU /govt depts → RBI New Delhi → 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 while filling the registration form.

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

**Contact person (MSTC):**

1) Mr. Arindam Bhattacharjee  
Asst. Manager (E-commerce)

MobileNo:9330102643

Email- [arindam@mstcindia.co.in](mailto:arindam@mstcindia.co.in)

2) Mr. Sabyasachi Mukherjee

Junior Manager (E-commerce)

Mobile- 7278030407 Landline-03322901004

Email: [smukherjee@mstcindia.co.in](mailto:smukherjee@mstcindia.co.in)

3) Mr Umesh Chandra

Deputy Manager (NRO)

Mobile no: 09971668889

Email: [umesh@mstcindia.co.in](mailto:umesh@mstcindia.co.in)

Landline-01132068276

Email: [umesh@mstcindia.co.in](mailto:umesh@mstcindia.co.in)

4) Shri Sanjay Mohanta

Junior Manager (NRO)

Mobile no- 9910302626

Email- [smohanta@mstcindia.co.in](mailto:smohanta@mstcindia.co.in)

Landline-01123217850

Email- [smohanta@mstcindia.co.in](mailto:smohanta@mstcindia.co.in)

5.) Setudutt Sharma (Mob.:7878055855)

6) Archana (Mobile: 9990673698)

**Contact persons (RBI New Delhi):**

1. Shri Basab Bhattacharya, Manager, Mob.:9810605806

**B) System Requirement:**

i) Windows XP-SP3 & above/Windows 7 Operating System

ii) IE-7 and above Internet browser.

iii) Signing type digital signature

iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet

	<p>Options→ custom level</p> <p>For more details, vendor may refer to the <b>Vendor Guide</b> and <b>FAQ</b> available at <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a>.</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, NEW DELHI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p><b>Note:</b></p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4.	<p><b>Special Note towards Transaction fee:</b> PAYMENT OF Transaction fee BY NEFT/RTGS in favour of MSTC Limited. The transaction fee can be paid by generating a challan for RTGS/NEFT or through e-payment link given in the Vendor Login on MSTC portal.</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the “Transaction Fee entry” Link under “My Menu” in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.</p> <p><b>NOTE:</b> The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p><b>Contact Details:</b></p> <p>Fax No.: 033-22831002 Email ids: <a href="mailto:sanjibpoddar@mstcindia.co.in">sanjibpoddar@mstcindia.co.in</a>, <a href="mailto:arindam@mstcindia.co.in">arindam@mstcindia.co.in</a>,  <a href="mailto:rpradhan@mstcindia.co.in">rpradhan@mstcindia.co.in</a>, <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>. <a href="mailto:umesh@mstcindia.co.in">umesh@mstcindia.co.in</a>.  <a href="mailto:smohanta@mstcindia.co.in">smohanta@mstcindia.co.in</a></p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. <b>Transaction fee is non-refundable.</b></p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of tender fee, transaction fee and EMD as applicable.</p> <p>Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for</p>



	<p>upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI New Delhi and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, NEW DELHI as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</b></p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprchome/rbind">www.mstcecommerce.com/eprchome/rbind</a> of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><b><u>Bidding in e-tender</u></b></p> <p>a) Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>b) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU /Govt Depts →RBI New Delhi Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>c) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid (for details refer vendor guide &amp; FAQ).</p> <p>d) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the "Final Submission" button to register their bid.</p> <p><b>NOTE:</b> - After clicking the final submission two more options will show up,</p>

	<p>“Withdraw bid” and “Delete bid”. If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>e) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>f) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>g) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p><b>h) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter <b>SUPPLIER/CONTRACTOR.</b></b></p> <p>i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>j) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>k) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions for the tender.</p> <p>l) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, NEW DELHI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprchome/rbind">www.mstcecommerce.com/eprchome/rbind</a> of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15.	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

## Section - 2

### Form of Tender

**Shri Vivek Aggarwal,  
Regional Director,  
Reserve Bank of India,  
New Delhi.**

Dear Sir,

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

### Memorandum

Serial no.	Item	Details of items
1	Description of work:	Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi
2	Estimated cost:	₹6.04 Lakh
3	Earnest Money:	₹12,080/- (Rupees Twelve thousand and Eighty only) to be deposited as per the instructions given in NIT & section-I.
4	Percentage, if any, to be deducted from each R/A bill:	5%
5	Time allowed for completion of the work (from the tenth day of the date of the written order to commence the work):	3 (Three) months

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may

be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of **Part- II** tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards Earnest Money / Security Deposit, valid for the entire period of validity of tender.
4. The conditions of these specifications will be binding on us. Wherever clauses are specifically written they shall prevail over CPWD specifications or relevant IS Codes and the clause given in these specifications will govern. No deviation shall be permissible unless specifically approved by the Bank's Engineer in writing. We are well aware and familiar with CPWD Schedule of Rates and their specifications i.e. CPWD Specifications – (Volume –I and Volume II), BIS publication and National Building Code which shall apply to this contract to supplement any missing details/specifications in this contract in order of preference.
5. Our bankers are (full address):

(i)	
(ii)	

The names of partners of our firm are:

(i)	
(ii)	

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

Yours faithfully,

Signature of Contractor with seal:

Address:

Contact nos.:

**Signatures and addresses of witnesses:**

	Signature	Address
(i)		
(ii)		

## Section: 3

### Articles of Agreement

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, having its Office at 6, Sansad Marg, New Delhi-110001 (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of "Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi" and has the specifications describing the works to be done and prepared by Architect/Bank AND WHEREAS the said the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

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

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1.	In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work as described in the said Specifications and the Schedule of Quantities.
2.	The Employer shall pay the Contractor, the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3.	The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract. For this purpose, the term "Architect" in the said conditions regarding execution of the work, quality of construction, quality of materials, progress and completion of the works etc. shall mean the General Manager (Technical), Estate Department, RBI, New Delhi or any other person deputed by the Bank for the purpose. As far as the operation of the provision under clauses of the contact viz. clause relating to settlement of disputes through arbitration, the term "Architect" shall be read as the General Manager-in-charge of Estate Department, Reserve Bank of India, New Delhi.
4.	The said conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5.	The 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.
6.	The Employer reserves to itself the right of altering the 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.
7.	Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within <b>3</b> (three) months subject nevertheless to the provisions for extension of time.
8.	All payments by the Employer under this Contract will be made only at New Delhi.
9.	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have jurisdiction to determine the same.
10.	That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's competent authority.
11.	<p><b><u>The Sexual Harassment of women at work place:</u></b></p> <p>The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013.</p> <p>In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.</p> <p>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.</p> <p>The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.</p> <p>The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p>
12.	<p><b><u>Non-Disclosure:</u></b></p> <p>The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ system / equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the 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</p>

	<p>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 prior written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
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IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

If the contractor is a partnership or an individual.

If the contractor is a company.

**Signature Clause**

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

*(Name and designation)*

In the presence of

(1)  
Address

(2)  
Address

**Witness:**

SIGNED AND DELIVERED by

In the presence of

(1)  
Address

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

(2)  
Address  
Witness

THE COMMON SEAL OF

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

(1)

(2)

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

(1)

(2)

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

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

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



## **Section: 4**

### **General Instructions to Contractors and Special Conditions**

**(To be read in relevance to e-tendering process only)**

1. Tenders shall be submitted through e-tendering process not later than 14.00 hours on May 31, 2022. Telegraphic, Fax and E-mail tenders shall not be accepted.
2. No tender will be received after 14.00 hours on May 31, 2022 under any circumstances whatsoever.
3. All information, correspondence letters, shall be submitted in and addressed to the Regional Director, Reserve Bank of India, Estate Department, New Delhi.
4. No other enclosure is permitted in Part- I & Part-II of the tender. Change of terms and conditions and technical deviations, if any, found in Part- I or Part-II, the tender will not be considered, and it will be treated as null and void.
5. No request for any change in rate or conditions after the opening of the tender will be entertained.
6. The rates quoted by the successful bidder shall be firm without any escalation whatsoever till the successful completion of the work as per contract.
7. For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived on the basis of quoted rates shall only be considered.
8. The Reserve Bank of India does not bind itself to accept the lowest or any other tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

**9. Earnest Money Deposit:**

- (a) Successful bidder shall pay as earnest money deposit a sum of ₹12,080/- as mentioned above.
- (b) Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipt of bank or insurance guarantee or cheque.
- (c) The earnest money deposit of ₹12,080/- paid by the successful tenderer shall be held by the Reserve Bank of India as a security deposit for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit.

**10. Security Deposit during contract period:**

In addition to the Earnest Money Deposit under 'Clause:9(a) above, and as further security for the due fulfillment of the contract by the Contractor, 5% of the value of the work done shall be deducted by the Employer from each payment to be made to the contractor towards Retention Money. The Retention Money and Earnest Money Deposit together will be termed as Security Deposit. On the Employers' issuing a certificate of the virtual completion of the works, the contractor would be paid 100% Earnest Money Deposit and balance security deposit i.e. retention money shall be released by the Employer after satisfactory rectification of the defects pointed out during the Defects Liability Period of 12 months from the date of virtual completion of the work. The amounts retained by the Employer shall not bear any interest.

11. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of

India and the person so tendering, whether such formal agreement is or is not subsequently executed.

12. **Performance Bank Guarantee:** NA

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

14. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may cause the General Manager [in-Charge of Estate Department] of the Bank, to serve a notice in writing on the Contractor, rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer.

15. The Contractor shall carry out all the work strictly in accordance with the details of the tender documents and instructions of the Bank's Engineer.

16. A Schedule of Probable Quantities in respect of each items of work and specifications shall accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

17. 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 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.

18. The rates quoted in the tender shall also include clearing of site before commencement as well as after completion, water charges, electric consumption charges, meters, centering, staging, and pumping out water including fencing, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary plumbing and electric supply, safety measures etc. 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.

19. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates GST and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No claim in respect any tax or levy whether existing or future shall be entertained by the Employer.

20 (a). The Contractor should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. However, during actual execution of work, if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the Bank 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 with original purchase bill / vouchers etc. & 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.

20 (b). The approved make and item codes have been mentioned under some items and contractors have to quote the rates of those makes and codes only. If any changes are incorporated by the Bank during the execution of the work, then the price adjustments will be affected for those materials considering the M.R.P. of tender item code and executed item code. 15% Contractors profit (addition / deduction as applicable) shall be applied over such differences. No cartage, wastage or any other loadings shall be considered in these cases. Similarly, the same formula shall be applied for the Items where Basic rates are taken in the Item of work. The formula shall be (Difference in the cost of material used at site including all taxes and the Basic rate of material including all taxes as mentioned in the item) plus 15% Contractors Profit. The formula will be applied both ways i.e., for extra payment if the material used is costlier than the Basic rates taken in the tender item or else for deducting the rebate if the material used in the work is cheaper than the Basic rate of the item.

21. 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 **10<sup>th</sup> day from the date of written order to commence the work** is issued or site is handed over to the contractor for taking up the work.

22. 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 the Conditions of Contract.

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

24. 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.

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

26. The Contractor must bear in mind that all the work shall be carried out strictly in

accordance with the Specifications made by the Employer/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.

27. The successful tenderer should make his / her own arrangement to obtain all the materials required for the work to complete as required at site as directed by the Bank's Engineer-in-charge.

28. The contractor shall strictly comply with the provision of safety measures required for the work in addition to the details contained in the Part-I tender form.

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

30. The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.

31. If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he/she shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted, the matter will be decided according to tender conditions, in the absence of such authentic pre-clarification.

32. The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more tenderers at its own discretion and contractor will have to execute orders for part of the items placed with them at the quoted rate for various item. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the contractor shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self-supporting and relevant.

**33. Errors, Omission and Descriptions:**

In case of errors, omissions and/or disagreement between written and specification etc. the following order of preferences shall apply:

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

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

34. In all cases of omissions and /or doubts or discrepancies in any item or specification a reference shall be made to the General Manager [Estate in Charge], Reserve Bank of India, New Delhi, whose elucidation, elaboration or decision shall be considered as authentic.

35. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

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

of tenderers.

Place:

Date:

Signature of tenderer with seal:

Address:

Contact nos.:

## **Section: 5**

### **Safety Code**

Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi.

The contractor shall provide all necessary coverings, protective equipments, medicines and other medical facilities to his workers as per extant government guidelines within the scope of his quoted rates. An illustrative list of the safety measures to be taken by the contractor is tabulated below:

1.	The contractor shall provide necessary face masks, globes and other necessary protective coverings to his workers as advised by the government to contain spread of COVID 19 pandemic.
2.	First aid appliances including adequate supply of sterilized dressing, cotton wool and alcohol-based sanitizer shall be kept in a readily accessible place.
3.	An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
4.	The contractor shall arrange to remove the worker having any symptoms of Corona virus or any other infectious disease from the site immediately.
5.	The floor shall not be loaded with debris or materials in order to have safety during the progress of work.
6.	Workers employed on mixing and handling material such as cement mortar, cement concrete, 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.
	(i) No paint containing lead or lead products shall be used except in the form of paste of readymade paint.
	(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
8.	The contractor shall be provided all the possible/adequate materials/facilities to the painters and ties shall be provided to enable the working painters and labours to wash their hands & feet during the periods of cessation of work.
9.	All the workers shall wear helmet & safety belts while working at site. 1. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

**Section: 6**

**The Conditions Herein after referred to**

1. **Interpretation of Clause:**

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

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

(b) Contractor  
In the case of a partnership firm: Contractor shall mean \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ trading as partners in the name and style of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and having a place of business at \_\_\_\_\_

and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

In the case of individual: Contractor shall mean \_\_\_\_\_ trading in the name and style of \_\_\_\_\_

and shall include his heirs, successors and legal representatives.

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

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

(d) This Contract: Shall mean the Articles of Agreement, the

- Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.
- (e) Notice in writing: Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last know private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (f) Act of Insolvency: Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (g) Net Prices: If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (h) Works: Shall mean “Providing and Fixing Roofing Sheets at Bank’s Main Office Building, New Delhi”.

Words importing persons include firms and corporations. Words importing 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 Employer. The Employer may in his absolute discretion and from time to time issue further written instructions, detailed directions and explanations which are



- hereafter collectively referred to as “Bank’s Instructions” in regard to:
- 2a The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
  - 2b Any discrepancy in the Schedule of Quantities and/or specification.
  - 2c The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
  - 2d The removal and/or re-execution of any works executed by the Contractor.
  - 2e The dismissal from the works of any persons employed thereupon.
  - 2f The opening up for inspection of any work covered up.
  - 2g The amending and making good of any defects under clause: 18 &19 thereof.

The Contractor shall forthwith comply with and duly execute any work comprised such Employers instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Bank shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dispensed from in writing within a further seven days by the employers, such shall be deemed to be Bank’s Instructions within the scope of the Contract.

**3. Contract to Provide everything necessary at his/her cost:**

The contractor shall provide at his cost everything necessary for the proper execution of the work accordingly to the intent and meaning of the 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 schedule of quantities and the specifications, he/she immediately and in writing refer same to the Bank who shall decide which is to be followed.

The Contractor shall confirm to the provision of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Specifications that may be necessitated by so conforming give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause: 15 thereof.

The Contract shall bring to the attention of the Bank 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.

**4. Setting out of works:**

The Contractor Shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels,

dimensions, slope and alignment etc. of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of defect liability period from the virtual completion of the works, the Contractor shall, if so required, at his own expense rectify such error /defects to the satisfaction of the Bank.

**5. Materials and workmanship to confirm to descriptions:**

All materials and workmanship shall so far as procurable be of the respective kinds as described in the Schedule of Quantities and / or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

**6. Contractors' 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 Employer may consider necessary until the expiry of the "Defects Liability Period" stated in the appendix hereto. The Contractor shall also engage/employ a competent, qualified and experienced Engineer who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Bank's Engineer to such representative shall be held responsible as given to the Contractor.

**7. Dismissal of workmen:**

The Contractor shall on 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 Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Employer.

**8. Access to works:**

The Employer, and their respective representative shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer, the 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 except the representatives of public authorities shall be allowed on the works at any time.

**9. Bank's Engineer:**

The term "Bank's Engineer shall mean the Assistant General Manager (Technical) appointed and paid by the Employer and acting under the orders of the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Bank's Engineer have power to set out works or to revoke, alter enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer. The Bank's Engineer or any representative of the Employer shall have power to give notice to

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

**10 Assignment and Sub-letting:**

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

**11 Alterations, Additions, Omissions etc.:**

No alterations, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof under his hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulation and specification without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer with the prior approval in writing of the Employer in accordance with the provisions of Clause 15 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be.

**12 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. 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 15 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's rates.

**13 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 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.

**14 Measurement of Works:**

The exposed measurements of the finished work shall only be considered for payment. The Bank's Engineer and the Contractor shall take the joint measurements of the work done and contractor shall submit the bill along with the

computerized measurement book for all items of work included in the bill. Should the Contractor not attend or neglect or omit to send his agent for joint measurements of the work done, then the measurement shall be taken by the Bank's Engineer or a person approved by the Employer.

All authorized extra works, omissions and all variations made with the Employer's knowledge, but subsequently sanctioned by the competent authority in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

15 **Prices for extras etc. ascertainment of:**

No claim for an extra shall be allowed unless it shall have been executed under provisions of **Clause 3 hereof** or by the authority of the Bank's engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

15a (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

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

15b The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (c) thereof.

15c Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

15d Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Bank's Engineer, the workman's name) and materials employed be delivered for verification to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

15e It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the Contractors shall submit rates supported by rate analysis worked on the "actual cost basis" plus 10% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.

The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 19 thereof.

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

Where in any Certificate (of which the Contractor has received payment), the Bank's Engineer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the 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.

17 **Removal of improper work:**

The Bank's Engineer shall, during the progress of works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Bank's engineer are not in accordance with the Specifications or instructions of the Bank's engineer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials and workmanship not in accordance with the drawings and specifications or instructions, and the Contractor shall forthwith carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Employer /Bank's engineer shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due to the Contractor.

18 **Defects after virtual completion:**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the **Appendix** hereto or, if none stated, then within **twelve (12) months** after the virtual completion of the works, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable times as shall be specified therein, be amended and made good by the Contractor, at his own and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Bank's Engineer' Certificate in writing, from any money due or may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 29 thereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated

or approved by the Bank's Engineer as provided in Clause 10 and 20 thereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

19 **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 certificate.

20 **Nominated Sub-Contractors:**

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

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

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

21 **Other persons employed by Employer:**

The Employer reserves the right with the concurrences of the Bank's Engineer to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and 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.

22 **Insurance in respect of damages to persons 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 damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be reasonable for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.

The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.

The minimum limit of the coverage under the policy shall be ₹2 lakh per person for any one accident or occurrence and ₹5 lakh in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall be at his own expense effect and maintain until the Virtual Completion or the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or

policies with the Employer from time to time during the currency of this contract. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.

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

The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

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

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

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

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

23 **Date of commencement and completion:**

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



24 **Damage for non-completion:**

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 25 hereof and the Bank's Engineer /Employer certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Employer the sum names in the Appendix as "Liquidated Damages" for the period during which the said works so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

25 **Delay and Extension of Time:**

If in the opinion of the Bank's Engineer/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 the Contractor's own fault or (d) by the works or delays of other Contractors of Tradesmen engaged or nominated by the Employer or the Bank's Engineer/Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's instruction as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the bank's Engineer/Employer 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's Engineer/Employer may with previous approval in writing of the Employer, make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lock-out, the Contractor shall immediately give written notice thereof to the Bank's Engineer/Employer, but the Contractor shall nevertheless constantly use his Endeavour's to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

If the Contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time Contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the Contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Employer, the provision of liquidated damages as stated under Clause 24 will become applicable.

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

reason.

26 **Failure by Contractor to comply with Bank's Engineer's/Employer's Instructions:**

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

27 **Termination of Contract by the Employer:**

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

OR if the Contractor (when and individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

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

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

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

OR if the Bank's Engineer/Employer shall clarify in writing to the Employer that the Contractor.

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

by the Contractor for seven days after written shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

28 **Termination of Contract by Contractor:**

If the 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 Bank's Engineer or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

29 **Certificate of payments:**

a The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on

account of the works executed when in the opinion of the Architect, work to the approximate value named in the Appendix as "Value of Work for Interim Certificates" (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with this contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the Appendix as "Total Retention Money" after which time Installments shall up to the full value of the work subsequently so executed and fixed in the building. The Architect may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Employer / Bank's Engineer the sum of money named in the Appendix as "Installment after Virtual Completion" being a part of the said Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Architect at the expiry of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion of as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true interest and meaning hereof whichever shall last happen, provided always that the issue by the Employer/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 18 nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Employer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the 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 Contractors will be paid an advance of 75% of the cost of required building materials brought to the site for consumption in the works, at the discretion of the Bank. The assessment of the cost of building materials shall be derived either from the actual or from the tendered rate and the lesser of the two shall be considered for payment. The Contractor shall give an undertaking on stamp paper for this payment in the proforma given in [Annexure- I](#).

Advance as above may be paid in case of paints of all types whether ready-mix or dry. However, the material on which such advance is paid has to be used in the work within six months of the date of manufacture, failing which the whole advance so paid will be recovered in one lump sum from his next RA Bill after the expiry of six months from the date of manufacture.

- c 75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within **7 working days** from the date of certification by the Bank's

Engineer, pending test checking of work and measurement checking of detailed arithmetical accuracy and certification by Engineers.

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

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

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

g Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honor of Certificates".

30 Any amounts payable by the Employer to the Contractor in pursuance of any certificates given by the Bank's Engineer hereunder 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 such sum ought to have been paid by the Employer until the payment.

31 **Matter to be finally determined by the Employer:**

The decision, opinion, direction, certificate of payment with respect of to all or any of the matters under Clause 2, 3, 4, 5, 10, 14, 15, 17, 18, 19, 25 [a, b, c, d, e, f, g, h & i ], 26 hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction. Certificate of valuation of the Employer or any refusal of the Employer to give any of the same, shall be subject to the right of Arbitration and review under Clause 32 hereof in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Employer.

32 **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 except matters shall be final and without appeal. 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 matter 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 in dispute which shall be submitted to arbitration and of

which notice shall have been given as aforesaid.

The arbitrator or arbitrators, as the case may be, shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise their dispute 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 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 that the Contractor shall not delay the carrying out the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work 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.

33 **Right of Technical Scrutiny of the 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 examination or otherwise any sum is found to have been overpaid or over-certified it shall be lawful for the Employer to recover the sum from any payment due to the Contractor for this work or any other work or works being carried out by Contractors elsewhere under the Reserve Bank of India.

34 **Employer entitled to recover compensations paid to workman:**

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 to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

- 35 **Abandonment of works:**  
If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the work to be carried out, the Employer 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.
- 36 **Return of surplus materials:**  
Notwithstanding anything to the contrary contained in any or all the clause of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said Materials economically and solely for the purpose of the Contract and not dispose them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank's Engineer having due regard to the condition of the materials, the price to be determined by the Bank's Engineer having due regard to the condition of the material, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permit and or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted by reason of such breach.
- 37 **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 termination of the contract without incurring any liability for such termination.
- 38 **The Sexual Harassment of women at work place:**  
The Contractor / Agency shall be solely responsible for full compliance with the provision 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 to the complaint.  
Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.  
The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.  
The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
39. **Labour License from CLC: -**  
The contractor shall abide by and fulfil all requirements laid down under the

- contract labour (Regulation and Abolition) Act and the rules framed in the act.
40. **Non-Disclosure:**  
The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ system / equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the 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 prior written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- 41 **The Marginal Notes:**  
The Marginal Notes and in the catch liens hereto and in the annexure hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexure hereto. The Contractors will have to carry out and complete the said work in every respect in accordance with this contract.
42. The staircase, the common area and the surrounding area of the buildings etc. shall be kept cleaned at the end of the day's work by the contractor to the entire satisfaction of Bank's Engineer.
43. All the debris accumulated by the works shall be removed from the premises on daily basis and the premises shall be kept clean.
44. One sample shall be taken up first for work and once the materials and detailing are approved by the Bank, then the contractor shall organize the works as per the approved sample work and complete the entire work as per completion time period mentioned in the Appendix. While quoting the rate, the contractor shall take into account all the above points.
45. The arrangement and cost of water and electricity required for the work shall be done by the contractor at their cost. However, the Bank may consider allowing to contractor to take the water and electric from the premises at available points. Water charges and electricity charges shall be recovered at the rate of 0.50% and 0.25% of the cost of the work done respectively. In such cases, the contractor shall arrange electric wire/extension board with a cut out, pipes, etc. of his own. In case of any damage to the Bank's installation/s by the act/s of the contractor or his worker/s, the same shall be done at the risk and cost of the contractor.
46. The work shall be carried at all heights as per requirement and the rate quoted shall be inclusive of the same.



47. The rates shall also be inclusive of cleaning of the surrounding area of buildings after completion of work.
48. The contractor shall engage one qualified & experienced technical supervisor at site throughout the progress of the work till the virtual completion of the same with the following details:
- a) The supervisor shall be authorized by the contractor to execute all the works related to site works which includes: receiving verbal/ telephonic / written orders from the employer with date, execution of extra / variation items with proper prior written approval from the employer as specified in the relevant tender clauses.
  - b) Employer will allow the supervisor to stay temporarily inside the premises if required with the storage facilities for stacking the construction materials, till the virtual completion of the work, free of cost. In case at any point of time it is found that the space is used for any sort of malpractice etc. contractor may be asked to vacate the space immediately.
  - c) Supervisor shall be provided with a mobile phone with SIM card and shall act as the authorized representative of the contractor for all the purposes: like taking day to day measurements, available at site for taking joint measurements with Bank's Engineer, attending to the Banks' Officials during their visit to the site for inspection of the work, signing the site order books & measurement books etc. as per the Bank's norms.

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

Place:  
Date:

Signature of tenderer with seal:  
Address:  
Contact nos.:

## Section: 7

Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi.

### Appendix Hereinbefore Referred To

Reference to clauses in Conditions Hereinbefore Referred To:

18 & 19 of Section 6	Defects Liability Period:	12 Months.
29 -do--	Period of Final Measurement	3 months from the date of virtual completion.
23 -do-	Date of commencement	10 <sup>th</sup> day from the date of issue of work order.
-do-	Date of completion	3 (three) months
24 & 25 of Section 6	Rate of liquidated damages	₹216/- per day subject to maximum 10% of the accepted tender amount.
29 -do--	Value of works for interim certificates	₹2.00 lakh
10 of Section 4	Retention percentage	5% from every bill.
-do-	Installment after virtual completion of the work	100% EMD.
-do-	Installment after Defects Liability Period	100% Retention Money.
--	Period of honoring certificates of payment.	1 month for running a/c bills and three months for final bills
--	Interest for delayed payment:	3% per annum.
12 of Section 4	Performance Guarantee Bank	Not Applicable

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

Place:  
Date:

Signature of tenderer with seal:  
Address:  
Phone/mobile no.:

## **Section: 8**

### **Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi**

#### **Detailed Scope of Work**

##### **Section A – General**

The scope of work covers execution and completion of the work of "Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi" for the Reserve Bank of India in accordance with the specifications prepared by and under the direction and to the satisfaction of the Bank.

##### **Contract:**

The form of contract shall be according to the printed form "Conditions of Contract". The following clauses shall be considered as an extension and not in limitations of obligation of the contractor.

##### **Contractor to include in his rates:**

The contractor shall include in his rates for all the items listed in this section.

##### **Contractor to Inspect Site:**

The contractor shall visit and examine the construction site and satisfy himself as to the nature of the existing roads or other means of communications, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information on all matters affecting the execution of the work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the ground of insufficient description will be allowed. All expenses incurred by the contractor in connection with obtaining information for submitting this tender including his visits to the site or efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.

##### **Access to site:**

The contractor is to include in his rates for forming access to the site.

##### **Access for Inspection:**

The contractor is to provide at all times during the progress of the works and the maintenance period proper means of access, with ladders, gangways etc. and the necessary attendance to move and adapt as directed for the inspection of measurement of the works by the Bank's Engineer or their representatives.

##### **Electric & water supply:**

Shall be arranged in accordance with Clause of General Instructions to Contractors and Special Conditions of the Contract. He shall also allow other Contractors to use the facilities when requested but compensation charges shall be apportioned by the Bank's Engineer.

If Water and electricity taken from the Bank, the same shall be allowed at one point and total recovery at the rate of 0.50% and 0.25% of the cost of work done shall be recovered towards water charges and electricity charges respectively from each bill.

##### **Gatekeeper and watchman:**

The contractor from the time of being placed in possession of the site must make arrangements for watching, lighting and protecting the work, all materials, workmen and

the public by day and night on all days including Sundays and holidays at his own cost.

**Storage for materials:**

The Contractor shall provide their own for all necessary arrangements for storage and protection of all the materials required for the work including tools and equipments which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open. However, Bank will provide space for storing the materials under proper arrangements by the contractor.

All such areas shall be cleared away and the whole area left in good order on completion of the contract to the satisfaction of the Bank's Engineer.

All materials which are stored on the site such as bricks, aggregates etc. shall be stacked in such a manner, so as to facilitate rapid and easy checking of quantities of such materials and the materials should not be stacked in one spot /area to avoid the structure from overloading as per IS code requirements.

**Cost of Transportation:**

The Contractor shall allow in his cost for all transporting, unloading, stacking and storing of supplies of materials required for this work at site and in the places approved from time to time by the Bank's Engineer.

The Contractor shall allow in his price for transport of all materials etc. all complete required for the work with machineries as required at site as directed by the bank's engineer-in-charge.

**Rates for non-tender items:**

Rates of items not included in Schedule of Quantities shall be settled by the Bank's Engineer as mentioned in the variation clause of the Contract Conditions.

**Rate to include:**

The rates quoted shall be for all heights and depths and for finished works.

**To ascertain from Contractors for the other trades:**

The contractor shall ascertain from other Contractors as directed by the Bank all particulars relating to their work with regard to the order of its execution and the position in which chases, holes and similar items will be required, before the work is taken in hand as no claims for extras will be allowed for cutting away work already executed in consequences of any neglect by the Contractors to ascertain these particulars beforehand.

**Foreman and Tradesman:**

All tradesmen shall be experienced, properly equipped with suitable tools and where the Engineer-in-Charge / Architect feels necessary, the Contractor shall provide any such tools, special or ordinary, which are considered necessary for carrying out the work in a proper manner.

All such tradesman shall work under an experienced and properly trained supervisor, who shall be capable of reading and understanding all the works pertaining to this work and the contractor shall also comply with other conditions set out in the Conditions of the Contract.

**Clearing of site:**

The Contractor shall after completion of the work clear the site of all debris and left-over materials at his own expense to the entire satisfaction of the employer and Municipal or other public authorities.

**Preparation of building for occupation and use on completion:**

The whole of the work shall be thoroughly inspected by the Contractors and all deficiencies and defects put right. On completion of such inspection, the Contractor shall inform the employer in writing that he has finished the work and it is ready for the Banks Engineers' inspection.

On completion, the contractor shall clean the entire premises /surroundings of buildings and garden areas neat and clean to the satisfaction of the employer.

**Vouchers:**

The Contractor shall furnish the employer with vouchers on request, to prove that the materials are as specified and to indicate the rates at which the materials are purchased in order to work out the rate analysis of the non-tender items which he may be called upon to carry out thereafter.

**Protection:**

The contractor shall properly cover up and protect all work duration the execution of work until completion of the entire works to the satisfaction of engineer-in-charge.

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

Place:  
Date:

Signature of tenderer with seal:  
Address:

Contact nos.

## **Section: 9**

### **Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi**

#### **Materials**

1. Materials shall be of the best approved locally available quality and they shall comply with the respective specification.
2. Samples of all materials shall be got approved before placing an order and the approved sample shall be deposited with the Bank's Engineer.
3. In case of non-availability of materials in metric sizes, the nearest size in FPS units shall not be provided with the prior approval of the Bank's engineer for which neither extra will be paid nor shall any rebate be recovered.
4. It shall be obligatory for the Contractor to furnish certificate, if demanded by the Bank's Engineer, from manufacturer or the material supplier that the work has been carried out by using their materials and as per their recommendations.
5. All materials supplied by the specialist firm shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.

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

Place:

Signature of tenderer with seal:

Address:

Date:

Contact nos.:

## Section-10

### List of approved makes

Note: The Bank reserves the right to select any of material /brand from the following list.

S.N.	Materials	Manufacturer/ brand name
1.	Anti-termite chemical	(Chlorpyriphos Emulsifiable Concentrate) NOCIL or approved equivalent
2.	Adhesive	For-wood-Fevicol-SH/Movicole HV or approved equivalent.
3.	Hardware fittings	EBCO (Earl Bihari), Hettich, Dorma, Kaif, Ozone or approved equivalent
4.	Locks	Godrej, Dorma, Ozone, Harrison or approved equivalent
5.	Brass fittings	Leader Engineering Works, Kolkata, L & K Mathura, Annapurna Metal Works, Kolkata or approved equivalent.
6.	Mirrors/ glass	Modi Guard, Saint Gobain, Atul, Ashai or approved equivalent.
7.	Ceramic / Vitrified tiles	Johnson, RAK, Somani, NITCO, Kajaria, or approved equivalent.
8.	Prelaminated Particle Board	Archid, Novapan, Greenlam, Century or approved equivalent.
9.	MDF Board	NuWud, Duratuff or approved equivalent.
10.	Softboard	Sitatex, Greenply, Century or approved equivalent
11.	Paints	Asian, Berger, ICI paints, Nerolac, British paints or approved equivalent make
12.	Water proofing compound and Tiles fixing chemical	Pidilite, Sika, Fosroc, Balendura, Saint Gobain, Mc Bauchmie or approved equivalent
13.	Flush door	Kitply, Century, Duro, Green, Archid or approved equivalent.
14.	Laminates	Greenlam, Century, Formica/Sunmica, Archid or approved equivalent make
15.	Cement	L & T, Ambuja, Ultratech, Birla, ACC or approved equivalent make
16.	Vertical blinds	Mac, Vista levolor or approved equivalent
17.	False Ceiling	Armstrong, Saint Gobain, Dexune, Gyproc or approved equivalent
18.	Aluminum Composite Panel	Jindal, Eurobond, Alomax, Sunbond or approved equivalent
19.	Acrylic solid surface	Corian, LG, Hanex or equivalent
20.	Color Coated steel sheets with Al-Zn Alloy coating	Tata Durashine, JSW or approved equivalent.

**Section:11**

**Proforma of Undertaking in connection with Payment of advance on materials brought by the Contractor to the site.**

This undertaking made this \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, having a corporation constituted under the Reserve Bank of India Act and having Office at 6, Sansad Marg, New Delhi – 110001 (hereinafter called the Employer of the one part and \_\_\_\_\_ (hereinafter called the Contractors) of the other part.

The Employer and the Contractor have entered into an Agreement dated \_\_\_\_\_ hereinafter called as the said Agreement and in terms of Clause No.31 of the conditions in the agreement, the Employer has agreed that the Contractors will be paid an advance of up to 75% of the cost of building materials brought by the Contractor to the site for consumption in the works at the discretion of the Employer.

The Contractors have applied to the Employer that they be allowed advances on the security of materials absolutely belonging to him and brought by them to the site of work. The Employer has agreed to do so on the terms and conditions hereinafter set out.

Now this letter of Undertaking witnesses that in consideration of the said Agreement, and in consideration of the amount paid/payable to the Contractors by the Employer and of any further advances as may be made to the Contractors as aforesaid, the Contractors hereby agree with the Employer and undertake as under:

1. The amount advanced by the Employer to the Contractors as aforesaid and all or any further sum or sums advanced shall be employed by the Contractor(s) in or towards expending the execution of the said Works and for no other purpose whatsoever.
2. That the materials which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractors will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractors indemnifies the Employer against all claims in respect of which an advance has been made to them as aforesaid.
3. That the materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said Materials) shall be used by the Contractors solely in the execution of the said Works in accordance with the directions of the Bank's Engineer of the Employer and in the terms of the said Agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risk of the said Materials and that until used in construction as aforesaid, the said Materials shall remain at the site of the said Works in the Contractor's custody and on their own responsibility and shall at all times be open to inspection by the Employer's Engineers or any officer authorized by the Employer.



In the event of the said Materials or any part thereof being stolen, destroyed or damaged, the Contractors will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Bank's Engineer

5. That the said materials shall not on any account be removed from the site of the said Works except with the written permission of the Bank's Engineer.
6. That the advances shall be repayable in full when or before the Contractors received payment from the Employer of the price payable to them for the said Works under the terms and the provisions of the said Agreement provided that if any intermediate payments are made to the Contractors on account of work done, then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said Materials they actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
7. That if Contractors shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said Agreement or of the presents, the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the Contractors to the Employer together with interest thereon as per the bank's norms per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agree with the Employer to repay and pay the same respectively to him accordingly.
8. That the Contractor hereby charges all the said Materials with the repayment to the Employer of the sum or sums, advances as aforesaid and all cost, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said Agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Employer may at any time thereafter adopt all or any of the following courses as he may deem best.
  - a. Seize and utilize the said materials or any part thereof in the completion of the said Works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said Agreement, debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said Agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the Employer on demand.

- b. Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
  - c. Deduct all or any part of the money owing out of the security deposits or any sum due to the Contractor under the said Agreement.
9. That except in the event of such default on the part of the Contractor as aforesaid interest on the said Advance shall be payable.
10. That in the event on any conflict between the provisions of these presents and the said Agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction of effect of these presents the settlement of which has not been hereinbefore expressly provided for, the same shall be referred to the Officer-in-Charge, Premises Department, Mumbai whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.
11. The provision of this undertaking shall be deemed to be supplemental to the said Agreement.

IN WITNESS WHEREOF the Contractor have set their hands to these presents the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED  
BY THE SAID CONTRACTOR IN THE PRESENCE OF

Witness

Signature:  
Name:  
Address:

Signature:  
Name:  
Address:

**Section:12**

**Proforma of Bank Guarantee for Security Deposit**

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank):

No. \_\_\_\_\_ Date \_\_\_\_\_

To:  
The Regional Director  
Estate Department  
Reserve Bank of India  
New Delhi

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) furnishable to you by M/s \_\_\_\_\_ (hereinafter referred to as “the Contractor”) in terms of their contract with you for “Providing and Fixing Roofing Sheets at Bank’s Main Office Building at New Delhi” as per their Tender dated \_\_\_\_\_ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_\_ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_\_\_ INR(\_\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR \_\_\_\_\_ (INR\_\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date

which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing unconcealed and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked

without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR \_\_\_\_\_(INR \_\_\_\_\_only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above-named Bank)

For & on behalf of  
(Banker's Name & Seal)

BRANCH MANAGER  
(Banker's Seal)

Address \_\_\_\_\_

**Section 14**  
**Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi.**

**Preamble to PART – II**

**The quoted rate shall be inclusive of the following:**

1.	Visiting the site, gathering information about work and understanding the scope of work well before quoting the tender.
2.	The arrangement and cost of water and electricity required for the work shall be done by the contractor at their cost. However, the Bank may consider allowing the contractor to take the water and electricity from the premises at one place. For these purpose, water charges @ 0.50% and electric charges @ 0.25% of contract value shall be deducted from all the bills. But in this case contractor has to arrange for suitable length of electric wire/extension board with a cut out. The cutting machine etc. shall be arranged by the contractor as per load of Bank's meter and wires in case they use the electricity from Bank's flat. If any damage of electric line / electric meter is observed due to work the contractor has to make it good at his own cost, failing which the Bank will recover the cost of damage from the bill/security deposit of the contractor.
3.	The contractor has to arrange for cleaning & mopping of common area at the end of the day's work every day to the entire satisfaction of Caretaker/Bank's Engineer and also arrange for collection & disposal of debris outside the Bank's premises and the site is to be kept clean after day to day work including all lead & lift as per the local municipal norms to avoid any inconvenience to the staff.
4.	Necessary charges towards arranging and getting, testing the materials on the captioned work with reference to their make, quality, shade, size etc. shall be included in the rates to be quoted. Only approved materials to be used in above work.
5.	The contractor has to consider all wastages etc. in the quoted rates. There may, however occur changes during the actual execution of works for which no extra payment will be considered.
6.	Providing and making all the arrangement for the access to work area as may be required for carrying out the works to the satisfaction of at all levels and heights.
8.	Providing service of a qualified supervisor on the work site during entire working hours involving the scope of work i.e. to receive instructions from the Bank's Engineer to work at site (ii) Authority for certification of bills (iii) Co-ordination with local authorities whenever required, related scope of work.
9.	Providing for all costs and charges incurred by the contractor complying with safety health and welfare regulations, appertaining to staff and work people employed on the site. The rate shall include all taxes as applicable.
10.	All chases in walls shall be made by using electro-mechanical cutter only.
11.	The rates approved by the employer for various items of the work of the tender shall remain valid till the completion of the project including defect liability period with effect from the date of issue of work order.
12.	Exposed quantities of the finishing items like flooring, dado, wall paneling, false ceiling, partitions, etc. shall be considered for payment.

13.	Rates are for working at all heights including cost of centering, shuttering and scaffolding unless otherwise mentioned
14.	All internal wood works including inner surface of plywood shall be treated with anti-termite wood preservative against borer pests and white ants. All internal frame works shall be teak wood unless otherwise specified. All exposed edges of plywood/blockboard shall be fixed with 3mm teak wood lipping. All ply wood and block board shall be first quality BWR grade of plywood bonded with synthetic resin adhesive (phenol bonded) as per IS 303/AA grade and IS 1659 respectively.
15.	All the exposed veneer shall be finished with approved matt melamine polish unless otherwise specified of approved shade.
16.	Wherever basic prices are given, they shall ex-godown/shop in Delhi/NCR inclusive of cartage, loading, unloading, all taxes, GST, etc.
17.	The rates shall be inclusive of bringing down the building rubbish /malba with mechanical device or manually. The rate shall also include the cost of manual labour required for collecting malba/ unserviceable material from the different floor to the ground floor, loading, transporting, unloading to approved Municipal dumping ground or as approved by the Bank's Engineer-in-charge for all leads & lifts involved.

**Section 15**

**Part -II**

**Schedule of Quantities**

**Name of work:** Providing and Fixing Roofing Sheets at Bank's Main Office Building, New Delhi.

Item no.	Description of work	Quantity	Unit	Rate (₹)	Amount (₹)
1	Carefully removing the existing plastic / fibre sheets fixed horizontally, vertically & in dome shaped on M.S Frame over the terrace of Governor / Deputy Governor's Flat and over the passage on 3rd floor or at any other location at Bank's Main Office Building without causing any damage to the existing framework. Rates to include the cost of repairing / replacing the damage caused, if any to the existing M.S framework.	1	L.S		
2	<b>Buy back</b> of dismantled plastic / fibre sheets.	1	L.S		
3	Providing & fixing at all heights, levels and locations Mill finish color coated steel roofing sheets with Zn-Al alloy coating of Tata Durashine or approved equivalent make with characteristics of good formability and corrosion resistance. The profile sheets shall be fixed to existing M.S frame in slope or required pitch or curvature with screws, fasteners of required size and diameter, fixing accessories like ridges, flashings, eaves, seal washers etc. to make the entire structure leakproof. Rates shall be inclusive of labour, scaffolding, T&P, CPOH, taxes and sundries etc. complete as per directions of the Engineer-In-Charge. The total coated thickness of the sheet shall be 0.50mm.	650	SQM		
	Total amount (inclusive of Goods and Services Tax (GST))	₹			



	Total Amount in Words	
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Date:

Signature of the contractor:

Place:

Name and address of the firm: