



रिज़र्व बैंक स्टाफ महाविद्यालय
RESERVE BANK STAFF COLLEGE

Tender Notice

August 27, 2019

**Supply, Installation, Testing and Commission of split AC's (17 nos.)
at Reserve Bank Staff College (RBSC), Chennai.**

Reserve Bank Staff College, Chennai invites sealed tenders from the empanelled vendors for the captioned work. The tender forms should be collected from the Estate Cell, Reserve Bank Staff College, Chennai – 600 018 up to 1200 hrs. on September 17, 2019 during normal working hours, by remitting tender fee of ₹ 500/- (Rupees Five hundred only) by Demand Draft in favour of “The Principal, Reserve Bank Staff College” payable at Chennai. Sealed tenders, addressed to ‘The Principal, Reserve Bank Staff College, Estate cell, No. 359, Anna Salai, Teynampet, Chennai – 600018’ and superscribed “**Tender for Sealed Quotation for Supply, Installation, Testing and Commissioning of Split AC (17 nos.) at RBSC**” shall be submitted before 1400 hrs. on September 17, 2019.

Details are furnished below.

Estimated Cost of Work	₹ 9.5 lakhs (Rupees Nine Lakh fifty thousand only)
Earnest Money Deposit	2% of total contract amount shall be furnished by the lowest tenderer before award of work.
Last date/ time for collection of Tender	Upto 1200 hrs. on September 17, 2019.
Last date/time of receipt of Tender	Upto 1400 hrs. on September 17, 2019.
Date/time/venue of opening of Tender	At 1500 hrs. on September 17, 2019 at Reserve Bank Staff College.

359, अण्णा सालै, तेनांपेट, चेन्नै-600 018- 359, Anna Salai, Teynampet, Chennai-600 018

टेली.नं./Tel No. 91-44-24314961 to 64 फैक्स/Fax No: 91-44-24346905

ई-मेल E-mail: principalrbsc@rbi.org.in

हिन्दी आसान है, इसका प्रयोग बढ़ाइये

Caution: RBI never sends mails, SMSs or makes calls asking for personal information like bank account details, passwords, etc. It never keeps or offers funds to anyone. Please do not respond in any manner to such offers.



**RESERVE BANK STAFF COLLEGE
Estate Cell
Chennai**

Tender

For

**Supply, Installation, Testing and Commissioning of Split AC
(17 nos.) at Reserve Bank Staff College, Chennai**

Issued to: _____

Last date for submission of tender: 2:00 pm on September 17, 2019.

Letter of offer

Place:

Date:

The Principal,
Reserve Bank Staff College,
Teynampet,
Chennai – 600 018.

Dear Sir,

Having examined the specifications, drawings, designs and Schedule of Quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating there to as affecting the tender, we hereby offer to supply and 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 all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of 'Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Name of work	:	Supply, Installation, Testing and Commissioning of Split AC (17 nos.) at Reserve Bank Staff College, Chennai
(b)	Estimated cost of the work	:	₹ 9.5 lakh
(c)	Earnest Money Deposit (EMD)	:	2% of the total contract amount shall be furnished by the lowest tenderer before award of work.
(d)	Time allowed for completion of the work from tenth day of written order to commence work	:	45 days

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

3. The names of proprietary /partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorised to sign.

OR

Name of person having Power of Attorney to sign the Contract

(Certified copy of the Power

of Attorney should be attached). _____

Yours faithfully,

Signature of Contractor.

4. Signatures and addresses of witnesses

1) Signature : _____

Name : _____

Address _____

2) Signature : _____

Name : _____

Address _____

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank Staff College, Chennai (hereafter called "Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS The Employer is desirous of carrying out the work of "**Supply, Installation, Testing and Commissioning of Split AC (17 nos.) at Reserve Bank Staff College, Chennai**" and has prepared drawing and Schedule of Quantities showing and describing the work to be done under the direction of Bank's Engineer.

AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates 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 consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The 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.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lumpsum Contract nor a Piece-work Contract but is a Contract for the complete work according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor shall afford every reasonable facility for carrying out of all the 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.

7. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. **Time** shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within **45 days**, subject nevertheless to the provisions for extension of time.
9. All payments by The Employer under this Contract will be made only at Reserve Bank Staff College, Chennai.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.
11. a) The contractor/ agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/ Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaint.

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

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

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

e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
12. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by

the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry.

13. The successful bidder shall at all times indemnify RBSC towards any loss/damage caused or any claim raised against RBSC by any party/third party consequent to the execution of the work. Any damage caused to the Bank's property while carrying – out the work shall be made good as original by the firm at their cost. The successful bidder shall be liable, in accordance with the Indian Laws and Regulations for any accident or damage incurred or claims raised against RBSC during the period of the work. The successful bidder shall also provide necessary CAR policy, WC policy and third party liability insurance as may be necessary to cover the risk and should ensure all safety measures during the execution of work. No extra payment would be made to the successful bidder on this account.

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

If the contractor is a Partnership or an Individual

IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.

If the contractor is a Company

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

Signature Clause

SIGNED AND DELIVERED BY THE
Reserve Bank Staff College by the hand of
Shri _____

(name and designation)

in the presence of

(1)

Address

(2)

Address

Witnesses

SIGNED AND DELIVERED BY

_____ in the presence of

(1)
Address

(2)
Address

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

Witnesses

THE COMMON SEAL OF _____

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

(1)
(2)

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

(1)
(2)

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

SIGNED AND DELIVERED BY

The Contractor by the hand of
Shri _____
And duly constituted attorney.

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

General Instructions to Tenderers and General Terms & Conditions

1. Sealed Tenders should be addressed to The Principal, Reserve Bank Staff College, No. 359, Anna Salai, Teynampet, Chennai - 600018 (By name) and super scribed “**Tender for Supply, Installation, Testing and Commissioning of Split AC (17 nos.) at Reserve Bank Staff College, Chennai**” and sent so as to reach us not later than **14:00 hrs. on September 17, 2019.**
2. Tenderers should clearly indicate on each copy of the tender under their full signature whether it is original or duplicate copy. No tender will be received after **14:00 hrs. on September 17, 2019.** under any circumstances whatsoever.
3. Tenders shall be opened at **15:00 hrs. on September 17, 2019** at Reserve Bank Staff College, No. 359, Anna Salai, Teynampet, Chennai - 600018 in the presence of tenderers or their authorized representatives (**with authority letter**) who choose to be present. Tenders shall remain valid for acceptance by the Employer for a period of three months from the date of opening of the **tender** which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
4. **The tenderer must use only the forms issued by the Employer to fill in the rates.** Any addition /alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.
5. The tender form must be filled in English or Hindi and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the Bank in its discretion may consider the tender invalid.
6. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank’s option. No advice of any change in rate or of conditions after the opening of the tender will be entertained.
7. Each of the tender documents should be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
8. The tender submitted on behalf of a firm shall be signed by all the partners of the **firm or by a partner who has the necessary authority on behalf of the firm to enter into** the proposed contract. Otherwise, the Employer may reject the tender.
9. For due fulfillment of the contract by the contractor, 5% of the value of the work done will be deducted by the Employer from each payment to be made to the contractor toward Retention Money. Retention money deposit will be released by the Bank after carrying out rectification of the defects pointed out during the

Defect Liability Period. The amount retained by the Employer shall not bear any interest.

10. The Reserve Bank Staff College does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.
11. The Reserve Bank Staff College reserves the right to sub-divide the work mentioned in the tender, amongst two or more contractors at its own discretion and the Contractor will have to execute orders for part of the items placed with them at the quoted rates. 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. In this context, the rates quoted for each item must be self supporting and relevant.
12. Contract Agreement: 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 ten 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 Staff College of a tender will constitute a binding contract between the Reserve Bank Staff College and the person so tendering whether such formal agreement is or is not subsequently executed.
13. 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 serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the contractor.
14. The Contractor shall carry out all the work strictly in accordance with Drawings, details and instructions and Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Employer's decision in such cases shall be final and shall not be open to arbitration.
15. A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omissions, deductions or addition at the discretion of the Employer. 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.
16. 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 for making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.
17. The rates quoted in the tender shall include all charges for supply, installation (assembly), testing, packing, handling and transport for all supplies. The rates

shall include storage, watch and ward, temporary structures, lighting at night, tools and tackles, labour and other services for erection and commissioning works.

18. The rates shall also be firm and shall not be subject to exchange variations, labour Condition, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates IGST, CGST, SGST, excise duty, customs duty, octroi duty and any other tax and duty or other statutory dues levied by the Central Government or any State Government or local authority, if applicable. No claim in respect of IGST, CGST, SGST, excise duty, customs duty, Octroi duty or other tax or duty or levy whether existing or future shall be entertained by the Employer. Bill of the Contractor, Supplier, Vendor shall be as per the GST requirements and compliances.

19. Prices of extras etc and ascertainment:

a) The contractor may, when authorized and shall, when directed in writing by the Employer add to, omit from or vary the works shown upon the drawings, or described in the Specifications, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall if, confirmed in writing within seven days, be deemed to have been given in writing. No claim for an extra work/ item shall be allowed unless it is executed with the written approval of the Employer. Any such extra is herein referred to as 'Authorized extra' and payment shall be made in accordance with the flowing provisions;

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. Rates for all items wherever possible shall be derived out of the rates given in the Priced Schedule of Quantities.

ii) 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 (iii) hereof. iii) 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.

iv) Where extra work cannot be properly measured or measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of Quantities 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 Employer, the workmen's names) and materials employed be delivered for verification to the Employer or his representative at or before the end of the week following that in which the work has been executed. It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates supported by rate analysis worked on the 'actual cost basis', plus 15% towards establishment charges, contractor's overheads and profit. Such items will not be eligible for escalation.

b) The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of work if the quantities of any of the items of work exceeds by more than 25 % of the tender quantities, the quantities of such items executed, by the authority of Bank's Engineer, in excess of 25% of the tender quantity shall be considered as an extra item of work for which the contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's over heads and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustments 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 Bank, the contractor shall not be entitled to any claim on this account.

20. Liquidated damages for delayed completion: "If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor, as per the rate indicated in Appendix to the tender.

21. 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 trader 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 purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect therefore. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

22. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though these items are not included in the quantities and rates. The Employer will issue schedule of instructions in respect of such additional items and their quantities in writing.

23. 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 Employer.

24. Defects Liability Period: Any defect or fault which may appear during **12 months** from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time

as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. Firm should provide 4 free service during DLP period. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

25. Comprehensive AMC – for 6 years after DLP

Conditions	1.5 TR Split AC
Comprehensive AMC covers all parts of AC including copper pipe	Yes
Gas charging	Included in AMC
Supplied Stabilizer Covered under AMC	Yes
Labour, Transportation, material or any other work for making the AC/Stabilizer back to good condition	Included in AMC
Servicing of AC unit	Quarterly
Breakdown Calls	Unlimited
AMC Payment	Quarterly after completion of satisfactory service. Service report duly signed by authorised person of RBSC should be attached with Bill
Period for AMC to be provided	For a period of 6 years after 1 year DLP
Hike in AMC amount	As per the formula given at the end of table
Time for attending the complaint after lodging complaint via email/FAX/Phone or any other means	24 hours
Penalty for not attending the complaint on time (Penalty may waive by RBSC based on the engineer's report)	200/day/ACunit
Alternate AC unit to be provided by the vendor in case if the time taken for repair is more	Vendor has to provide an alternate AC free of cost based on the request from RBSC. No extra charges will be paid in this regard
Pasting of a sticker indicating firm's name and contact number/email	Should be pasted on both indoor and outdoor unit

- a. The service contract shall be renewed for a further additional period of at least 6 years after the initial annual service contact period of one year after one year

DLP. While renewing the contract the new contract amount will be arrived at based on following formula.

$A_C = A_P [(15+60x(EPI_C/EPI_P)+25x(CPI_C/CPI_P))] \times 1/100$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI_P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

26. Stipulated time for completion of work: Time is the essence of the contract. The entire work is to be completed within a period of **45 days from the 10th date of issue of work order**. The Contractor is advised to visit the site and get himself fully acquainted with the general and local site conditions, particularly, those having borne upon transportation, handling, storage etc. prior to quoting the tender.

27. Tender Evaluation formula

For arriving at L1, Tenders will be evaluated based on the formula - **(Total cost of work – Buyback amount+ (6 x Total amount of AMC quoted per year))**

28. Materials to conform to specifications:

- i) All materials and workmanship shall, so far as procurable, conform strictly to requirements in accordance with the schedule of quantities and instructions of Bank's Engineers and the contractor shall, upon the request of the Bank's Engineer, furnish proof to his satisfaction that they so conform and if required shall also furnish all invoices, accounts, receipts and other vouchers for this purpose.
- ii) The contractor shall place orders for all materials required in time and in any case not later than the dates fixed in the approved programme. Wherein the matter of procurement of such materials as are collected or the distribution of which are regulated by Government, Central or Local, or by any other Central/State Authority, the employer is obliged to issue any certificate or sign applications for license or permit, by virtue of orders of such Government or authority or by custom or practice, it shall be the sole responsibility of the contractor to arrange for all the formalities to be completed in time and follow up the matter with the concerned authorities and the installations according to the approved programme, and the employer will not assume any responsibility for delays in this regard nor for the payment of fines, penalties, demurrage and so forth due to the contractor not taking timely action in the process of procurement. The contractor shall not raise any plea, quoting delays in the completion of the formalities or of delays by the authorities concerned for any compensation whatsoever.
- iii) However, the contractor shall, before he place orders for supply, furnish to the Bank's Engineer at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in

time, notwithstanding prior approval by Bank's Engineer/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases when makers/manufacturers have test certificates for their goods/articles/ products/ processes/equipment, Photostat copies of such test certificates shall be produced by the contractor along the samples.

iv) The Bank's Engineer will, within one week of the date of supply of samples or within such further period, as it may, depending upon each case, requires intimating to the contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Bank's Engineer for his approval, fresh samples complying with the specifications.

v). The approved samples, bearing distinct marks of identification of such approval, shall be displayed by the contractor, at his own expense, prominently at the site, during the entire construction period, and for one month after the date of virtual completion of the work, for inspection/verification by the Bank's Engineer/Employer, without any charge accruing to him (contractor) the approved samples remaining in the safe custody of the contractor till they are so handed over to the employer.

vi) The contractor shall indemnify the employer or any agent servant or employee of the employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claims being made or action being brought against the employer in respect of any such matter as aforesaid, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with specified direction issued by the employer or the Bank's Engineer in connection with the contract, but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any specifications issued after conclusion of the contract.

vii) The Bank's Engineer shall be entitled to have tests carried out on the work or its parts or material accessories, either during its progress or on completion, where and when deemed necessary or on any materials to be incorporated in the work/installation supplied by the contractor or otherwise, notwithstanding that the work or its parts or accessories or the said materials have been accepted and passed/passed for incorporation. If any material, accessories, work done etc. do not fulfil the technical requirements / quality, the same will be rejected by the Bank without paying any compensation for the work done / material used in the work by the contractor. In case of failure / negative test results, neither the testing charges nor the restoration / re-doing cost of the work will be reimbursed.

29. The successful tenderer shall carry out of each item of work given in the Schedule of Quantities and get the same approved from Bank's Engineer before going for full execution of the work given in the order. Any minor modifications/changes suggested by the Bank's Engineer should be affected without any extra cost.

30. The successful tenderer may please note that, the Employer will deduct the amount on account of income tax including surcharge and / or any other taxes as applicable from the bills.

31. Employer reserves the right to reject and / or refuse any material of doubtful quality and workmanship.

32. **Defective Materials:** Any defects or faults in the materials supplied and in the work done by the contractor which may appear during execution of the work or within twelve months shall, upon the discretion of the Bank's Engineer be replaced or set right by the Contractor at his own cost within 7 (seven) days of receiving such directions. The Bank reserves the right to get the work executed/ work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Contractor.
33. **Approval of Samples:** Contractor shall have to produce samples of the material for Bank's approval for which no separate payment will be made. Approval of the sample by the Bank will not relieve the contractor from of his responsibility / obligation about the specifications and other stipulations in the contract.
34. The work shall be carried out in such a manner that there shall be minimum disruption to the office/ occupants. A programme shall be drawn in consultation with the Banks Engineer for this purpose.
35. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account. The contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the schedule of quantities during the course of the work and shall only carry out the same on written approval from the Bank's Engineer.
36. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in clause 21 of the General terms and conditions. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer.
37. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.
38. The successful tenderer should make with own arrangements to obtain all materials required for the work.
39. The Contractor shall strictly comply with the provision of safety and fire safety code annexed hereto.
40. The earnest money deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

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

Place:

Signature of Tenderer:

Date:

Address

Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the sides rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

FIRE SAFETY

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

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects.

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

The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.
4. **Authorities, notices and patents**: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with.

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

The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all

royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

5. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
6. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer 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.**
7. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
8. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
9. **Access to works**: The Employer, shall at all reasonable times, have free access to the works 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 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.
10. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.) 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 a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

11. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
12. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under 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. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
13. **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 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

14. **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
15. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be

taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

16. **Prices for extra** : The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

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

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

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

19. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good

in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

20. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
21. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

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

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

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

23. **Insurances:** The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an IRDA approved office the following insurance policies in the joint name of employer and himself with the **employer being first (Principal, Reserve Bank Staff College)** and deposit such policy or policies with the employer from time during the currency of this contract.
- a. Storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
 - b. Workmen compensation policy.
 - c. Third party liability policy with the limits as under.
 - I. Rs.10,00,000/- per annum
 - II. Rs.2,00,000/- per occurrence
24. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
25. **Damages 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 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
26. **Delay and extension of time:** If in the opinion of the Employer the works be delayed(a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

27. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

28. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

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

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the

Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

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

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

30. **Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be

issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases 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 the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

31. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
32. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
33. **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 the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators

nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, 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.

Right of technical scrutiny of final bill

34. The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc. to be made at the time of payment of the final bill. If as a result of this examination of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

Employer entitled to cover compensation paid to workman

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

Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of works

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

Return of surplus materials

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

Right of employer to terminate contract in the event of death of Contractor or individual

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

39. Non-disclosure Clause:-

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the

details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

40. **Sexual Harassment of women at work place**

- a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

Place:

Signature of the Contractor

Date:

With the seal of their Company

APPENDIX HEREIN BEFORE REFERRED

1. Defects liability Period (DLP)	1 Year from the date of issue of virtual completion certificate.
2. Period of final measurement	3 months from the date of final commissioning.
3. Date of commencement	10 th day from the date of award of work
4. Date of completion	45 days from the date of commencement of work.
5. Earnest money deposit (EMD)	EMD @ 2% of the total contract amount as specified in the tender will be collected from successful bidder. EMD shall be refunded after virtual completion or obtaining Performance Security as applicable.
6. Payment terms	95 % of the value of work done after successful completion of the work, subject to statutory deductions.
7. Liquidated Damages	0.25% of contract value per week subject to the maximum of 10% of the contract value.
8. Percentage of retention money to be deducted from bills (R.M.)	5% of the value of bill. Retention money will be released after successful completion of DLP

Place:
Date:

Signature of the Contractor
With the seal of their Company

SPECIAL CONDITIONS

1. Work is to be carried out in occupied premises / building. The tenderer may note that the work is to be executed with least disturbance to the users.
2. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy yourself before submitting your quotation and to obtain all necessary information as to the risk, contingencies and other circumstances, which may influence or affect your quotations. You shall be deemed to have full knowledge of the site, whether you inspect it or not and no extra charges will be paid by RBSC in this regard.
3. The workmen will not be allowed to stay within the premises beyond working hours.
4. The water required for the work or workmen may be taken free of cost from the available sources/points in the premises. However, the contractor has to make all necessary arrangements for taking the water to the required locations at his own cost. Similarly, the electric power required for the work may also be drawn free of cost from the available points. The Contractor has to make his own arrangements to take the supply to the requisite position / locations.
5. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
6. Fabrication work shall be done at the contractor's factory/ workshop to the customized size to suit the site conditions. Bank's authorized official/s shall be entitled to inspect the material / fabrication work at any time in the factory or workshop of the contractor, if they so desire and the vendor shall provide all reasonable facilities to do so.
7. The material required for the work are to be taken to the work place through the staircase without any damages to the buildings and least disturbance to the residents.
8. The debris/dust or any wastage generated out of the work shall be cleaned on a day to day basis including staircase, passages affected/used by the labourers at no extra cost. The entire debris/waste material shall be taken out of the Bank's premises as and when directed by the Bank's Engineer. The contractor will be solely responsible if any debris is noticed by the Municipal Corporation authorities and penalty levied.
9. The work may also be done after normal working hours i.e. during nighttime as well as on holidays so as to complete it within the stipulated time frame. No extra charges will be paid under any circumstances for the late working hours, etc. whatsoever may be the reason. All dismantling work which involves generation of noise shall be done in a planned manner and preferably during day time. It shall be ensured that all the works in the proposed renovation are completed at the earliest possible time. The entire work shall be carried out with proper planning and least disturbance to the occupants.
10. Any damages caused to the Bank's property or residents' property by the contractor or his workers, the same shall be repaired/ rectified by the contractor at his own cost.
11. The work has to be done in proper coordination with the contractor who supplies UPS or any other agency engaged by the Bank.

12. The successful tenderer will be required to prepare sample of each item of work at his own cost for Bank's approval. The work on large scale shall be taken up only after approval of the samples by the Bank's Engineer.

13. Extreme care shall be taken by the contractor to protect existing fittings/ fixtures/ structure / finishes. Any damages caused during the execution of the work shall be made good by the contractor at his own cost.

14. The tenderer shall use only the materials approved by the Bank's Engineer from the list mentioned in the Approved list of materials and stated in the Schedule of Quantities. The Bank will be at the liberty to choose any of the brands from the said list within the scope of the quoted rates. The contractor has to arrange for the samples of all the items required for the work to seek Bank's approval at his own cost before proceeding with bulk purchase.

15. Programme should be submitted before commencement of work so as to enable the Bank to intimate occupants and other agencies in advance for smooth working and better progress and the time schedule should be strictly adhered to.

16. Contractor shall procure the required quantity of the materials before commencement of work. He shall make his own arrangements for storing of their materials at site.

17. The successful tenderer shall be solely responsible for safety & security of the materials. He shall also take necessary fire prevention steps at all the times.

18. The Contractor should have valid Labour License from the Labour commissioner wherever the number of labourers engaged is 20 or more.

19. The contractor shall employ a well experienced site supervisor to supervise day-to-day works. Such a person shall be capable of following the instructions of the Bank's Engineers and execute the works as per the specifications laid down in the Tender.

Place

Signature of tenderer

Date

Name & Address

Technical Specification:

SI No	Work	Description
1.	SITC of Split AC unit	<ul style="list-style-type: none"> • Capacity : 1.5 TR (18000 BTU/ hr) • Category : Inverter Split Air Conditioners • Compressor type : Rotary • Star rating : BEE 5 Star • 100 % Copper • Working temperature range : Up to 50 degree Celsius • Refrigerant : R410/R407 • Cost of minor civil/ Electrical works as per site condition should be done without any extra charge.
2.	Supply and fixing of PVC insulated wire (Common for the work)	<ul style="list-style-type: none"> • All wires used should be FRLS PVC insulated. • Conductor material : Copper stranded conductor • Colour code should be followed as follows Phase- Red/ Yellow/ Blue Neutral- Black Earth- green • PVC wires should be routed through ISI marked, medium class PVC conduit/ bends/ coupling etc. of suitable size, such that wires inside the conduit won't get crowded. Minimum size of conduit: 20mm dia., Medium class conduit. Conduits should be clamped on wall at regular interval with heavy duty saddles. • Preferably power/circuit , light point should be routed through separate conduit • Sufficient number of junction box/ ceiling rose should be provided as per site condition. • Flexible PVC conduit should be provide wherever necessary • Wiring should be carried out in neat manner following good engineering practice as directed by the engineer. • Any associated civil work as per site condition should be carried out • Termination of all wires above 4 sqmm should be done with proper lugs

Approved makes:

Item	Make
Split AC	Bluestar/ Carrier/ Hitachi/ Mitsubishi/ Voltas/ Daikin
Stabilizer	Vguard/ Premier/ Everest
Cables/ Wires	Polycab/ Finolex/ Gloster / CCI
PVC drain pipe/ bends/ coupling etc	Finolex/ Aashirvad/ Astral

Details of Technical parameters
(To be filled by the tenderers)

Sr. No.	Particulars	1.5 TR split
1	Make:	
	Model No:	
2	Star rating: (Inverter model)	Inverter model
3	Compressor type	
4	Compressor warranty in years	
5	Refrigerant type	
6	Condensation coil material (copper)	
7	Evaporator coil material (copper)	
8	Nominal Air flow	
9	i) Cooling capacity	
	ii) Rated power supply	
	a. voltage	
	b. frequency	
	c. phase	
	iii) Power consumption in watts	
	iv) fan speed	
	v) Dimensions	
	a. indoor unit	
	b. outdoor unit	
	vi) Cabinet material	
	a. indoor unit	
	b. outdoor unit	
10	Length of refrigerant pipe to be supplied with the unit at free of cost	-----RMT

Place:
Date:

Signature of the Contractor/firm with seal



Reserve Bank Staff College
Estate Cell / Chennai

**Quotation for Supply, Installation, Testing and Commissioning of Split ACs,
Reserve Bank Staff College, Chennai**

Bill of Quantities (BOQ)

All works mentioned in the BOQ should be quoted as per the corresponding technical specification

	Description	HSN Code	Qty	Rate (Per item)	Base Amount	CGST		SGST	
						Rate	Amount	Rate	Amount
1.	Supply, Installation, Testing & Commissioning of 1.5 TR capacity Split AC.unit with cordless remote etc as per the technical specifications given in the quotation. Rate must be inclusive of all taxes, duties, labour charges providing opening through wall, finishing the surface used for taking copper pipe using white cement /suitable insulation material, and transportation at site as per details given in the quotation. Outdoor units to be installed on fabricated/readymade iron stand/Pre fabricated iron block		17 Nos						
2.	SITC of copper piping with nitrile insulation along with supports, hardware etc. required for the work mentioned in SI No:1		110 Meter						
3.	SITC of suitable power/communication cable for the supplied AC mentioned in SI No:1 from outdoor unit to indoor unit. Make: Polycab/finolex(It is preferable to avoid jointing, if jointing is		120 Meter						

	unavoidable it should be done through properly rated connectors)								
4.	SITC of suitable KVA stabilizer for the AC		17 Nos						
5.	SITC of Cotton Tape for covering copper piping for insulation		110 meter						
6.	SITC of suitable fabricated/readymade iron stand with vibration pad for placing outdoor unit of 1.5 TR split AC		14 Nos						
7.	SITC of suitable prefabricated concrete slab with vibration pad for placing outdoor unit of 1.5 TR split AC		3 Nos						
8.	SITC of 1 inch PVC drain pipe along with hardware or accessories and connecting the drain line till ground. Pipe inside room should be covered with nitrile insulation		110 Nos						
9.	Buyback amount of old Split AC units. (Vendors are requested to quote rate inclusive of GST)		15 Nos.			Quoted rate inclusive of GST			
10.	Buyback amount of old Multi Split AC units (Vendors are requested to quote rate inclusive of GST)		1 No			Quoted rate inclusive of GST			
11.	Charges for all inclusive comprehensive AMC (after 1 year, includes all part of ac as mentioned in the document per year. (AMC will start after 1 year DLP)- for 1.5 TR inverter Split AC		17 Nos						

12.	GST				
<p>Total value of work figure: _____</p> <p>Total value of work in</p> <p>words: _____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">_____</p>					

Place:
Date:

Signature of the Contractor/firm with seal