



RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS, PUNE

SCHEDULE OF TENDER (SOT)

Item	Description
e-Tender no	RBI/CAB Pune//428/22-23/ET-428
Name of the work	Renovation of Staircases of Rajanigandha Staff Quarters located at Aundh, Pune.
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
Date of NIT available to parties to download	From 05:00 PM of 23.11.2022
Pre-Bid meeting	At 11:00 AM on 28.11.2022
Earnest Money Deposit	₹13,600/- (Rupees Thirteen Thousand and Six Hundred only)
Tender Fees	NIL
Date of starting of e-Tender for submission of online Techno-Commercial Bid and price bid at www.mstcecommerce.com/eprochome/rbi	4:00 PM of 01.12.2022
Last date of submission of EMD	Till 12:00 PM of 13.12.2022
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 13.12.2022
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	4:00 PM of 13.12.2022
MSTC Transaction Fee	Amount as prescribed by MSTC Ltd.



**COLLEGE OF AGRICULTURAL BANKING (CAB)
RESERVE BANK OF INDIA
PREMISES SECTION
UNIVERSITY ROAD, PUNE – 411 016
Notice Inviting Tenders**

RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS

1. College of Agricultural Banking, Reserve Bank of India, Pune (**the Bank**) invites E-tenders from Bank's empaneled vendors for **RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS**. The work is estimated to cost **Rs.6.79 Lakhs (including 18% GST)** and is to be completed within **45 days** from the 10th day of written order to commence work.
2. The EMD of **Rs. 13,600/-** shall be submitted in the form of NEFT. Details of NEFT are given in Section I of this tender.
3. Online tenders will be available for viewing /download **from 05 PM on 23/11/2022** from the website www.mstcecommerce.com.
4. The intending bidders must be **empanelled with College of Agricultural Banking, Reserve Bank of India, Pune** in category of works above Rs.5.00 lakh (Category III & above) in the trade of Civil works. **The tender must be uploaded on the website www.mstcecommerce.com.**
5. A pre-bid meeting (off-line mode) of the intending bidders will be held **on 28/11/2022 at 1100 hours** at College of Agricultural Banking, Reserve Bank of India, University road, Pune-411016.
6. The duly filled in tender documents shall be uploaded on MSTC site www.mstcecommerce.com till **2.00 PM on 13/12/2022**.
7. Part I of the tenders will be opened on-line at **4.00 PM on 13/12/2022** in the presence of the authorized representative of the bidders who choose to be present. Part-II (Price bid) of the eligible bidders shall be opened on a subsequent date which will be intimated to the bidders in advance.
8. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject any or all the tenders without assigning any reason there for.

Principal

SCHEDULE OF TENDER (SOT)

Item	Description
e-Tender no	RBI/CAB Pune//428/22-23/ET-428
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
Date of NIT available to parties to download	From 5.00 PM of 23/11/2022
Pre-Bid meeting	At 11:00 AM on 28/11/2022
Earnest Money Deposit	Rs.13,600/- upto 12.00 pm on 13/12/2022
Tender Fees	NIL
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	4:00 PM of 01/12/2022
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 13/12/2022
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	4:00 PM of 13/12/2022
Transaction Fee	Amount as advised by M/s MSTC Ltd.

Important instructions for E-procurement

Bidders are required to register themselves with MSTC E-commerce portal to participate in the bidding process. Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

1	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. depts → Select RBI Logo- > Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (RBI):</p> <ol style="list-style-type: none">1. Kamal Kumar Batra (Asst. General Manager): 8209490528 (kbatra@rbi.org.in)2. Sudhansu Vikram (Asst. Manager): 9041088108 (sudhansuv@rbi.org.in)3. Pooja Pai (JE Civil): 7499116355 (poojapai@rbi.org.in) <p>Contact person (MSTC Ltd):</p> <p>Centralized helpdesk for vendors: 033-234002020/23400021/23400022</p> <p>2. Helpdesk at MSTC Mumbai for vendors: 022-22886268/22822789</p>
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	<p>3. Mr. Tanmoy Sarkar, Deputy manager : 8349894664 – tsarkar@mstcindia.co.in</p> <p>4. Ms. Rupali Pandey, Deputy Manager: 9458704037- rpandey@mstcindia.co.in</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p>
	<p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p><input type="checkbox"/> Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. <input type="checkbox"/> Other Settings:</p> <p>Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the</p>

	<p>transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p>

	<p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Tender issuing authority reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.



**COLLEGE OF AGRICULTURAL BANKING
RESERVE BANK OF INDIA
UNIVERSITY ROAD
PUNE – 411 016**

PART – I (Technical Bid)

RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS

Name of Contractor: _____

Date of NIT	: 23/11/2022 Time: 5.00 PM
Pre-bid Meeting	: 28/11/2022 Time: 11.00 AM
Last date of submission of tender	: 13/12/2022 Time: Up to 2.00 PM
Date of opening of Technical Bid	: 13/12/2022 Time: 4.00 PM

INDEX

Section	Description	Page Nos.
A	NOTICE INVITING TENDER	1
	SCHEDULE OF TENDER	2
B	IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT	3-6
C	PART I- TECHNIAL BID	7
D	SECTION A	9-13
E	SECTION B	14-28
F	SECTION C	29-34
G	SECTION D	35-36
H	SECTION E	37
I	SECTION F	38
J	SECTION G	39-43
K	SECTION H	44
L	PART II- FINANCIAL BID	46-47

Section A

LETTER OF OFFER

To,

Dear Sir,

Dear Sir / Madam,

Having examined the Drawings, Specifications, Designs and Schedule of Quantities relating to the works specified in the Memorandum herein after set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with the Specifications, Designs, Drawings and Instructions in writing referred to in Conditions of Tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract 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	RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS
b	Estimated cost	Rs. 6.79 Lakh
c	Earnest money Deposit	Rs. 13,600/-
d	Time allowed for completion of the work	45 days from the 10 th day of written order to commence the work.

2. Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the Reserve Bank of India the amount mentioned in the said Conditions
3. I/ We have deposited a sum of **Rs. 13,600/-** earnest money with the RBI, which amount will not bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the RBI.

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

Address:

ii)

Address:

Name of the partner of the firm authorized to sign.

OR

Name or person having power of attorney to sign the contract

(Certified copy of power of
Attorney should be attached.)

Yours faithfully,

(Signature of the Contractor with seal)

Witness:

1) _____

Signature

Address

.....

2) _____

Signature

Address:

.....

INTERPRETATION CLAUSE

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

- a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.
- b) "Bank's Engineer": shall mean the Engineer of the Employer who is in - charge of the "Works".
- c) "Contractor" in the case of a partnership: "Contractor" shall mean ----- and ----
-----trading as partners in the name and style of ----- and having a place of
business at ----- and shall include the partners for the time being of the said firm
and the legal representatives of a deceased partner.
- C1) In the case of individual: "Contractor" shall mean Shri/ Smt.----- Trading in the name
and style of ----- and shall include his/ her heirs, successors and legal
representative.
- C2) In the case of company: "Contractor" shall mean ----- a company incorporated
under -----and having its registered office at ----- and shall include its
successors and assigns.
- d) "Site" shall mean the site of the contract works including any building and erections
thereon and any other land (inclusively) as aforesaid allotted by the Employer for the
Contractor's use.
- e) "This Contract" shall mean the Articles of Agreement, Instructions & conditions, Special
conditions, The Appendix, The Schedule of Quantities, drawings/ sketches and
specifications etc attached hereto and duly signed.
- f) "Notice in writing or written notice": shall mean a notice in written, typed or printed
characters sent (unless delivered personally or otherwise proved to have been received)
by registered post to the last known private or business address or registered office of
the addressee and shall be deemed to have been received when in the ordinary course
of post it would have been delivered.
- g) "Act of insolvency": shall mean an Act of Insolvency as defined by the Presidency Towns
Insolvency Act, or the Provincial Insolvency Act or any Act amending such original Act.

h) "Net Prices": if in arriving at the contract amount the contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item as a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and Provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

"The works": shall mean "**RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS**". Words imparting persons include the plural and vice versa where the context requires.

Section B

GENERAL INSTRUCTIONS TO BIDDERS AND CONDITIONS OF THE CONTRCT

1. The Part I and Part II of the Tender shall be uploaded on MSTC website. **The Part I of the tender should contain only covering letter, clarifications, technical and commercial conditions if any, Special conditions and the Part II should contain only Price Bid.**
2. No tender will be received after **2.00 PM on 13/12/2022** under any circumstances whatsoever.
3. Part I tender will be opened at 16. 00 Hrs. on the same date at the office of **The Principal, College of Agricultural Banking, Reserve Bank of India, University Road, Pune-411016** or any other officer designated for this purpose by him in the presence of the Bidders or their representatives, should they choose to be present. Part II of the tender will be opened on the same day or a subsequent date, which will be intimated to all the Bidders. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the **Part II of the tender** which period may be extended by mutual agreement and the Bidder shall not cancel or withdraw the tender during this period.
4. **Earnest Money Deposit (EMD):** The Earnest Money Deposit of **Rs. 13,600/-** shall be payable in the form of NEFT. Documentary proof in respect of remittance of EMD through NEFT should be submitted to the Bank. A tender which is not accompanied by EMD will not be considered. The EMD will be returned to the tenderer if his tender is not accepted by the Bank, without any Interest. The EMD paid by the successful tenderer shall be held by the Bank as security for execution and fulfilment of the contract. No interest shall be paid on this deposit.
5. **Retention Money Deposit (RMD):** 5% of the total value of work done will be withheld from the Bill by the Bank as Retention Money (RM). The Earnest Money Deposit (EMD) of the successful tenderer and the RM shall be converted into Security Deposit (SD). **On receipt of Virtual Completion Certificate issued by the Bank's Engineers, the EMD retained towards security deposit shall be released to the contractors and the Retention Money deducted towards Security deposit shall be released on expiry of the stipulated Defects Liability Period.**
6. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part.
7. The Reserve Bank of India 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.

8. **Contract Agreement:** On receipt of intimation from the Employer of the acceptance of his/their tender, the successful Bidder shall be bound to sign the formal Contract and within **fourteen days** thereof, the successful Bidder shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person/ firm so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful Bidder.
9. **Assignment and sub-letting:** 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.
10. The Contractor shall carry out all the work strictly in accordance with details, specifications and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer, any changes have to be made in the specification the Contractor shall carry out the same. The Bank's Engineer's decision in such cases shall be final.
11. A schedule of probable Quantities in respect of each work and Specifications is enclosed. The Schedule of Probable Quantities is liable to alterations as per Bank's requirement. 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 amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
12. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
13. **Taxes/ levies to be included in the rates:** The rates quoted in the tender shall include all charges for **packing, transport, loading, unloading, delivery at site, hire for any tools and plants etc.** The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.

The applicable GST percentage, as per the Govt. of India (GOI) extant rules/regulations, shall be added by the contractor at the end of the tender amount to work out the total tender amount.

14. 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 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 Employer shall if, confirmed in writing **within seven days**, be deemed to have been given in writing.

No claim for an extra 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 following provisions;

(i) 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.

(b) 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.

(c) 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 overheads 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.

15. **Liquidated damages for delayed completion:** Time allowed for carrying out the work is **45 days** which shall be strictly observed by the Bidder and it shall be reckoned from the **tenth day** of written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation at the rate of 0.25 % of the accepted contract value per week subject to a maximum amount of **10% of the contract amount**. The Bidder shall before commencing work prepare a detailed work programme, which shall be approved by the Bank's Engineer.
16. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
17. The successful Bidder is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. The Employer will issue schedule of Instructions in respect of such additional items and their quantities in writing.

18. The successful Bidder must co-operate with other contractor(s) appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Engineer.

19. **Defect Liability Period and Performance Guarantee Period:** Any defect such as peeling off, fading of paint or any other fault which may appear during 12 months Defect Liability Period stated in the Appendix hereto from the date of virtual completion of work 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. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

20. **Stipulated time for completion of work:** The work must be completed in given time period. The entire work is to be completed within a period of **45 days** from the tenth day 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 bearing upon transportation, handling, storage etc. prior to quoting the tender.

21. Materials to conform to specifications - Tests on Materials work etc.

- 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). However, the contractor shall, before he places 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.

iii). The Bank's Engineer will, within two weeks of the date of supply of samples or within such further period, as it may be depending upon each case, require to intimate to 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.

iv). 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 execution 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.

v). 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. The contractor should arrange for such tests at their own cost and no payment shall be made in this regards.

vi). The scope of the clause regarding test will cover not only materials/articles of everyday use and of ordinary description but also patented products and those under specific makes, notwithstanding that satisfactory test certificates from makers/manufacturers have been produced in accordance with sub clause-iii above.

vii). The methods of sampling, the nature and extent of the tests to be carried out and their interpretation shall be in accordance with the provisions of relevant BIS codes unless otherwise provided in this contract. The names of the laboratories or test houses, (where tests are to be done outside the site), in which the tests are to be carried out shall be got approved by the Bank's Engineer.

22. The contractor should quote rates as per Schedule of Quantities considering all the conditions mentioned above and elsewhere in the tender.

23. The successful Bidder may please note that, the Bank will deduct the amount on account of Work Contract tax, education cess and the income tax including surcharge etc., if any, from the bills as per the orders of State / Central Government as applicable during the period of the contract.

24. **Insurances:** The contractor shall be responsible for any injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-

alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage.

a) Under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

b) The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

c) The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract with an approved office, a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The minimum limit of the coverage under the policy shall be Rs.2 lakh per person for any one accident or occurrence and Rs.5 lakh in respect of damage to property for any one accident or occurrence. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen's Compensation Act** or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

d) The Contractor shall be responsible for anything, which may be excluded from the insurance policies above referred to, and also for all other damages to any property arising of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings of damage arising there from.

e) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor. In addition to the above, the Contractor shall insure the work and take **CAR (Contractors All Risk) policy** against loss due to fire, theft, earthquake etc., for the entire contract amount with an approved insurance company till the virtual completion of the work and deposit the policy or policies with the Employer before commencing the work.

f) In default of the Contractor insuring as provided above, the Employer may so insure and deduct the premiums paid from any money due or which may become due to the Contractor. In case, if for any reason, the Insurance is not taken, by oversight, by the Employer also and the fact comes to light at a later stage, the Employer shall deduct the premium for the Insurance as assessed by the Employer and the contractor shall accept the same without demur.

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

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

i) The contractor, in case of rebuilding or reinstatement after fire etc, shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall however, not be entitled to reimbursement by the Employer or any shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim arising as set out herein.

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

25. If in the opinion of the Bank's Engineer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractors own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (f) in consequence of the contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (g) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (h) in the event, the value of the work exceed the value of the Priced Schedule of Quantities

owing to variation, the Bank's Engineer may with previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lockout the Contractor shall immediately give written notice thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

26. If the contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reasons beyond the due date of completion stipulated in the contract, the contractor shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Employer, the provision of liquidated damages as stated under **Clause 15** will become applicable.

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

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

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

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

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

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

Or if the Bank's Engineer shall clarify in writing to the Employer that the contractor

- (i) Has abandoned the contract, or

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

Then and in any of the said case the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workers in carrying on and completing the works or by employing any other contractor or other person or persons to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the material and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer 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 Bank's Engineer shall thereafter ascertain and certify in writing under this what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and expense or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

b)Termination of the Contract by the Contractor: If the payment of the amount certified by the Bank's Engineer and payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer shall repudiate the

Contractor, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and if any of the said cases the contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment of all works, executed and for any loss he may sustain upon any plant or materials supplied or purchase or prepared for the purpose of the Contract.

In arriving at the amount of such payment the net rates contained in Contractor's original Tender shall be followed.

28. The Employer may, in his absolute discretion, issue written instructions in regard to;
- a. The variation or modification in the design shape, quality or quantity of the items of work or the addition or omission or substitution of any item of work.
 - b. Any discrepancy in the Bill of Quantities and or specifications.
 - c. The removal from the site of any person or material brought thereon by the Contractor not to their satisfaction and the contractor shall forthwith comply with and carry out any such instructions.
29. Rates of items, if any, not mentioned in the Bills of quantities shall be fixed by the Bank's Engineer on the basis of the tendered rates to the extent possible or by rate analysis based on prevailing market rates.
30. The Contract document shall remain in the custody of Employer and shall be produced by him at his office and when required by the contractor. The contractor on signing hereof shall be furnished free of cost with a certified copy of the Agreement.
31. The contractor shall conform to the provisions of any Acts of Legislature relating to the various works and for manufacture and to the Regulations and Byelaws of an authority. The contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend at his own cost all actions arising from such claims.
32. The Employer or any of his authorized representatives shall have the power to reject and/or refuse any materials of doubtful quality and workmanship.
33. **Certificates and payment:** The contractor shall be paid by the Employer on the basis of the certificates to be issued by the Bank's Engineer subject to administrative checks and corrections if any.
34. **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 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.

35. 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 the Bank's Engineer in taking such measurements and calculations and to furnish all particulars and to give all assistance required. Should the contractor not attend or neglect or omit to send such agent, then the measurements taken by the Bank's Engineer or a person approved by him shall be made taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard mode of measurement, unless otherwise provided for elsewhere in this contract. The contractor or his agent may, at the time of measurement shall take such notes as he may require. All **authorized extra works**, omissions and all variations made without the knowledge, if subsequently sanctioned by him in writing shall be included in such measurements. The employer also reserves the right to verify any of the measurements of the contractor at any point of time before making the payment.

36. The contractor shall give notice of not less than ten clear days to the Bank's Engineer or his representative in charge of work before covering up or placing beyond the reach of measurement and correct dimensions thereof be taken before the same is covered up or placed beyond reach of measurement. If any work were so covered up without the consent of the Bank's Engineer and his representative in charge of the work shall be uncovered at the contractor's expense, within the aforesaid period of 10 days. In case of failure to comply with this clause the item will not be measured and paid for.

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

38. Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Bank's Engineer and within 45 days of the receipt of such notice, the Bank's Engineer shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment be made at reduced rates shall be issued. But no certificate of completion, provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work was executed all scaffolding, surplus materials, rubbish, temporary shed been erected or constructed by the contractor(s) and cleared off the dirt from all work, doors, windows, walls, floors or other parts of any building, in, upon or about which the work was executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Bank's Engineer.

39. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and debris as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended, the Employer, after issuing due notice, may at the expense of the contractor remove such scaffolding, surplus materials and debris etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually raised by the sale thereof. And the expenses incurred on account of site clearance may be recovered from any money due, or that may become due, to the contractor by the Employer.

40. If the contractor, within 10 days after receipt of written notice from the Banks Engineer, fails to comply with such further drawings/and or Bank's Engineer's Instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due or to become due to the contractor.

41. The Employer shall have a right to cause at 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 or otherwise any sum is found to have been overpaid or over-certified it shall be lawful for the Employer to recover the sum.

42. If for any reason, the Employer is obliged, by virtue of the provisions of the Workmen Compensation Act, to pay compensation(s) to workmen employed by the Contractor, in execution of the works, the Employer will 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 will be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.

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

44. Without prejudice to any of the rights of remedies under this Contract, if the Contractor dies, the Employer shall have the option of terminating the contract without compensation to the Contractor.

45. Settlement of disputes by Arbitration:

- (a) All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in **preceding Clauses** 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.
- (b) 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 clauses**, 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.
- (c) 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 between the party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.
- (d) 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.
- (e) The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the

decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

46. Wherever basic rate for the materials is specified, the contractor should produce 3/4 samples of materials for selection and the purchase rate for the selected items shall be got approved from the Bank's Engineer before purchasing such materials. The basic price of materials shall be taken as cost of material at dealer's ex-godown price excluding GST. If there is any difference in cost of materials selected with basic rate specified in the tender, such difference shall be adjusted while making payment to the Contractor. The adjustment in price of the materials shall be made on measured quantity only. Contractors profit of 15%(+/-) shall be considered on such difference. The contractor should provide to the Bank for verification, paid bills of all purchased materials for ascertaining the actual rate of purchase so as to settle the difference in cost of materials.

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

Place:

Signature of the Bidder:

Date:

Address of the Bidder:

Section C

Special Condition of the contract

1. The contractor shall abide all the Contract Labour (Regulation & Abolition) Act 1970 and its subsequent amendments.
2. The workmen will not be allowed to stay within the premises beyond working hours.
3. No storage space will be provided by the Bank. Contractors have to make necessary temporary arrangements for the same. However, they may be permitted to make temporary sheds at approved locations within the premises during the period of work. The same shall be removed and taken away by the contractor at their risk and cost after completion of the work.
4. The water required for the work or workmen can be availed from the available source at site free of cost. However, if there is shortage of water, contractors have to make their own arrangements for the same at their risk and cost. The Contractor has to make his own arrangements to take the supply to the requisite position/location.
5. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position in consultation with Bank's Engineers.
6. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
7. The authorized officials of the Bank shall be entitled to inspect the material/works at any time, if they so desire and the vendor shall provide all reasonable facilities to do so.
8. The contractor shall employ authorised and qualified site Engineer on a regular basis to supervise day-to-day works at site. 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. He shall also maintain daily labour report, daily material consumption, etc. and shall submit the same to the Department
9. The intending Bidder can obtain any clarifications regarding the tender provisions/specifications etc. if any from the office of the Principal, College of Agricultural Banking, Reserve Bank of India, University Road, Pune- 411016 on any Bank's working day.
10. The Bidder may please note that the work is to be executed in an occupied residential colony of the Bank and as such the entire work involved shall be carried out with least disturbance to the residents.
11. The entire materials for the work shall be brought to the working area through the staircase only without any disturbance to the residents.
12. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer and make the entire premises clear/clean on a day to day basis including staircase, passages affected/used by the labourers in the above work to the satisfaction of the Bank's Engineers at no extra cost. The entire debris/waste material shall be taken out of the Bank's premises and should not be dumped anywhere in and around the Bank's premises. The contractors are solely responsible if any debris is noticed by the local Corporation and penalty levied.

13. The Bidder is advised to inspect the proposed site of work to acquaint them of the scope of work.
14. The work has to be done in proper coordination with the Caretaker of the colony and other contractors engaged by the Bank.
15. The rates shall be exclusive of GST. **GST should be added separately taking into consideration the amount which the service provider needs to pay to the Govt. of India for providing the services to the Service Recipient in the BOQ.** Refer to the notifications issued by the Govt. of India in this regard from time to time.
16. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Bank feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
17. If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
18. In case for any item rate is not filled / found blank, the Bank shall take highest quoted rates among the Bidders for evaluation for such item rates. However, lowest quoted rate shall be payable to Bidder for such item, in case the Bidder is declared as lowest Bidder.
19. If there is any arithmetical error in totaling of individual items, the correct total shall be computed by the Bank and the same shall prevail.
20. **Non-disclosure:** The Firm 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 Firm during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Firm shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under the contract or to comply with applicable laws. The Firm 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 Bank. The Firm shall indemnify the Bank for any loss suffered by it 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 Firm and the Bank shall be entitled to claim damages and pursue legal remedies. The Firm 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 Firm's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
21. **Force Majeure:** The Bidder shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if the delay in performance or other failure to perform its

obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Bank will decide whether delay or failure on the part of the Bidder was the result of an event beyond his control or not. The decision of the Bank in this regard should be final and binding on the supplier and will not be open to question before any court / forum in any proceedings.

22. Termination of contract.

The Bank shall terminate the contract by giving seven days' notice if

- i. The bidder fails to deliver any or all items of work as specified in the tender document within the time period specified in the contract. or
- ii. If the bidder fails to perform any other obligations under the contract.

23. On termination of contract, the Earnest Money Deposit (EMD)/ Retention Money Deposit (RMD) of the bidder will be forfeited.

24. Termination for Insolvency: The Bank may at any time terminate the contract by giving written notice to bidder, without compensation to bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which the Bank is or will be entitled to take or seek.

25. Clause of Prevention of Sexual Harassment at Work place:

- a). The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank 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 firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.
- d). The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e). The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

26. All tenders are subject to arithmetical checking. In case of error in uploading formula on MSTC, the manual calculation will be done and work will be awarded accordingly.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned Contract is entrusted to me/us. I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Place:

Signature & seal of the Bidder

Date:

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place at site.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (Clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
4. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
5. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
(ii) Suitable facemasks should be supplied, for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
6. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

Place:

Date:

Signature of the Bidder:

Address:

FIRE SAFETY CODE

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, the Engineers shall be informed and only after the site inspection by them, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended shall be kept on the site.
- viii. Used drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, 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.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- xi. None of the passages near staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiii. Power supply shall be switched off from the mains when equipment is not in use.
- xiv. Any debris/ junks generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Date:

Signature of the Bidder:

Address:

Section D

GENERAL SPECIFICATIONS OF WORK

The scope of work covers 'RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS' in accordance with specifications prepared to the satisfaction of the Bank's Engineer. The following specifications shall form part of the contract and these shall have deemed to be supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.

KOTA STONE FLOORING

Kota Stone Slabs: The slabs shall be of selected quality, hard, sound, dense and homogeneous in texture free from cracks, decay, weathering and flaws. They shall be hand or machine cut to the requisite thickness. They shall be of the colour indicated in the drawings or as instructed by the Bank's Engineer. The slabs shall have the top (exposed) face polished before being brought to site, unless otherwise specified. The slabs shall conform to the size required. Before starting the work, the contractor shall get the samples of slabs approved by the Bank's Engineer.

Dressing Every slab shall be cut to the required size and shape and fine chisel dressed on the sides to the full depth so that a straight edge laid along the side of the stone shall be in full contact with it. The sides (edges) shall be table rubbed with coarse sand or machine rubbed before paving. All angles and edges of the slabs shall be true, square and free from chippings and the surface shall be true and plane. The thickness of the slab after it is dressed shall be 20, 25, 30 or 40 mm as specified in the description of the item. Tolerance of ± 2 mm shall be allowed for the thickness. In respect of length and breadth of slabs Tolerance of ± 5 mm for hand cut slabs and ± 2 mm for machine cut slabs shall be allowed.

Preparation of Surface and Laying: The specification shall be as described in as under (except that the edges of the slabs to be jointed shall be buttered with grey cement, with admixture of pigment to match the shade of the slab. The thickness of the joints should be minimum as possible. In any location, it shall not exceed 1 mm.): -

- Base concrete or the RCC slab on which the slabs are to be laid shall be cleaned, wetted and mopped. The bedding for the slabs shall be with cement mortar 1:4 (1 cement: 4 coarse sand) or as given in the description of the item.
- The average thickness of the bedding mortar under the slab shall be 20 mm and the thickness at any place under the slab shall be not less than 12 mm.

The slabs shall be laid in the following manner:

Mortar of the specified mix shall be spread under the area of each slab, roughly to the average thickness specified in the item. The slab shall be washed clean before laying. It shall be laid on top, pressed, tapped with wooden mallet and brought to level with the adjoining slabs. It shall be lifted and laid aside. The top surface of the mortar shall then be corrected by adding fresh mortar at hollows. The mortar is allowed to harden a bit and cement slurry of honey like consistency shall be spread over the same at the rate of 4.4 kg of cement per SqM. The edges of the slab already paved shall be buttered with grey or white cement with or without admixture of pigment to match the shade of the marble slabs as given in the description of the item.

The slab to be paved shall then be lowered gently back in position and tapped with wooden mallet till it is properly bedded in level with and close to the adjoining slabs with as fine a joint as possible. Subsequent slabs shall be laid in the same manner. After each slab has been laid, surplus cement on the surface of the slabs shall be cleaned off. The flooring shall be cured for a minimum period of seven days. The surface of the flooring as laid shall be true to levels, and, slopes as instructed by the Bank's Engineer. Joint thickness shall not be more than 1 mm.

Due care shall be taken to match the grains of slabs which shall be selected judiciously having uniform pattern of Veins/streaks or as directed by the Bank's Engineer.

The slabs shall be matched as shown in drawings or as instructed by the Engineer-in-Charge.

Slabs which are fixed in the floor adjoining the wall shall enter not less than 12 mm under the plaster skirting or dado. The junction between wall plaster and floor shall be finished neatly and without waviness.

Polishing and Finishing: The specifications shall be as described above except that (a) first polishing with coarse grade carborundum stone shall not be done, (b) cement slurry with or without pigment shall not be applied on the surface before polishing.

Cement

Cement shall comply in every respect with the requirements of the latest publications of IS 269 and unless otherwise specified, ordinary Portland cement shall be used.

The weight of cement in a sealed bag shall be considered as 50 Kgs being equivalent to 35 litres (1.2 Cu.Ft.) in column.

Cement shall be stored in weatherproof shed with raised wooden plank flooring to prevent deterioration by dampness or intrusion by foreign matter.

Sand

Sand shall be clean, free from salt, clay, loam, shells, vegetable matter and fit for use in the opinion of Bank's Engineer.

Coarse aggregate

Shall be angular, tough, sharp and well graded stone metal from approved source. It shall be clean and free from any foreign material. If directed, the metal shall be washed.

Cement mortar

Shall be of the proportion specified in the particular item in the Schedule of Quantities, sand shall be measured in suitable measuring boxes and correct quantity of cement shall be added. The materials are mixed dry on a clean platform. Clean water is then added and mixed thoroughly. It shall be prepared in such quantity as can be readily used up. Mortar which has partially set shall under no circumstances be re-tempered by mixing with additional material or water.

Place:

Signature & seal of the Bidder

Date:

Section E

APPENDIX HEREINBEFORE REFERRED TO

1. Defects liability Period	12 months from the date of issue of virtual completion certificate.
2. Period of final measurement	3 months from the date of final completion of the work.
4. Date of commencement	Within 10 th day from the date of award of work
5. Date of completion	45 days from the tenth day of issue of work order.
6. Liquidated Damages	0.25% per week of the contract value per week (subject to a maximum of 10% of accepted Contract Value.)
7. Retention Percentage	5%
8. Total Security Deposit (E.M.D plus 5% of the estimated cost put to tender)	Rs. 13,600/- + 5% RMD
9. Installment to be refunded after virtual completion	EMD of Rs. 13,600/-
10. Period of honouring interim certificate	One month from the date of certification by the AM/Manager (Technical)/ AGM (Tech)/DGM (Tech)/ GM (PMC)
12. Period of honouring final certificate	3 months
13. Interest for delayed payment	Three percent per annum

Place:

Date:

Signature of the Bidder:

Address:

Section F

LIST OF APPROVED MATERIALS

LIST OF APPROVED MATERIALS FOR RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS (Bank reserves the right to select any of the following)

Sr No	Material	List of approved manufacturer
01	Ordinary Portland Cement	Ambuja, Ultratech, Jaypee or Equivalent

Place:

Date:

Signature of the Bidder:

Address:

Section G
DRAFT ARTICLES OF AGREEMENT

(Bank Reserves the right to further modify/revise/change the content of the agreement)

ARTICLES OF AGREEMENT made the day of.....
..... Between the Reserve Bank of India
(hereinafter called "the Bank") of the one part and
.....(Hereinafter called "the Contractor") of the other part.
WHEREAS the Bank is desirous of taking up the '**RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS**' and has caused Drawings and Schedule of Quantities showing and describing the work to be done prepared by or under the directions of Banks architect/Engineers.

AND WHEREAS the Contractor has agreed to execute, subject to the conditions set forth herein and in the correspondence attached hereto 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 herein after referred to as "the said Conditions") the works described in the said Specifications and included in the said Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived or such other sum as shall become payable there under (herein after referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In consideration herein mentioned the Contractor will, subject to the conditions annexed carry out and complete the work shown in the Contract, Drawing and described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the same manner specified in the said Conditions.
3. The said conditions and Appendix thereto and the correspondence attached hereto 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 the correspondence and perform the agreements on their part respectively in the said Conditions and the correspondence contained.
4. The plan, agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is neither a fixed Lump sum Contract nor a Piece Work Contract, but it is a Contract for the complete work to be paid for according the actual 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 works or other Contractors appointed by the Bank and shall make good any damages done to walls, floors etc. after the completion of such works.

7. The Bank reserves the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Bank's Engineer.
8. Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work within the 10 days from the date of written order to commence the work or from the date of handing over the site whichever is later as provided for in the said conditions and to complete within **45 days** and contractor has to complete the entire work within specified time subject nevertheless to the provision for extension of time.
9. All payments by the Bank under this contract will be made only at Pune.
10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Pune and only courts in Pune shall have the jurisdiction to determine the same.
11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS HEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual)

IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized officials and the contractor has caused its common seal to be affixed hereunto and the said two duplicates has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written (if the Contractor is a Company)

Signature clause.

SIGNED AND DELIVERED BY

The Reserve Bank of India by the

hand of

Shri _____

Name and Designation

in the presence of

1) _____

Address:

2) _____

(Witness)

SIGNED AND DELIVERED BY

in the presence of

1) _____

Address _____

2) _____

Address _____

(Witness)

Witnesses

SIGNED & DELIVERED BY

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

of all the partners. in the
presence of :

1)

Address

2) _____

Address

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
in token thereof in the
presence of
in the Articles of Association.

If the Contractors signs under presents
common seal, the signature clause
should tally with the sealing clause

1) _____

2) _____

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

If the Contractor is signing by the hand of Power of Attorney, whether a company or an individual and

Place:

Date:

Signature & seal of the Bidder

Section H

NEFT Details

Details of Bank Account for effecting e-payments

Name of the Institution: College of Agricultural Banking, Reserve Bank of India, Pune
Address (in full): College of Agricultural Banking, Reserve Bank of India, University Road,
Pune-411 016

1	Name of the Account Holder (as appearing in the Bank Account)	College of Agricultural Banking, Reserve Bank of India, Pune
2	Account Number	8691632
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR 5286M
5	Name of the Bank	Reserve Bank of India
6	Name of the Branch	CAB,PUNE
7	Address of the Bank	CAB, RBI, University Road, PUNE
8	NEFT/IFS Code	RBIS0PUPA01 (0 in the code represents ZERO)
9	Name of the Account	Sundry Deposit A/c-DAD
10	GST Number	27AAIFR5286M1ZG

Details indicating exemption from payment of IT (if applicable):

NOTE :- UNDER SECTION 48 OF RBI ACT 1934, RBI SHALL NOT BE LIABLE TO PAY INCOME TAX OR SUPER TAX ON ANY OF ITS INCOME, PROFITS OR GAINS.

Section I

**COLLEGE OF AGRICULTURAL BANKING
RESERVE BANK OF INDIA
UNIVERSITY ROAD
PUNE**

PART II

TENDER FOR

RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS

(FINANCIAL BID)

Name of the Bidder: _____

Address: _____

Date of NIT	: 23/11/2022 Time: 5.00 PM
Pre-bid Meeting	: 28/11/2022 Time: 11.00 AM
Last date of submission of tender	: 13/13/2022 Time: Up to 2.00 PM
Date of opening of Technical Bid	: 13/12/2022 Time: 4.00 PM

**COLLEGE OF AGRICULTURAL BANKING,
RESERVE BANK OF INDIA,
UNIVERSITY ROAD,
PUNE**

RENOVATION OF STAIRCASES OF RAJNIGANDHA STAFF QUARTERS

SCHEDULE OF QUANTITIES

For Information (Not For Quote)

Sl. No.	Description	Quantity	Unit
1	DISMANTLING AND DEMOLISHING WORK		
1.1	Dismantling existing flooring, skirting etc. of staircases including stacking of serviceable material/debris and disposal of serviceable material/debris at authorised dumping yard of local authority at own cost and as directed by Bank's engineer.	206	SqM
2	FLOORING IN STAIRCASE		
2.1	Providing and laying 20-25 mm thick Kota stone slabs flooring in treads, risers, mid- landing etc. on 12 mm (average) thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing etc. complete at all levels and as directed by Bank's Engineer.	206	SqM
	<p>Note: 1. The Kota Stone should be laid in single piece at the treads & risers of the staircase and only exposed area shall be measured and paid for.</p> <p>2. The quoted rate shall include the cost of all materials, wastages, labour of all descriptions, carrying out the work as per specifications & as directed by Bank's Engineer, sundries, taxes, levies, all operations which may or may not be detailed here but are necessary for satisfactory completion of this item of work, insurance premium, contractors profit and overheads etc. complete and shall be deemed to have been quoted for the finished item of work to be measured at site for making payments.</p> <p>3. The rate quoted shall include cost of making good any damages made to the walls etc. (excluding painting) etc. No extra charges shall be paid in this regard.</p>		
	(Basic rate of Kota Stone= Rs. 50/- per SqFt excluding GST)		

N.B.- The Final L1 bidder will be decided only after arithmetical check-up manually as per the procedure mentioned in the evaluation of tender. After obtaining comparative statements from the MSTC web site all tax components and formula translation shall be manually verified and thereafter final lowest bidder will be calculated. As such lowest bidder declared by MSTC website may not always be final lowest bidder.

All tenders are subject to arithmetical checking. In case of error in uploading formula on MSTC, the manual calculation will be done and work will be awarded accordingly.

Place:

Date:

Signature & seal of bidder