



Regional Director, Reserve Bank of India, Bengaluru invites e-Tender through MSTC for **Providing and Laying GI Pipeline work for Corporation water at Nandini Layout Staff Quarters, Bengaluru.** The e-Tender along with the detailed tender notice is available at MSTC website <https://www.mstcecommerce.com/eprochome/rbi> and the website of the RBI at <https://www.rbi.org.in> under the menu "Tenders".

2. All empanelled bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.

3. The estimated cost of the work is ₹9.91 lakh (approx.), however the actual amount may vary.

4. The schedule for the e-Tendering process is as under:

A	E-Tender No.	RBI/Bengaluru/Estate/119/2020-21/ET/176
B	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
C	Date of NIT available to parties to download	10.00 am of September 28, 2020
D	Earnest Money Deposit	Rs. 19,280/- from successful bidder in the form Demand Draft / Bank Guarantee / NEFT to the Bank (details under para bidding in e-tender) after intimation by RBI.
E	Start Bid Date	11.00 am on September 28, 2020
F	Last Date for submission of the tender	2.00 pm on October 29, 2020
G	Date of opening of Part I (Technical Bid) of tender	3.00 pm on October 29, 2020

5. The Part-II i.e. price bid will be opened on the same day or at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

Note: All the tenderers may please note that any amendments / corrigendum to the e-Tender, if issued in future, will only be notified on the RBI and MSTC Website as given above and will not be published in the newspaper.

Regional Director
Bangalore

September 28, 2020



**Reserve Bank of India
Estate Department
Bengaluru**

e-Tender For

**Providing separate GI (Galvanized Iron) Pipeline for Corporation Water
at RBI Staff Quarters at Nandini Layout, Bengaluru**
Part -I

Name of Tenderer: _____

Address: _____

Due date and time for Submission of tender : Up to 03:00 PM. on October 29, 2020

Date of opening of Part- I of tender : At 03:30 PM on October 29, 2020

Venue : Reserve Bank of India
Estate Department, Nrupathunga Road
Bengaluru

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SCHEDULE OF TENDER (SOT)

a	E-Tender Number	Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru
b	E-Tender No.	RBI/Bengaluru/Estate/119/2020-21/ET/176
b	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c	Date of NIT available to parties to download	10.00 am of September 28, 2020
e	Pre-Bid meeting	Not applicable
f	Earnest Money Deposit	Rs.19,820/- from all bidders in the form Demand Draft / Bank Guarantee / NEFT to the Bank (details under para "bidding in e-tender) before 12.00 PM on October 29, 2020
g	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	11.00 am on September 28, 2020
h	Date and time of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	3.00 pm on October 29, 2020
l	Date and Time of opening of the tender	3.30 pm on October 29, 2020
j	Transaction Fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

IMPORTANT INSTRUCTIONS FOR E – PROCUREMENT

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

Process of E-tender:

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprchome/rbi

1).Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement →PSU/Govt. depts→ Select RBI Logo>Register as Vendor -- Filling up details and creating own user id and password→ Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI/MSTC, (before the scheduled time of the e- tender).

Contact person (RBI):

1. Shri D. Durga Prasad (Manager, Tech-Civil, Estate Department)
080-22180264 / 81972 87744
2. Smt. Uthara Lakshmi (Assistant Manager, Estate Department)
080-22180272 / 9486247212

Contact person (MSTC Ltd):

1. Shri. J. Damodaran, Branch Manager
080-22287356 / 9841002253 (jdmodaran@mstcindia.co.in)
2. Raveendranath, 76764 56095
3. Arnab Sarkar 9986036012

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

B) System Requirements:

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

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

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

Other Settings

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

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

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.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

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

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

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

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 Email ID 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).

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

Bidding in e-tender:

- a) Earnest Money Deposit for a sum of Rs.19,820/- shall be submitted to the Bank in the form of Demand Draft or irrevocable Bank Guarantee (as per format Annex II) issued by a scheduled commercial Bank drawn in favour of Reserve Bank of India, Bengaluru on before 12.00 pm on **October 29, 2020**.

The EMD amount may also be remitted to bank Account of Reserve Bank of India on or before 12.00 pm on **October 29, 2020** The account details for NEFT/RTGS transactions are as follows.

Beneficiary Name: Reserve Bank of India, Bengaluru

IFSC: RBIS0CBGPA01

Account No.: 8692299

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded.

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to **estate Bengaluru@rbi.org.in**.

A tender which is not accompanied by such EMD will not be considered.

No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority in due course.

- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) b) 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/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) c) The vendor should have 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, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.
- e) d) After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids.
- f) e) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) f) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) i) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

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

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 reasons thereof.

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

Vendors are requested to quote rates without GST on works contract. No change in quoted rates will be accepted.

PART - I

**NAME OF WORK: Providing separate GI (Galvanized Iron) Pipeline for Corporation
Water at RBI Staff Quarters at Nandini Layout, Bengaluru**

Terms & Conditions and Technical Specifications

Sl. No.	INDEX	Page Nos.	
		From	To
1	Letter of Offer	7	8
2	Articles of Agreement	9	11
3	Draft of Bank Guarantee	12	13
4	General Instructions to Tenderers and General Terms and Conditions	14	21
5	Conditions hereinbefore referred to	22	33
6	Appendix hereinbefore referred to	34	34
7	Special conditions	35	36
8	Safety Code	37	37
9	Specifications of work	38	39
10	Proforma of Bank Guarantee for Performance of the Contract in respect of items of work for which the tender have quoted low/unworkable rates.	40	41
11	List of approved makes materials	42	42
12	Schedule of Quantities	43	46

Letter of offer

Place:

Date:

Shri Jose J Kattoor
Regional Director
Reserve Bank of India
Estate Department
10/3/8, Nrupathunga Road
Bengaluru - 560 001

Dear Sir,

Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru

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

MEMORANDUM

(a)	Name of work	:	Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru
(b)	Estimated cost of the work	:	₹ 9.91 lakh
(c)	Earnest Money Deposit(EMD)	:	₹ 19,820/-
(d)	Time allowed for completion of the work from tenth day of written order to commence work	:	2 (Two) Months.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the Reserve Bank of India the amount mentioned in the said conditions.
3. We have deposited a sum of ₹ **9,91,000/- (Rupees Nine lakh Ninety One thousand only)** in the form of Demand Draft / irrevocable Bank Guarantee / NEFT as Earnest Money Deposit with the Reserve Bank of India, which amount is not to bear any interest. Should I/we fail to execute the Contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. Our Bankers are:

i) _____

ii) _____

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

i) _____

ii) _____

Name of the partner of the firm

Authorized to sign. _____

OR

Name of person having Power of

Attorney to sign the Contract

(Certified copy of the Power

Of Attorney should be attached). _____

Yours faithfully,

Signature of Contractor.

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

Witnesses:

1) _____

(Signature)

Address _____

2) _____

(Signature)

Address _____

Articles of Agreement

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

WHEREAS The Bank is desirous of carrying out the **Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru** and has prepared drawing and Schedule of Quantities showing and describing the work to be done under the direction of Bank's Engineer.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to for the complete work to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
7. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. **Time** shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within **2(Two months)**, subject nevertheless to the provisions for extension of time.
9. All payments by The Bank under this Contract will be made only at Bengaluru
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru and only Courts in Bengaluru shall have jurisdiction to determine the same.
11. That the several parts of this Contact have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

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

Signature Clause

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

(name and designation)

in the presence of

(1)

Address

(2)

Address

Witnesses

SIGNED AND DELIVERED BY _____

in the presence of

(1)

Address

(2)

Address

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

Witnesses

THE COMMON SEAL OF _____

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

(1)

(2)

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

(1)

(2)

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

SIGNED AND DELIVERED BY _____

If the Contractor is signing by the

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

hand of power of attorney,
whether a company or individual.

Draft of Bank Guarantee for Earnest Money Deposit
(To be stamped as Security Bond)

In consideration of Reserve Bank of India, BENGALURU (hereinafter called "the Reserve Bank") having agreed to exempt M/s. _____
_____ (hereinafter called "the said tenderer") from the demand under the terms and conditions of the tender for **Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru** (hereinafter called "the said tender") of Earnest Money for the due fulfillment by the said tenderer of the terms and conditions contained in the said tender on production of a Bank guarantee for **Rs 19,820/- (Rupees nineteen thousand eight hundred and twenty only)**. We (hereinafter referred to as "the Bank") do hereby agree and undertake to indemnify and keep indemnified the Reserve Bank to the extent of **Rs. _____/- (Rupees _____ only)** against any loss or damage caused to or suffered by the Reserve Bank of India by reason of any breach by the said tenderer of any of the terms and conditions contained in the said tender and pay to the Reserve Bank of India on demand without demur the said sum of **Rs. _____/- (Rupees _____ only)** within a period of one week from the date of receipt of demand from the Reserve Bank of India. Any statement made by the Reserve Bank of India and the amount mentioned in the demand notice given to us shall not be called in question by us and shall be conclusive proof regarding the amount that is payable under the guarantee and that we shall not demand any proof thereof. We further undertake that we will make the payment pursuant to the demand notice issued by the Reserve Bank of India notwithstanding any dispute that may exist or arise between the Reserve Bank of India and the tenderer or any other person.

We, _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Reserve Bank of India under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till the Reserve Bank of India certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee subject however, that the Reserve Bank of India shall have no rights under this guarantee after the expiry of **Two months or till such extended period** required for completion of the entire work at the request of the tenderer and/or the Reserve Bank of India.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Reserve Bank of India in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to **Rs.-_____/- (Rupees _____)** only). Our guarantee shall remain in force until **Two Months or such extended date**, which may be granted by us at the request of the tenderer, and/or the Reserve Bank of India. Unless a suit or action to enforce a claim under this guarantee is filed against us within **three months** thereafter, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability hereunder.

Yours faithfully,

For and on behalf of Bank.
Authorised Official (with seal)

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

General Instructions to Tenderers and General Terms & Conditions

1. e-Tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI Portal for the work of **Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru** not later than 3.00 pm on October 29, 2020.
2. Part I and Part II of the tender will be opened at 3.30 pm on October 29, 2020. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
3. Digital Signatures may be used to submit the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down.
4. If any of the document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after the opening of the tender will be entertained.
5. **Earnest Money Deposit** for a sum of **₹19,820/-** shall be remitted to Bank Account of Reserve Bank of India by all the bidders before October 29, 2020 by 12.00 PM. The account details for NEFT/RTGS transactions are as follows.

Beneficiary Name: Reserve Bank of India, Bengaluru

IFSC: RBIS0CBGPA01

Account No.: 8692299

6. Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estateBengaluru@rbi.org.in.
7. EMD shall also be submitted in the form of Demand Draft / Bank Guarantee (Annexure II) at the Estate Department, Reserve Bank of India, Bengaluru. A tender which is not accompanied by such EMD will not be considered.
8. The Earnest Money Deposit of **₹19,820/-** paid by the successful tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.
9. In addition to the Earnest Money Deposit as a further security for due fulfillment of the contract by the contractor 5 % of the value of the work done will be deducted by the Employer from each payment to be made to the contractor toward Retention Money. On the Bank's Engineer issuing a certificate of the virtual completion of the work, the contractor would be paid full amount of EMD. Retention money deposit will be released by the Bank after carrying out rectification of the defects pointed out during the Defect Liability Period. The amount retained by the Bank shall not bear any interest
10. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.
11. The Reserve Bank 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.

12. Contract Agreement: On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.
13. The Contractor shall not assign the Contract: He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the bank may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor.
14. The Contractor shall carry out all the work strictly in accordance with Drawings, details and instructions and Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.
15. A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omissions, deductions or addition at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
16. The tenderer, being considered for award of work, should accept to submit with the Bank, a bank (financial) guarantee (to be issued by any Schedules Commercial Bank) (as per the enclosed format) for some specified amount (caution money) for due performance of their contract, if awarded, in respect of the low / abnormally low / unworkable rates, items of work. The submission of such bank guarantee will be a pre-condition for award of work.
17. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose for making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.
18. **The rates for the items in Part II should be quoted exclusive of GST, wherein the total of all the items under-price bid will be subjected to GST @18% and the entire value will be taken as the total contract value.** Each invoice/bill shall indicate amongst other things, the contractor's PAN and GST Registration Number. The Contractor shall also produce to the Bank adequate proof of remittance of GST within a reasonable time from remittance. The contract value will also be subject to TDS/Withholding Tax as per law.
19. (a) The rates quoted in the tender shall include all charges for supply, installation (assembly), testing, packing, handling and transport for all supplies. The rates shall include storage, watch and ward, temporary structures, lighting at night, tools and tackles, labour and other services for erection and commissioning works.
(b) The rates shall also be firm and shall not be subject to exchange variations, labour Condition, fluctuations in railway freights or any conditions whatsoever.

20. Prices of extras etc and ascertainment:

- a) The contractor may, when authorized and shall, when directed in writing by the Employer add to, omit from or vary the works shown upon the drawings, or described in

the Specifications, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall if, confirmed in writing within seven days, be deemed to have been given in writing. No claim for an extra shall be allowed unless it is executed with the written approval of the Employer. Any such extra is herein referred to as 'Authorized extra' and payment shall be made in accordance with the flowing provisions;

i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein. Rates for all items wherever possible shall be derived out of the rates given in the Priced Schedule of Quantities.

ii) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (iii) hereof. iii) Where the extra works are not of similar character and/ or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer, the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

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

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

21. Liquidated damages for delayed completion:

"If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in his opinion the same

ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

22. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trader of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect therefore. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
23. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though these items are not included in the quantities and rates. The Employer will issue schedule of instructions in respect of such additional items and their quantities in writing.
24. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
25. **Defects Liability Period:** Any defect or fault which may appear during **12 months** from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.
26. **Stipulated time for completion of work:** Time is the essence of the contract. The entire work is to be completed within a period of 2 (Two) months. 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. The material required for the work will have to be delivered and executed in the Bank's Staff Quarters at Musheerabad, Bengaluru.
27. **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) The contractor shall place orders for all materials required in time and in any case not later than the dates fixed in the approved programme. Wherein the matter of procurement of such materials as are collected or the distribution of which are regulated by Government, Central or Local, or by any other Central/State Authority, the employer is obliged to issue any certificate or sign applications for license or permit, by virtue of

orders of such Government or authority or by custom or practice, it shall be the sole responsibility of the contractor to arrange for all the formalities to be completed in time and follow up the matter with the concerned authorities and the installations according to the approved programme, and the employer will not assume any responsibility for delays in this regard nor for the payment of fines, penalties, demurrage and so forth due to the contractor not taking timely action in the process of procurement. The contractor shall not raise any plea, quoting delays in the completion of the formalities or of delays by the authorities concerned for any compensation whatsoever.

iii). However, the contractor shall, before he place orders for supply, furnish to the Bank's Engineer at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in time, notwithstanding prior approval by Bank's Engineer/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases when makers/manufacturers have test certificates for their goods/articles/ products/ processes/equipment, Photostat copies of such test certificates shall be produced by the contractor along the samples.

iv). The Bank's Engineer will, within two weeks of the date of supply of samples or within such further period, as it may 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.

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

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

vii). The Bank's Engineer shall be entitled to have tests carried out on the work or its parts or material accessories, either during its progress or on competition, 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.

viii). 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.

ix). The contractor shall also arrange for necessary field tests to be carried out in the case of materials/articles of everyday use and of ordinary description regularly under the directions and in the presence of the Bank's Engineer/Employer's representative to determine the suitability of such items for use in the work.

- x). The contractor shall maintain at the site comprehensive registers, posted up to date, showing the nature of the materials/articles/goods, their identification marks, dates and the results of all tests. Such registers shall be got countersigned by the representative of the Bank's Engineer/Employer at site and extracts from registers shall regularly be posted to the Bank's Engineer and the Employer. The form of registers shall be mutually settled.
- xi). 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.
28. The successful tenderer shall carry out of each item of work given in the Schedule of Quantities and get the same approved from Bank's Engineer before going for full execution of the work given in the order. Any minor modifications/changes suggested by the Bank's Engineer should be affected without any extra cost.
29. Payment shall be made based on the progress of work and on completed items of work on actual site measurement. The minimum value of a running account bill shall be as per appendix.
30. Wherever the basic rate for the material is specified, the contractor should furnish to the Bank for verifications all the paid bills. The purchase rate shall be got approved from the Bank's Engineers before purchasing such materials. The adjustment in price of the materials shall be made only on the measured quantity with 15% towards Over heads and profit.
31. The basic prices are ex –godown inclusive of excise duty, sales tax, octroi and all other duties levied by the Government or any public body. The contractor shall consider factors such as transport, handling, loading and unloading etc while quoting the rates for such items.
32. The contractor should quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the tender.
33. The successful tenderer may please note that, the Bank will deduct the amount on account of Work Contract tax, VAT, education cess and the income tax including surcharge etc., if any, from the running a/c. bills as per the orders of State / Central Government.
34. The Employer or any of his authorized representatives shall have the power to reject and/or refuse any materials of doubtful quality and workmanship
35. **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.
36. 36. Approval of Samples: Contractor shall have to produce a sample of each item for the approval of the Bank's Engineer, which does not mean that the Contractor is relieved of his obligations about the specifications and other stipulations in the contract. No separate payment will be made to the Contractor for this.
37. The work shall be carried out in such a manner that there shall be minimum disruption to Occupants of the flat. A programme shall be drawn in consultation with the Banks Engineer for this purpose.

38. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account. The contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the schedule of quantities during the course of the work and shall only carry out the same on written approval from the Bank's Engineer.
39. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 21 of the conditions of contract. The tenderer shall before commencing work, prepare a detailed work programme which shall be approved by the Employer.
40. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.
41. The successful tenderer should make with own arrangements to obtain all materials required for the work.
42. The Contractor shall strictly comply with the provision of safety and fire safety code annexed hereto.
43. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

44. Sexual Harassment of Women :

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

45. Non – Disclosure clause:

- a) The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider and /or the DB Developer during

the course of discharging their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.

- b) The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
- c) The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reasons.

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

Place:
Date:

Signature of Tenderer _____
Address _____

The Conditions Here in before Referred To

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

- a) "Employer" Shall mean the Reserve Bank of India and shall include its assigning and successors.
- b) In the case of company "Contractor shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
- g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
- h) "The works" Shall mean **Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru**

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

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 19 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor on the signing hereof shall be furnished free of cost one copy of each of the said Drawings and of specifications and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications.

4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

5. The entire work should be done under supervision of skilled supervisor from the contractor side. The successful tenderer before commencing the work should indicate the name and experience of the person and he should be full time present at time. If the supervisor is absent at any time, an amount of Rs.250/- per day will be deducted. The contractor should consider this and accordingly quote their rates.

5. Authorities, notices and patents: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with

whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 13 hereof.

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

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

6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. **The Contractor shall at his own cost arrange for and/or carry out any test of any materials.**

8. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

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

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

11. **Assistant Manager (Tech)/Manager (Tech)/Assistant General Manager(Tech)**: The term "Assistant Manager (Tech)/ Manager(Tech)/ Assistant General Manager(Tech)" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor

shall afford the Assistant Manager (Tech.) / Manager (Tech) / Assistant General Manager (Tech) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

12. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

13. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 16 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

14 **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

15 **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Manager (Tech) / Manager (Tech) / Assistant General Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

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

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

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

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

18 Defects after virtual completion : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 30 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 21 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause and clause 7 hereof. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.

19 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. The defects liability period shall commence from the date of such certificates.

20. 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.

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

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

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

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

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

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

23 Insurances: The contractor shall 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 under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims. 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. 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 lakhs per person for any one accident or occurrence and Rs. 5 lakhs in respect of damage to property for any one accident or occurrence. 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. 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. 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. 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. 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. 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. 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. Without prejudice to his liability under this clause, the contractor shall cause all nominated subcontractors 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 subcontractor 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.

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

stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

25 Damages for non-completion: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 28 here the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

26 Delay and extension of time: If in the opinion of the Employer the works be delayed(a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 2 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

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

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

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

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

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

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

(i) Has abandoned the Contract, or

(ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or

- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

29 Termination of Contract by Contractor:

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 19 (General conditions) hereof.

30 Certificates and Payments:

The Contractor shall be paid by the Employer from time to time by installments on accounts of the work executed when in the opinion of the Employer work to the approximate value named in the Appendix as "Value of work for Interim Payments" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract subject

however, to a retention of the percentage of such value named in the Appendix hereto as "Retention Percentage for Interim Payments" until the total amount retained shall reach the sum named in the Appendix as "Total Security Deposit" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in Building. And the Contractor shall be entitled to the payment of the final balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as "The Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof whichever shall last happen provided always that their completion shall not relieve the Contractor from his liability under Clause 2 and 18 nor relieve the Contractor of his liability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

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

On account bills shall be considered for payment after taking detailed item-wise measurements of the work done and considering part rates commensurating with the actual work done. All payment shall be subject to recovery of 5% towards retention money which together with EMD will constitute security deposit. Other recoveries such as income tax work contract tax, service tax, VAT, etc shall be made as per extant rules/laws.

31 Delayed Payment: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.

32 The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clause 2(a), 2(b), 4, 7, 17, 26(a, b, c, d, f) hereof (which matters are herein referred to as the expected matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 33 hereof in the same way in all respects (including the provisions as to opening the reference).

33 Settlement of disputes by Arbitration: All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after 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 his 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 expected matters shall be final and without appeal as stated in Clause 32 hereof. But if either the Employer or the Contractor be dissatisfied on a matter, question of dispute of any kind except any of the excepted matters then and in any such case either party (the Employer or the Contractor) any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party requiring 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 and no order shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden or reference appoint an Umpire.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted

matters referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

Upon every of any such reference, the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act (latest amendment) or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding parties. It is agreed that the contractor shall not delay the carrying out of the works by reasons 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, diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank and 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.

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

35. Employer entitled to cover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

36 Abandonment of works

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

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

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

38. Engagement of Contract Labour: The contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way made liable to the labourers engaged by the contractor.

The principal employer shall ensure the presence of his authorized representative at the place and time of disbursement of wages by the contractor to workmen and it shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorized representative. The authorized representative of the principal employer shall record under his signature a certificate at the end of the Register of Wages to the (Register of Wages-cum-Muster Roll) as the case may be, in the following form:

“Certified that the amount shown in column No... has been paid to the workman concerned in my presence onat....”

39. Force Majeure: If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

Place:

Signature of the Contractor

Date:

With the seal of their Company

APPENDIX HEREIN BEFORE REFERRED

1. Defects liability Period	1 Year from the date of issue of virtual completion certificate.
2. Period of final measurement	3 months from the date of final commissioning.
3. Date of commencement	10 th day from the day of commencement or handing over the site of work whichever is later.
4. Date of completion	Two months from the date of commencement of work.
5. Earnest money deposit (EMD)	₹ 19,820/-
6. Liquidated Damages	₹ 821/- per day subject to a maximum of 10% of the total accepted contract value.
7. Value of work for Interim Certificate	₹ 3.00 lakh
8. Retention Percentage for interim payments (R.M.)	5% from each bill
9. Total Security Deposit (EMD+RM)	₹19,820/- + 5% RMD
10. Installment of Security Deposit to be refunded after virtual completion	Full E.M.D. will be refunded after virtual completion of the work and retention money will be released after successful expiry of defects liability period.
11. Period of honoring interim certificate	1 Month
12. Period of honoring final certificate	3 Months
13. Interest for delayed payment	3% (three percent) per annum

Place:

Signature of the Contractor

Date:

With the seal of their Company

SPECIAL CONDITIONS

1. Renovation work is to be carried out in the vacant and /or occupied flats at different floors of 5 (five) storey residential buildings located at different places in the premises of Reserve Bank Staff Quarters, Bengaluru. The tenderer may note that the work is to be executed with least disturbance to the occupants/residents.

2. The intending tenderers are advised to inspect the site to acquaint them about the scope of work and seek clarifications regarding the drawings, provisions / specifications, etc. if any, from the Bank's Engineer on any working day before quoting their rates.

3. The workmen will not be allowed to stay within the premises beyond working hours.

4. The water required for the work or workmen may be taken free of cost from the available sources/points in the premises. However, the contractor has to make all necessary arrangements for taking the water to the required locations at his own cost. Similarly, the electric power required for the work may also be drawn free of cost from the available points. The Contractor has to make his own arrangements to take the supply to the requisite position / locations.

5. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.

6. Even though the number of coats of the paints / polish to be applied is mentioned in the description of respective item in the schedule of quantities and technical specifications, the Contractor may be asked by the Engineer-in-Charge to apply additional coat so as to get even and smooth finish at no extra cost.

7. Fabrication work shall be done at the contractor's factory/ workshop to the customized size to suit the site conditions. Bank's authorized official/s shall be entitled to inspect the material / fabrication work at any time in the factory or workshop of the contractor, if they so desire and the vendor shall provide all reasonable facilities to do so.

8. The material required for the work are to be taken to the work place through the staircase without any damages to the buildings and least disturbance to the residents.

9. The debris/dust or any wastage generated out of the work shall be cleaned on a day to day basis including staircase, passages affected/used by the laborers at no extra cost. The entire debris/waste material shall be taken out of the Bank's premises as and when directed by the Bank's Engineer. The contractor will be solely responsible if any debris is noticed by the Municipal Corporation authorities and penalty levied.

10. The work may also be done after normal working hours i.e. during nighttime as well as on holidays so as to complete it within the stipulated time frame .No extra charges will be paid under any circumstances for the late working hours, etc. whatsoever may be the reason. All dismantling work which involves generation of noise shall be done in a planned

manner and preferably during day time. It shall be ensured that all the works in the proposed renovation are completed at the earliest possible time of approx. 21 days per flat. The entire work shall be carried out with proper planning and least disturbance to the occupants.

11. Any damages caused to the Bank's property or residents' property by the contractor or his workers, the same shall be repaired/ rectified by the contractor at his own cost.

12. The work has to be done in proper coordination with the electrical contractor or any other agency engaged by the Bank.

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

14. Flats to be renovated will be handed over to the contractor with its inventory. Extreme care shall be taken by the contractor to protect existing fittings/ fixtures/ structure / finishes. Any damages caused during the execution of the work shall be made good by the contractor at his own cost.

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

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

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

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

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

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

Place

Signature of tenderer

Date

Name & Address

Safety Code

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

GENERAL SPECIFICATIONS AND MODE OF MEASUREMENTS MATERIALS

01. QUALITY

All materials for incorporation into the works shall be of the best quality of their respective kinds as specified herein and shall be obtained from sources and suppliers approved by the Employer / Engineer and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down in list Specification, with the requirements of the latest edition of the relevant Indian Standards approved by the Engineer.

02. INSPECTION AND TESTING

All materials before being incorporated into the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests required by this Specification or approved Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his Representative.

03. SAMPLES

Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for at any time by the Engineer or his Representative.

04. INDEPENDENT TESTS.

The contractor may be asked to arrange for testing and analysis of the quality of any or all the material required for the work at any government /reputed test. house or laboratory, if so required and directed by the Bank's Engineer. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective I.S codes. The Contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his Representative, the materials represented will be rejected. The costs of all the tests shall be borne by the contractor.

05. MODE OF MEASUREMENT

Unless otherwise specified mode of measurement shall be as per latest version of IS: 1200

The scope of work covers Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru. In accordance with specifications (detailed in **Schedule of Quantities**) prepared to the satisfaction of the Bank's Engineer. The specifications shall form part of the contract and these shall deemed to be supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.

Materials shall be of the best-approved quality obtainable and they shall comply with the respective IS specifications (for those materials covered by BIS). Samples of all materials shall be got approved before placing an order and the approved sample shall be deposited in the Bank.

Internal Water Supply

GI pipes and fittings

The pipes shall be of the class specified in the Schedule of Quantities and shall be galvanized steel, welded or seamless, screwed and socketed and shall conform to IS 1239. they shall be manufactured by a firm of repute. All fittings shall be malleable iron galvanized fittings of approved best Indian make.

Laying and fixing

Where pipes have to be cut or re-threaded, ends shall be carefully filed out so that no obstruction to bore is offered.

For internal work all pipes and fittings shall be fixed truly vertical and horizontal, either by means of standard pattern holder – bat clamps keeping the pipes 12 mm (1/2") clear of the wall everywhere or concealed as directed. The concealed pipe shall be painted with rubberised epoxy or other approved anticorrosive paint.

For external work, GI pipes and fittings shall be laid in trenches. The width of the trench shall be the minimum width required for the working. The pipes laid underground shall not be less than 60 cm (2 ft) from the ground level. They shall be painted with hot asphalt and wrapped with Hessian cloth and again painted with two coats of hot asphalt (pipes embedded in masonry/ concrete shall be treated similarly). They shall be surrounded with 15 cm thick sand of approved quality all around. The work of excavation and refilling shall be done as directed.

Painting

Testing

All GI pipes and fittings shall be tested in an approved manner to ensure that pipes have proper threads and that proper materials such as white lead and hemp have been used in jointing. All leaky joints must be made leak-proof by tightening or re-doing at contractor's expense.

Proforma of Bank Guarantee for Performance of the Contract in respect of items of work for which the tenderer have quoted low/unworkable rates

Regional Director
Reserve Bank of India
Estate Department
Bengaluru

Sir/Madam

Name of Work: ; Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Ropad, Mumbai (hereinafter called "the Employer") has invited tenders for "Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru"- hereinafter referred to as "the work" on the terms and conditions mentioned in the tender documents.

It is one of the precondition of the Employer for awarding the contract that the tenderer shall furnish a performance bank guarantee for sum of Rs. _____/- (Rupees ____ - _____ only) (hereinafter referred to as "the caution money") for satisfactory execution of those items of works, for which tenderer have quoted low/workable rats (hereinafter referred to as "the low rates items of work".)

M/s. _____, (hereinafter called as "the Tenderer"), who are our constitutents, have tendered for the said work and for award of the woirk need to submit Performance Bank Guarantee for low rated items and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. ___/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSTH

1. We _____ (name of the Scheduled Bank) do hereby agree with and undertake to the Reserve Bank of India, Their Sucessors, assigns that in the event of the Reserve Bank of india coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs. _____/- (Rupees _____ Only) or any low amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Caution Money for satisfactory execution of the low rated items of work for due performance of the obligations of the Tenderer under the said Condition, provided, that our liability against such sum shall not exceed the sum of Rs. _____/- (Rupees _____ only).
2. We also agree to undertake to and conform that the sum not exceeding Rs. _____/- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve

Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week, from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement of agreements or other understandings between the Reserve Bank of India and the Tenderer.
4. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.
5. We hereby further agree that:
 - (a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. ____/- (Rupees _____ only).
 - (b) Our liability under these present shall not exceed the sum of Rs. ____/- (Rupees _____ only).
 - (c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
 - (d) This guarantee shall remain in force upto ____ (date) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said therein.
 - (e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the ____ (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from the date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully

For and on behalf of

(Seal of the Scheduled Bank)

Signature of the Authorized Official

(Name, designation, date etc.)

Note: This guarantee will require stamp duty as applicable in the State of _____, where it is executed and shall be signed by the official whose signature and authority shall be

APPROVED LIST OF MATERIAL

The list of materials of approved make having ISI mark/manufacture is as follows:

Note: (i) All the materials shall be first quality ISI marked/confirming.

(ii) Where ever contractor proposes to use equivalent make i.e. other than specified) the same shall be done after prior approval of Bank's Engineer, Any additional expenditure and time due to this shall be solely on contractor account and no claims what so ever shall be entertained in this regard.

SI no	Material	Make
1	GI pipe	Tata class C
2	Angular cock	Jaquar
3	Ball Valve	Zolota

Contractor signature with seal

RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BENGALURU

TENDER FOR

**Providing separate GI (Galvanized Iron) Pipeline for Corporation Water
at RBI Staff Quarters at Nandini Layout, Bengaluru**
Part -I

Name of Tenderer: _____

Address: _____

Due date and time for Submission of tender : Up to 03:00 PM. on October 29, 2020

Date of opening of Part- I of tender : At 03:30 PM on October 29, 2020

Venue : Reserve Bank of India
Estate Department, Nrupathunga
Road Bengaluru

RESERVE BANK OF INDIA,BENGALURU					
ESTATE DEPARTMENT					
Providing separate GI (Galvanized Iron) Pipeline for Corporation Water at RBI Staff Quarters at Nandini Layout, Bengaluru					
BILL OF QUANTITIES					
Item no	Particulars of the work	Unit	Quantity	Rate ₹ (in fig. & words)	Amount (₹)
	DISMANTLING WORKS				
1	G.I.PIPE LINE EXTERNAL:- Providing and fixing in position "C" class Tata make or any approved make of external G.I. pipe including specials such as union, bend, elbow, socket etc., The GI pipeline need to be laid after carefully removing paver tiles/paver blocks/concrete surface and creating necessary trenchings, cuttings, excavations ..etc without damaging any sanitary line, water supply line, electrical line, drainage line, chamber,...etc. The GI pipe line need to be concealed in the ground and to be fixed on wall/floor, design should be such that the pipe should be away from the wall (work should be similar to the work done in other blocks). The rate quoted should include creating trenching & refilling/relaying of size (300 depth & 125 - 150mm width) with M15 (20mm or downgrade stone) PCC of 100mm thick on top, bottom depth filling with Quarry dust, anti corrosive painting & bituminous sheet wrapping to GI concealed Pipeline, necessary fittings, safety & supporting/scaffolding system(G+2 floor), clamping of 3nos/10m length on vertical wall, line & levelling with existing tiles/block/stone with proper finishing, pressure testing the pipeline for leakages after obtaining permission of the Engineer-in-Charge, carting away the debris from the premises,...etc all complete as directed. Note: Length of pipe including specials will measured in running metre for payment.				
A	25mm nominal dia.	MTR	650		
B	20mm nominal dia.	MTR	10		
c	15mm nominal dia.	MTR	5		
2	GI PIPE LINE INTERNAL:- Providing and fixing in position "C" class Tata make G.I. pipe including specials such as union,				

	bend, elbow, socket etc., including making necessary drilling & filling with cement mortar painting the pipe with anti corrosive paint, etc complete. Pressure testing the pipeline for leakages obtaining permission of the Engineer-in-Charge etc complete as directed. Note: Length of pipe including specials will measured in running metre for payment				
A	20 mm nominal dia	MTR	92		
B	15 mm nominal dia	MTR	5		
3	Providing and fixing the following sanitary and plumbing fittings with accessories etc complete all of approved make and quality.				
A	Providing and fixing C. P. brass concealed angular stop cock of Jaguar or approved equivalent make with flanges and C. P. Coupling for points at water purifier.	Nos	92		
B	Providing and fixing bronze ball gate valve with C.I. wheel of zoloto or approved equivalent make (screwed end) of 25 mm nominal bore	Nos	40		
			Amount		
			Add CGST(9%)		
			Add SGST(9%)		
			Total amount Inclusive of GST		
	Amount in Works				

Date:

Signature and
Seal of Contractor