



**Reserve Bank of India
Estate Department
Kolkata**

Notice inviting e-Tender (only through e-tendering)

Terrace Water Proofing Works of various blocks and community hall at Dum Dum Staff Quarters, Phase-I, Kolkata

1. e-Tenders in two parts (part-I and II) are invited for 'Terrace Water Proofing Works of various blocks and community hall at Dum Dum Staff Quarters, Phase-I, Kolkata'. The work is estimated to cost **₹36,00,000/-** and the Contract will be started from 10th day after the date of written order to commence work and the time period of completion of work is **120 Days** from the 10th day of issue of work order.
2. The e-tender forms will be issued only to the empanelled vendors enlisted under Section-A, Trade-04, Category – IV of List of empanelled vendors for the period 2021-24.
3. e-Tender documents will be available at MSTC website i.e., www.mstcecommerce.com on May 13, 2022 at 16:00 Hrs. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerce.com. Deadline for filing up and submitting the e-Tender is up to 15:00 Hrs. on June 03, 2022. Part I of the e-Tender will be opened on June 03, 2022 at 15:30 Hrs. Detailed guideline on the process to submit e-Tender by the vendors have been mentioned in the **Schedule of Tender (SOT) and Important instruction for e-procurement.** After scrutiny of part I of the e-Tender document along with supporting documents, if any of the contractors is not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.
4. Filled and signed Tender documents (i.e., Part-I only) in prescribed form shall be uploaded on MSTC website. Part-I of the e-Tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter. Tenderer shall submit EMD of ₹72,000/- (Rupees Seventy Two Thousand only) shall be paid through NEFT, details of NEFT: Beneficiary name: Reserve Bank of India, Kolkata; IFSC: RBIS0KLPA01 (Numeric Zero at 5th and 10th place from left); A/c no. 186003001. 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 estatekolkata@rbi.org.in before 15:00 Hrs. on June 03, 2022 or EMD shall be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the e-Tender form, needs to be submitted in person to Estate Dept. Reserve Bank of India, 3rd Floor, 15 N.S. Road, Kolkata – 700 001 before 15:00 Hrs. June 03, 2022. Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent day.

5. The applicants / Tenderers have to be upload all annexure / documents mentioned in the tender through above cited website.
6. The Bank shall obtain reports on past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part – II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part - I of the tender. The Bank is not bound to assign any reason for doing so.
7. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders without assigning any reason therefore.

Place: Kolkata.

Date:

Regional Director, West Bengal

RESERVE BANK OF INDIA
ESTATE DEPT.
KOLKATA

Tender Part I

TENDER FOR

**Terrace waterproofing works of various blocks and community hall at RBI Staff
Quarters, Dumdum Phase-I, Kolkata**

Issued to

Last date of submission of e-Tender: 03.06.2022 up to 3.00 p m.

SCHEDULE OF TENDER (SOT)

a. e-Tender no	RBI/Kolkata/Estate/44/22-23/ET/72
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. Tender Value	₹ 36 lakh
d. Date of NIT available to parties to download (View Tender Time)	On 13.05.2022 from 04:00 PM onwards
e. Pre-Bid meeting	Offline 19.05.2022 at Estate Department, RBI, Kolkata.
f. Earnest Money Deposit	i) Rs.72,000/- (Rupees Seventy Two Thousand only) in the form of NEFT/DD as per para 5.a of the tender under General Instruction to Contractors & Special Conditions, to be submitted at Estate Department, 3 rd Floor, Reserve Bank of India, Kolkata-700001, in favour of Reserve Bank of India, Kolkata
g. Last date of submission of EMD	Till 03:00 PM on 03.06.2022
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at (Start Bid Date & Time) www.mstcecommerce.com/eprochome/rbi	11:00 AM on 20.05.2022
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid (Close Bid Date & Time)	03:00 PM on 03.06.2022
j. Date & Time of Opening of Part-I (i.e. Techno-Commercial Bid)	03:30 PM on 03.06.2022
k. Date & Time of Opening of Part-II (i.e. Financial Bid)	Will be intimated through System generated mail/message
l. Transaction Fee	Charges for participation in e-procurement will be made to M/s MSTC Ltd. Through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.
m. Tender Fees for download from portal	Nil.

Important instructions for E-procurement

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

1	<p><u>Process of e-Tender:</u></p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govtdepts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p>The Helpdesk numbers of M/s MSTC are: 033 40645207, 033 40609118, 033 40645316, 033 22901004 and 033 22895064. The bidders can also submit their issues vide e-mail at helpdesk@mstcindia.co.in</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none">➤ Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". <p>Other Settings:</p> <ul style="list-style-type: none">➤ Tools => Internet Options => General => Click on Settings under "browsing history/Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". <p>To enable ALL active X controls and disable 'use pop up blocker' under</p>
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	➤ Tools→ Internet Options→ custom level (Please run IE settings from the page https://www.mstcecommerce.com once)
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprochome/rbi .Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>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.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	<u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u>
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If any) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website https://www.mstcecommerce.com→ e-procurement →PSU/ Govtdepts→ Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live Event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click ‘save’ for recording their</p>

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

Important Note

1. THIS IS A LIMITED TENDER ENQUIRY. ONLY THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RBI FOR SUCH WORKS GIVEN BELOW UNDER THE CATEGORY Rs.30 Lakh TO 50 Lakh ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.
2. In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the tenderers must read the complete details of each item given in the un-priced bill of quantities given in Part-I of the tender.



RESERVE BANK OF INDIA
ESTATE Department
KOLKATA – 700001

**Name of Work: - Terrace waterproofing works of various blocks and community hall at
RBI Staff Quarters, Dum Dum Phase-I, Kolkata**

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FORM OF TENDER

To
The Regional Director
Reserve Bank of India
Estate Department,
Kolkata– 700001

Place:
Date:

Dear Sir,

Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/ We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule or 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)	Description of work	<u>Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata</u>
(b)	Estimated cost	Rs. 36 lakh
(c)	Earnest Money	Rs. 72,000/-
(d)	Percentage, if any, to be deducted from each bill as RM	5 % from each bill
(e)	Performance Bank Guarantee for waterproofing work (including DLP Period 5 yrs)	5% of contract value
(f)	Time allowed for completion of work	120 days from the 10 th day of issue of work order. However, rates shall remain valid for period of one year from the date of opening of Part II of Tender.
(g)	Liquidated damages	The recovery of Liquidated Damages shall be at the rate of 0.25% of Estimated Cost per week subjected maximum to 10% of the contract value.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. I/we have deposited a sum of **Rs.72,000/-** as Earnest Money 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 me/us to the Reserve Bank of India.

4. Our bankers are:

(i)

(ii)

5. The names of partners of our firm are: -

(i)

(ii)

Name of the partner of the firm)
authorized to sign)

or)

Name of person having Power of Attorney)
to sign the contract. (Certified true copy of)
the Power of Attorney should be attached))

(Signature, Name and addresses of witnesses)

1)

2)

Yours faithfully,

Signature of Tenderer

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India having its Central office at Mumbai – 400 001 (hereinafter called “The Bank”) of the one part and _____ (herein after called the “contractor”) of the other part.

WHEREAS THE Bank is desirous of carrying out ‘**Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata**’ has caused Drawing and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of Bank’s Engineer.

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

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the 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 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 term “Bank’s Engineer” in the said condition regarding execution of the work, quality of construction, quality of materials, progress and completion of the project etc. shall mean the Deputy General Manager (Technical), or any other person designated for the purpose by the Reserve Bank of India. As far as the operation of the provision under clause 34 of the contract viz. clause relating to settlement of disputes through arbitration, the term “Bank’s Engineer” shall be read as General Manager / Officer – in-charge, of the Estate Department, Reserve Bank of India, Kolkata.
4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions perform the agreements on their part respectively in the said Conditions contained.
5. The plans, agreement and documents mentioned herein shall form the basis of this contract.

This Contract is neither a fixed lump sum Contract nor a piece Work Contract, but it is a Contract to carry out the work in respect of “Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata to be paid for according to actual measured

quantities at the rates contained in the Schedule of 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, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, 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. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank because of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
9. 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 date of issue of formal works order as provided for in the said Conditions whichever is later and to complete the entire work within specified time period subject nevertheless to the provisions for extension of time.
10. All payments by the Bank under this contract will be made only at Kolkata.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kolkata and only Courts in Kolkata shall have jurisdiction to determine the same.
12. The several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
13. The contractor/agency shall be solely responsible for full compliance with the provision of Sexual harassment of Women at work place under Prevention, Prohibition and Redressal Act 2013. In case of any complaint of sexual harassment against its employee within the premises of Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/agency and the contractor/agency shall ensure appropriate action under the said Act in respect of the complaint.

- (a) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the bank.
- (b) The contractor shall be responsible for any monetary compensation that may need to be paid in case of incident involves the employee of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- (c) The contractor shall be responsible for educating its employees about the prevention of sexual harassment at work place and related issues.
- (d) The contractor shall provide a complete and updated list of its employees who are deployed within the bank's premises.

14. Contractors shall comply with minimum wage Act and labour Act in force. Notices/penalty, if any, issued/ imposed by any statutory bodies in the work due to lapses by the contractor in complying with the statutory norms/ requirements shall be paid by the contractor, without any claim to the Bank.

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

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

Signature Clause

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

Shri

(Name and designation)

In the presence of witnesses

(1)

Address.....

(2)

Address.....

SIGNED AND DELIVERED BY If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners

(1)

Address.....

(2)

Address

.....

Witnesses

The COMMON SEAL OF:

Was hereunto affixed pursuant to the Resolutions passed by its Board of Directors at the meeting held

OnIn the Presence of

(1)

(2)

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

(1)

If the contractor signs under Its common seals, the signature clause should tally with the sealing clause in the Articles of Association

(2).....

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

GENERAL INSTRUCTIONS TO CONTRACTORS

Online e-tenders are invited for **Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata**

1. The tenders shall be submitted in online manner at MSTCE commerce web site.
2. Tenders shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only.
3. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening part-II of the tender which period may be extended by mutual agreement and the contractors shall not cancel or withdraw the tender during this period. The quoted rates shall be valid for a period of one year from the date of opening of tender part II
4. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.

5a. Intending tenderers shall pay as earnest money a sum of **₹ 72,000/-** by a NEFT/Demand Draft (DD) drawn on a scheduled Bank in favour of **Reserve Bank of India, Kolkata, payable at Kolkata**. Details of NEFT: Beneficiary name: Reserve Bank of India, Kolkata; IFSC: RBIS0KLPA01 (Numeric Zero at 5th and 10th place from left); A/c no. 186003001. 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 estatekolkata@rbi.org.in before 15:00 Hrs. on 03.06.2022. A tender, (Part – I) which is not accompanied by such earnest money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.

(b) Under no circumstances, Earnest Money Deposit will be accepted in any other form than mentioned under 5(a) above.

(c) The Earnest Money Deposit of **Rs.72,000/-** paid by the tenderer in the form of NEFT/DD, initially valid for 4 months, shall remain un-discharged for such period as may be specified for keeping the tender open.

On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, 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 executed subsequently. The EMD of successful tenderer shall be released on acceptance of the tender and on production of a new Bank Guarantee called “Performance Bank Guarantee (PBG)” from any scheduled bank in the form prescribed by the Bank in [Annexure I](#) towards security deposit for due fulfilment of the contract.

(d) **Performance Bank Guarantee (PBG) as security deposit for the defect liability / guarantee period:** On award of the work, the successful tenderer shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per [Annexure I](#) towards security deposit

for the due fulfilment of the performance of the said waterproofing work till the defect liability period of 5 years from the date of the virtual completion. This Performance Bank Guarantee (PBG) shall be valid till the defect liability period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order.

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time period, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

(e) **Retention Money (RM)**: In addition to the Performance Bank Guarantee above, as further security for the due fulfilment of the contract by the Contractor, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money. This total amount (Performance Bank Guarantee + Retention Money) will be termed as Security Deposit. Earnest Money Deposit (EMD) will be released after award of work and on submission of Performance Bank Guarantee (PBG). RBI will release the Performance Bank Guarantee + Retention Money after successful rectification of the defects pointed out during the Defects Liability Period. The amounts retained by the RBI shall not bear any interest.

6. All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and security deposit if the amount so permits and the contractor shall unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.

7. 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's Engineer shall 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.

8. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's Engineer if in the opinion of Bank's Engineer and the structural Consultant change have to be made in the design and they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's Engineer's/Bank's decision in such cases shall be final and shall not be open to arbitration.

9. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank's Engineer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.

10. The contractors must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.

11. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as during and after completion, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and Holidays,

temporary, protection of the public and safety of adjacent roads, streets, cellars, vaults, ovens, pavements, walls, houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding, staging etc., as occasion shall require or when ordered to do so, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of Bank's Engineer s. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Contractors must include in their quote, any other tax and/or other levy levied by the Central Government or any State Government or local authority, if applicable. The rates shall be including applicable GST. No claim in respect of GST or other tax duty or levy whether existing or future shall be entertained by the Bank except if changed by the Central Govt., State Govt or local authorities during the contract period.

12. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his/her attention is drawn to the fact that rates for each 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. However, during actual execution of work if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Bank's Engineer of the project in excess of 25% of the tender quantity shall be considered as an extra item of work for which the contractor shall submit fresh rates supported by rate analysis worked CPWD or on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. The rate for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender.

13. Time allowed for carrying out the work is **120 days** which shall be reckoned from the 10th day of issue of the work order. However, rate shall remain valid for one year from the date of opening of Part II of tender. If the contractor fails to complete the work within the specified period they/he/she shall be liable to pay LD at the rate of 0.25 % per week of actual up to date gross amount of final bill or contract amount whichever is less subject to a maximum of 10% contract amount for the entire work. Since the work will be taken up during the period coinciding with the monsoon season the above time period of 120 days has been considered keeping in view the lost time due to rain and related issues. Contractor are advised to take this into consideration the same. The contractor shall before commencing the work shall prepare a detailed work programme and submitted within 7 days of time from date of award of the work, which shall be got approved by the Bank's Engineer.

14. The successful contractor is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates, Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer.

15. The successful contractors should co-operate with the other contractors if appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer.

16. The contractor shall bear in mind that all the work shall be carried out strictly in accordance with the specifications made by Bank's Engineer and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.

17. The successful tender should make his own arrangement to obtain all materials required for the work. The samples and the literature so submitted by the successful contractors shall be retained till the completion. If not submitted the materials shall be as approved by the Bank. Sample of all materials quoted for the illustrations with descriptive literature on the same shall be submitted by the successful contractor.

18. The Contractor shall strictly comply with the provision of safety code annexed hereto.

19. The Security deposit of the successful contractor will be forfeited if he/they fails to comply with any of the conditions of contract.

20. The Building blocks may be taken up in a planned way so as to complete the entire scope of work within the stipulated time period of 120 days. Since the work will be taken up during the period coinciding with the monsoon season the above time period of 120 days has been considered keeping in view the lost time due to rain and related issues. Contractor are advised to take this into consideration the same.

21. The different equivalent brands are specified on approved material schedule. The selection of the brand is entirely as per Bank's discretion. Only such brand will be allowed to use/consume in work as per the given manufacturer's specifications. The contractor shall note this condition while quoting.

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

23. Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at [Annexure IV](#). If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

Place:

Signature of Contractor with name, & sea

Date:

Address:

E-mail:

Phone:

THE CONDITIONS HERE IN BEFORE REFERRED TO

Interpretation of Clause

1. In the contract (as hereinafter defined) constructing these Conditions, the specifications, Schedule of Quantities and Contract Agreement, the following words an expression shall have the meaning therein assigned to them except where the subject or context otherwise requires:

(a) "Bank"

Shall mean The Reserve Bank of India and shall include its assigns and successors.

(b) "Contractor" in the case of a partnership firm

"Contractor" shall mean
and partners in the name and style of
.....
.....and having a place of business at

In the case of Individual

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

"Contractor" shall mean Shri
.....
trading in the name and style of
.....
.....
.....and shall include its heirs, successors and legal representatives.

In the case of company

"Contractor" shall mean
.....
a company incorporated under
19..... / 20..... and having its registered office at
.....
.....

(c) "Engineer"

and shall include his successors and assigns.
Shall means the person appointed by the Bank to act as Engineer for the purpose of the contract and named as such in the conditions.

(d) "Site"	Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.
(e) "This Contract"	Shall mean the Articles of Agreement, the Special conditions, the Conditions (part I and II), the Tender, the letter of acceptance, the Appendix, the Schedule of quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly signed.
(f) specification "	Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
(g) "Bill/ Schedule of Quantities "	Means the priced and completed bill of quantities forming the part of Tender
(h) "Tender"	Means the Contractor's priced offer to the Bank for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
(i) "Letter of acceptance"	Means the formal acceptance by the Bank of the tender
(f) "Notice in writing"	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
(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.
(g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(h) "The Works"	Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata

Scope of Contract

1. 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 Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawing and/or written instructions, details directions and explanations which are hereafter collectively referred to as "Bank's Instructions" in regard to: -
 - (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
 - (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/ or Drawings and/or Specification.
 - (c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
 - (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 inspection of any work covered up.
 - (g) The amending and making good of any defects under clause 19 thereof.

The Contractor shall forthwith comply with and duly execute any work comprised 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 's shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by Bank's Engineer 's such shall be deemed to be Bank's Engineer 's instructions within the scope of the Contract.

Variations to be approved by the Bank

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

Drawings, Schedule of Quantities and Agreement

3. The Contract shall be executed in duplicate and the Bank's Engineer, the Bank and the Contractor shall be entitled to one executed copy of each for his use. The Contractor on the signing hereof shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings and of the specification and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and the Bank's Engineer or his

representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications. The quoted rates shall be valid for one year from the date of opening of tender Part II.

Contractor to provide everything necessary at his cost

4. The contractor shall provide at his cost everything necessary for the proper execution of the work according to the intent and meaning of the drawing. Schedule of quantities and specification taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancy in the drawings or between the drawings schedule of quantities and specifications he shall immediately and in writing refer same to the Bank's Engineer who shall decide which is to be followed.

Authorities, notices and patents

5. The contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose, systems the structure is proposed to be connected, and shall, before making any variations from the drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause 13 thereof.

The Contractor shall bring to the attention of the Bank's Engineer 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 Bank's Engineer.

The contractor shall indemnify the Bank against all claims in respect of patent rights, and shall defend all action 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.

Setting out of works.

6. 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 and got approved prior to proceeding of the work. If the contractor fails in their role, any errors/defects it shall be rectified at his own expense to the satisfaction of the Bank's Engineer.

Materials & workmanship

7. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineer's

to conform to description	instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out test of any materials as per relevant IS provisions through the reputed laborites prior to use in the work.
Contractor's superintendence and representative on the works.	8. The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank's Engineer may consider necessary until the expiry of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also, during the whole works in progress, deploy a competent, qualified (Diploma or Degree in civil engineering) and relevant experienced (minimum 5 years or 3 years, respectively) Engineer who shall be constantly in attendance at the site while the men are at work, failing which recover @ Rs.1000/- per day will be done from contractor's dues. Any directions, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor. The engineer shall also be responsible to maintain day to day consumption of material used in the work, maintaining the records of the same, maintaining proper work quality, etc.
Dismissal of workmen.	9. The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Consultant.
Access to works	10. The Bank, the Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank, the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Bank or the Bank's Engineer except the representatives of public authorities shall be allowed on the works at any time.
Assistant Manager/ Manager	11. The term Assistant Manager (Tech.)/ Manger (Tech.) shall mean the person appointed and paid by the Bank and acting under the orders of the Bank's Engineer to inspect the works in the absence of the Bank's Engineer; the contractor shall afford the Assistant manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Assistant Manager (Tech) nor any representative of the Bank's Engineer shall have power to set out works or to revoke, alter, enlarge or relax and requirements of the Contract, or to sanction any day work, additions, alterations,

deviations or omissions, or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Bank.

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

Assignment and Subletting

12. The whole of the works included in the Contract shall be executed by the contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part / share thereof or any interest therein without the prior written consent of the Banks and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

Alterations, additions, omission etc.

13. 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 additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under its hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer with the prior approval in writing of the Bank 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.

Schedule of Quantities.

14. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no

rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

Sufficiency of Schedule of quantities 15. 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 matters and things necessary for the proper completion of the works.

Measurement of works 16. Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the proforma III of Measurement Book annexed hereto, so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge or his authorized representative the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer- Charge and/or his authorized representative and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Employer. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the

corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the concerned officers of the Employer

The contractor shall also submit to the Employer separately his computerized Abstract of Costas per format annexed hereto and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be

considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period

Prices for
extras etc.
ascertainment
of

17. The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Bank 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 Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing. No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause 5 hereof or by the authority of the Bank's Engineer with the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- b) The net prices of the original tender shall determine the value of the items omitted if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- c) Where the extra works are not of similar character and/or 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 of 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 it shall think reasonable and proper with the prior approval in writing of the Bank.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the districts provided that in either case, vouchers specifying the daily time (and if required by the Bank's Engineer, the workman's names) and materials employed be delivered for verification to the Bank's Engineer or his representative at or

before the end of the week following that in which the work has been executed.

- e) The measurement and valuation in respect of the contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated the within three months of the completion of the Contract works as defined in clause 21 hereof.
- f) It is further, clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates, supported by rate analysis worked on CPWD or on the "actual cost basis", plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.
- g) 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 the work if the quantities exceeds by more than 25% of the tender quantities, the quantity of such items executed, by the authority of the Engineer of the project and with the concurrence of the Bank, in excess of 25% of the tender quantity shall be considered as extra item of work for which contractor shall submit fresh rates supported by rate analysis worked on CPWD or on actual cost basis +15% towards the establishment charges ,contractors overhead & profit .The rates for all such items of work ,being current ones, will not be eligible for price adjustment due to increase or decrease in prices or 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 Bank, the contractor shall not be entitled to any claim on this account.

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

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

Removal of improper works

19. The Bank shall, during the progress of the works, have power to order in writing from time to time the removal of the works within such reasonable time or times as may be specified in the order, or any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer , the substitution of proper materials, and the removal and proper re-execution of any work executed with

materials or workmanship not in accordance with the Drawings and Specifications or instruction and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the Bank shall have the power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Bank from any money due, or that may become due, to the Contractor.

Defects after virtual completion.

20. Any defect, shrinkage cracks, settlement, discoloring, leakages/seepages or other faults which may appear within the "Defects Liability Period" of 5 Years stated in the Appendix hereto after the virtual completion of the works, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable 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, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Bank's Engineer's Certificate in writing from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 31 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defect observed in the work or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank's Engineer as provided in Clauses 12 and 22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer. The work shall be guaranteed for waterproofing from external sides and no leakages /seepages /dampness shall be occurred from the external surface of the treated building. If seepages /leakages/ dampness occurs in any of the flat from exterior surface then same shall be immediately treated without any extra cost. Failure to attend to such defects will be got done at risk and cost of the contractor.

Certificate of virtual

21. The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually

completion & defects liability period. completed. The Defects Liability Period shall commence from the date of such Certificate.

Nominated Sub-Contractor. 22. All Specialists, Merchants, Tradesmen and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specification who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objections or (Save where the "Bank's Engineer and Contractor shall otherwise agree) who will not enter into a Contract providing.

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

Other persons employed by Bank 23. The Bank reserves the right with the concurrence of the Bank's Engineer to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Bank. 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.

Insurance in respect to damages to persons and property

24. The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the building and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Bank, an All Risk Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the Bank and the contractor (the name of the former being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the Bank before commencing the works.

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

The Contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person in respect of anything which any arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Bank a policy of Insurance in the joint names of the Bank and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs. 2 lakh per person for any one accident or occurrence and Rs. 5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of Rs 10 lakh. The contractor shall also indemnify the Bank against all claim which may be made upon the Bank, whether under the **Workmen's Compensation Act** or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of Sub-Contractor and shall at his **own expense** effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the Bank, a policy of insurance against such risks and

deposit such policy or policies with the Bank from time to time during the currency of this contract.

In default of the contractor insuring as providing above, the Bank may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor.

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

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

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

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

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

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

Date of commencement and completion.

25. The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he 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's Engineer may desire to delay on or

before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Liquidated
Damage for
non-
completion

26. If the Contractor fails to complete the works within the stipulated time as in the Appendix or within any extended time under Clause 27 hereof and the Bank's Engineer certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Bank the sum named in the Appendix as "Liquidated Damages" for the period during which the said work shall so remain incomplete and the Bank may deduct such damages from any moneys due to Contractor.

Delay and
extension of
time

27. If in the opinion of the Bank's Engineer the works be delayed (a) by force Majuro or (b) by reason of any exceptionally inclement weather or (c) by reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works of delays of other Contractors or Tradesmen engaged or nominated by the Bank or the Bank's Engineer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's Engineer's instructions as per Clause 2 of hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of contractor or (i) in the even the value of work exceed the value of the priced scheduled of quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Bank make a fair and reasonable extension of time for completion of the Contractor Works; in case of such strike or lockout the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

Failure by
contractor to
comply with
Bank's
Engineer's
instructions

28. If the Contractor after receipt of written notice from the Bank's Engineer requiring compliance within ten days fails to comply with such further drawings and/or Bank's Engineer instructions the Bank 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 Bank on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due to the Contractor.

Termination
of contract by
the Bank

29. If the contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up

voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank's Engineer .

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

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

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

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

Or if the Bank's Engineer shall certify in writing to the Bank that the Contractor,

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

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall

not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing of using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

Termination
of Contracts
by Contractor

30. If the payment of the amount payable by the Bank 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 a foresaid shall have been given by the Contractor to the Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contractor, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at Liberty to determine the Contract by notice in writing to the Bank through the Bank's Engineer, and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

Certificates
and
payments

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

so executed and fixed in the building. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Bank in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix as "Installment after Virtual Completion" being a part of the said Total Retention money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as "the Defect Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under Clause 2 and 20 not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

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

(c) The Bank's Engineer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

(d) The Bank's Engineer may make any correction in any previous Certificate which shall have been issued by him.

(f) No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

(g) Payment upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificates" after such Certificates have been delivered to the Bank.

Delayed Payment	<p>32. Any amounts payable by the Bank to the Contractor in pursuance of any certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period of honouring certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of Interest for delayed payment" from the date upon which such sum ought to have been paid by the Bank until the payment.</p>
Matters to be finally determined by Bank	<p>33. The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clause 2 (a), 2(b), 4,7,12,19,27 (a,c,d,e,f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 34 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.</p>
Settlement of disputes through arbitration	<p>34. All disputes and difference 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 within 12 months from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the Bank with respect to any of the expected matter shall be final and without appeal as stated in clause 33 hereof. But if the contractor be dissatisfied on any matter the contractor may within 28 days after receiving notice of such decision upon. Such written notice shall specify the matters, which are in dispute of difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.</p> <p>The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding Clause, and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.</p> <p>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</p>

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

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between party and party, and shall direct by whom and 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 and Conciliation Act, 1996 or any statutory modification thereof. The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall be 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 Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

Right of
Technical
Scrutiny of
Final Bill.

35. The Bank shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the Bank and the final bill of the Contractor including all supporting vouchers, abstracts, etc. If as a result of this examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recovery the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the RESERVE BANK OF INDIA.

Bank entitled
to recover
compensation
paid to
workmen.

36. If, for any reason, the Bank 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 Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it form the security deposit or from any sum due by the Bank to the Contractor under this contract or otherwise. The Bank 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 Bank for all cost for which the Bank might become liable in consequence of contesting such claim.

Abandonment of works. 37. If at any time after the acceptance of the tender, the Bank shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have to claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

Right of Bank To terminate the contract in the event of death of contractor if individual 38. Without prejudice to any of the right or remedies under this Contract, if the Contractor being an individual die, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.

Marginal Notes. 39. The Marginal Notes and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken in to account in the interpretation of these present and the annexures hereto.

Date: -
Place: -

Signature and seal of contractor
Name and address:
E-mail:
Phone:

SPECIAL CONDITIONS

1. Time allowed for carrying out the work is 120 days which shall be reckoned from the 10TH day of date issue of work order. However, rate shall remain valid for one year from the date of opening of Part II of tender. Since the work will be taken up during the period coinciding with the monsoon season the above time period of 120 days has been considered keeping in view the lost time due to rain and related issues. Contractor are advised to take this into consideration the same. The contractor shall before be commencing work prepare a detailed work program, which shall be approved by the Bank's Engineer & shall be supported by his infrastructure with adequate support to plants, tool, tackles, labour forces etc.
2. **Performance Bank Guarantee (PBG) as security deposit for the defect liability / guarantee period:** On award of the work, the successful tenderer shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per [Annexure II](#) towards security deposit for the due fulfilment of the performance of the said waterproofing work till the defect liability period of 5 years from the date of the virtual completion. This Performance Bank Guarantee (PBG) shall be valid till the defect liability period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order. The contractor should quote their rate accordingly.
3. Contractor will have to make his own arrangement to hoist all the material, tools and plants etc. at the place of work as well as lowering down the same along with debris and salvaged material without causing any dust, nuisance, spillage and safety hazards. For this purpose, the contractor will have to get his scheme approved well in advance from the Bank and shall have to incorporate any changes suggested. No debris more than a truckload shall be allowed to be accumulated at site. Debris shall be placed in location as directed by Bank's Engineer & shall be kept in gunny bags etc.
4. The Contractor at his own cost will have to put up proper and sufficient hoarding screen and fence during the time as may be necessary for safety and convenience of the staff, occupants and visiting public and maintain the same in good condition during work and where necessary cause such hoarding of fence to be well lighted during the night to prevent accidents. Contractor will have to make good without any extra payment, any damage done during the work. The contractors are requested in their own interest to inspect the site to assess the nature and quantum of work.
5. Contractor shall not be allowed to store any of the debris material inside the building. Necessary arrangements shall be made in advance with the prior approval of Engineer-in-charge to transport all debris to ground by means of suitable chutes and stack the same wherever directed prior to carting away from the Banks premises.
6. Work platforms erected shall be such as to facilitate safe working of workers and supervisors as also to support man, materials and debris on at least three to four levels simultaneously.
7. Contractor shall, before start of the work shall submit his/their time schedule for various activities to be carried under the contract
8. The work of repairs is required to be carried out in occupied buildings. Contractor shall be required to give his best possible co-operation to offer minimum of inconvenience to the occupants to the extent possible.

9. The contractor shall make his own arrangement for tapping the available water/electricity and the usage of the same shall be optimum usage.
 11. Permission, if any, required from the local bodies shall be obtained by the Contractor. Charges towards the same shall be reimbursed after submission of original paid receipt.
 12. The intending Contractors can obtain any clarifications regarding the Quotation drawings, specifications etc. from the department on any Bank's working day.
 14. The Tendered may please note that, the work need to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the captioned colony and also day-to-day cleaning has to be done by the contractor. Failing to which same will be got done at risk and cost of the contractor.
 15. The entire materials for the work shall be brought to the working area through the staircase or by pulley arrangement from external side.
 15. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer. Non-clearance of the debris even after Bank's instructions will cause removal of the same at risk and cost of the contractor.
 16. All dismantling work and work generating noise shall be done during the day time. Day time work shall have to be done on restricted hours if directed by the Bank. Contractor has to make available all the supply of material through staircase. Contractor shall take into account the above facts while quoting the rates and all out efforts shall be made to complete the work within scheduled time period.
 17. The staircase and passages used by the laborers shall be cleaned properly daily basis to the entire satisfaction of Bank's Engineers failing which same will be got done by Bank at risk and cost of the contractor.
 18. **Price adjustment:**
The materials provided under preview of basic price, if any, shall be considered for Price adjustment. The rates of such approved materials shall be duly approved by the Bank's Engineer which is exclusive of GST. The contractors shall provide/enclosed all paid purchase bill/s of a consignment/s along with the RA/Final bill/s. The price adjustment will be calculated considering the difference between approved purchase rate and basic rate of the material (excluding GST) multiplied by the approximate quantity indicated in the respective tender item with 15% contractor's overheads and profit on the difference. The wastage will not be considered while working of Price Adjustment Therefore, the contractors shall duly assess the wastage of material on account of handling and usage and include while evaluating the quoted rate.
 19. The Contractors shall use only approved brands of materials as given in the tender. The Bank will be at liberty to choose any brand of materials from the names given therein.
 20. **Goods & Service Tax (GST):** The quoted rates shall be inclusive of GST.
- Place: _____ Signature and seal of the Contractor
Date: _____ Name & address:
Phone/Mobile No.: _____
E-mail: _____

SAFETY CODE

1. Contractor shall maintain in a readily place First aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a nearby 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 works 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 is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or 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. Suitable facemasks should be supplied for use by the workers.
11. Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the workmen to wash during the periods of cessation of work.
12. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect working condition.
13. The ropes used in hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.

14. Additional safety net is to be providing to cover the external work and to avoid any injury to the occupants of the colony.

15. Workers shall be provided with safety belts, safety helmets, aprons, safety shoes and other safety equipment's. No worker shall be allowed to climb the scaffolding without double harness safety belts.

Place: Signature and seal of the Contractor

Date: Name & address

Phone/Mobile No.: -

E-mail

APPENDIX HEREINBEFORE REFERRED TO

Reference to Clauses in Conditions Herein before Referred to and reference to General Instruction to Contractor and Special conditions

Defects Liability Period	Five Years
Validity of rate	One year from 10 th day of date of issue of work order
Period of Final Measurement	Three months from the date of Virtual Completion including settlement of final bill.
Date of Commencement	Within 10 days from the date of issue of work order.
Date of Completion	Total 120 days from the scheduled date of commencement or actual date of commencement whichever is earlier.
Rate of Liquidated damages At the rate of	0.25% per week subject to a maximum of 10% of contract value.
Value of works for interim Certificates	Rs.10.0 Lakh (Rupees ten lakh only)
Retention percentage	5% to be retained till successful completion of DLP of 5 years
PBG Security Deposit	5% Till Completion of DLP of 5 Years
Period of honoring Certificate for payment	One month for running A/c. bills and three months for final bill including bill settlement
Interest for delayed payment	Three percent per annum

Date: -

Signature and seal of the contractor

Place: -

Name and address:

Phone/Mobile no.

E-mail

LIST OF APPROVED MATERIALS

1. All materials shall be of the 1st quality ISI marked/ ISI Standard approved.
2. If the approved brands mentioned are not available, equivalent make as may be approved by the Bank / Bank's Engineer only to be used on the work.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Bank / Bank's Engineer after submitting relevant documentary evidences. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.

Waterproofing Chemical	M/s Fosroc, M/s Pidilite, M/s BASF, M/s. SIKA, M/S Asian paint or approved equivalent.
Cement	A.C.C, Ultra Tech, Ambuja, Birla, Dalmiya, Ramco, Coramandal or approved equivalent.
PVC Pipes and fittings	Supreme, KISAN, Finolex, or approved equivalent
Repair Chemicals /grout/polymer compound	M/s Fosroc, M/s Pidilite, M/s. SIKA or approved equivalent
Rust Converter/Passivator	Sika RUSTOFF 100 from M/s Sika India Pvt. Ltd or approved equivalent

NOTE: All the materials should got approved from the "Bank's Engineer"/ Bank before using in the work by the contractor.

Date: -

Signature and seal of the contractor

Place: -

Name and address:

Phone/Mobile no.:

E-mail:

SPECIFICATIONS AND MODE OF MEASUREMENTS MATERIALS

The scope of work covers **Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata** in accordance with specifications prepared to the satisfaction of the Bank's Engineer. The following specifications shall form part of the contract and these shall be deemed to be supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.

1. Samples of all materials shall be got approved before placing an order.
2. All the materials shall be brought to site in sealed condition. Proper material register shall be maintained at site for the materials received and daily consumptions.
3. The contractor shall arrange to test all the materials to be used in the work; at his cost through approved laboratory to confirm that they comply with the latest, IS code provisions. The materials, which are not conforming to the relevant, IS provisions after testing shall be removed by the contractor and replaced with appropriate materials.
4. Materials shall conform to the relevant IS codes. Any material used by the contractor except as approved, shall be got approved by the Bank's Engineers before used in the work. Detailed procedures and methods as per the recommendations of the manufacturers shall be followed properly and the same shall be got approved by the Bank's Engineers.
5. Double scaffolding: Contractors will not be allowed to do the work without erecting double scaffolding without any support from the windows, pipe lines, grills etc. In case the contractor fails to adhere to the above, the contract will be terminated with due notice in writing and the EMD of the contractor will be forfeited.
6. Rates shall be inclusive of minor repairs to plaster/ cracks (not exceeding 0.10 Sqm per patch).
7. The contractor shall also take necessary precautions to see that the insect screens provided for the windows/ ventilators are not stained/ damaged while working.
8. Necessary shifting and re-arranging of the furniture and other house hold articles have to be done by the contractor without extra cost. Care should be taken to see that these items are not damaged while shifting.

01. QUALITY

All materials to be used for works shall be confirm to relevant BIS & best quality of their respective kinds as specified herein and shall be approved make 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 India standards approved by the Engineer,

02. INSPECTION AND TESTING

All materials before being incorporated in to 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 relevant Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his representative. Manufacturer test certificate for the material concern shall accompany the lot of material supplied at site which may be sent for testing if required by the Bank's engineer.

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.

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or analyst appointed by the Engineer/ Bank in order to check the supplier's works tests and analysis. 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.

MANDATORY SPECIAL CONDITIONS:

1. The scope of the contract provides for engagement of technical staff supported with requisite qualification by the contractor. This will include a full time well experienced representative / staff having technical expertise and experience of not less than five years in the field of structural analysis and design, structural investigation and supervision of large scale structural repair/rehabilitation works. He/she will be responsible for supervision and conduct of pre-repair/post repair tests and following functions/activities in consultation with Banks engineer for ensuring quality work.

2. The quoted rates for various items in the tender shall be inclusive of all the conditions and particular specifications and for adherence to all these conditions and specifications, no extra payment shall be made to the contractor. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such action stipulated in conditions therein.

SPECIFICATION FOR CEMENT CONCRETE SCREED

GRADING ROOF WITH CEMENT CONCRETE SCREED

- a) Materials Over the geo-textile layer concrete screed of M20 (RMC) mixed with polypropylene fibers laid. This screed will provide the required protection to insulation and waterproofing system. The thickness of screed shall be 75mm (average). Screed shall be laid in panels and finished to a smooth surface. Curing of the screed shall be done for a minimum of 10 days by ponding.
- b) Preparation of the Surface: The surface shall be cleaned properly with brooms brush, cloth to remove all dirt, dust, mortar droppings.
- c) Laying Before laying cement concrete for grading, the level markings to the required slope/gradient shall be made only with cement concrete on the surface of the slab at suitable spacing with the help of string and steel tape (Measuring tape) so that the mason can lay the concrete to the required thickness, slope / gradient easily in between the two level markings. On getting the level marking approved by the Engineer-in-charge the surface should be sprinkled with thick cement slurry and the concrete should be laid carefully, without throwing from height, in predetermined strips. The concrete should be consolidated by specially made wooden tamping. After the tamping is done the surface should be finished to required slope/gradient with wooden trowels without leaving any spots of loose aggregates etc. The mixed cement concrete must be laid in position, within half an hour of its mixing. In case any quantity of concrete remains unused for more than half an hour the same should be rejected and removed from the site. Except that screed shall be tamped with wooden and steel trowels and surface finished with steel trowel.
- d) Finishing
 - (i) The slope of finished surface shall not be more than 1 in 100 unless a steeper slope is specified in the item of work.
 - (ii) The finished surface of the grading shall present a smooth surface with correct slopes and uniform rounding wherever they are provided. The screed surface shall be free of cracks. Excess trowelling shall be avoided. 6.5.5 Thickness The minimum thickness of Screed/cement mortar grading at the junction with khurra or parapet wall shall be 50 mm. The screed cement mortar shall be rounded at the junction of roof slab and parapet. It is desirable to provide a haunch/gola/filler at the junction of parapet wall and the roof slab. 6.5.6 Curing Curing shall be done either by spreading straw/Hessian cloth over the screed graded surface, keeping the same wet for full 10 days or flooding the graded area with water by making kiaries with weak cement mortar, for 10 days. Occasional curing by simply spraying water now and then shall not be permitted under any circumstances.

SPECIFICATION FOR CEMENT PLASTERING WORK

CEMENT PLASTERING WORK

- a) Materials The proportions of the cement mortar for plastering shall be 1:4 (one part of Cement to four parts of Coarse Sand) for external work and 1:4(one part of Cement to four parts of fine Sand) for internal work, unless otherwise specified under the respective item of work. Cement and Sand (Manufactured sand) shall be mixed thoroughly in dry

condition and then water added to obtain a workable consistency. The quality of water and cement shall be as per relevant IS. Cement shall be of Ordinary Portland Cement, 43 Grade of approved make. The quality and grading of Manufactured Sand for plastering shall conform to IS: 1542 & IS 383. Manufactured Sand shall be approved by Engineer-in-Charge and if so directed it shall be washed/screened to meet specification requirements. The mixing shall be done thoroughly in a mechanical mixer unless hand mixing is specifically permitted by the Engineer-in-Charge. The mortar thus mixed shall be used as soon as possible preferably within 30 minutes from the time water is added to cement. In case the mortar has stiffened due to evaporation of water this may be retempered by adding water as required to restore consistency but this will be permitted only upto 30 minutes from the time of initial mixing of water to cement. Any mortar which is partially set shall be rejected and removed forthwith from the site. Droppings of plaster shall not be reused under any circumstances.

b) Workmanship

(a) Preparation of surfaces and application of plaster finishes shall generally conform to the requirements specified in IS: 1661 and IS: 2402.

(b) Plastering operations shall not be commenced until installation of all fittings and fixtures such as door/window panels, pipes, conduits etc. are completed as per drawing.

(c) All joints in masonry shall be raked as the work proceeds to a depth of 10mm/20mm for block/stone masonry respectively with a tool made for the purpose when the mortar is still green. The masonry surface to be rendered shall be washed with clean-water to remove all dirt, loose materials, etc., Concrete surfaces to be rendered shall be roughened suitably by hacking or bush hammering for proper adhesion of plaster and the surface shall be evenly wetted to provide the correct suction. The masonry surfaces should not be too wet but only

PU based waterproofing, fibre reinforced high build & easy roller applied / brushable coating:-

This product is seamless waterproofing render suitable for waterproofing of old & new roofs, it is a PU base product. The product can be applied directly on existing concrete, brickbat coba, screed concrete, plastered Brick wall and china mosaic surface.

Application Methodology:

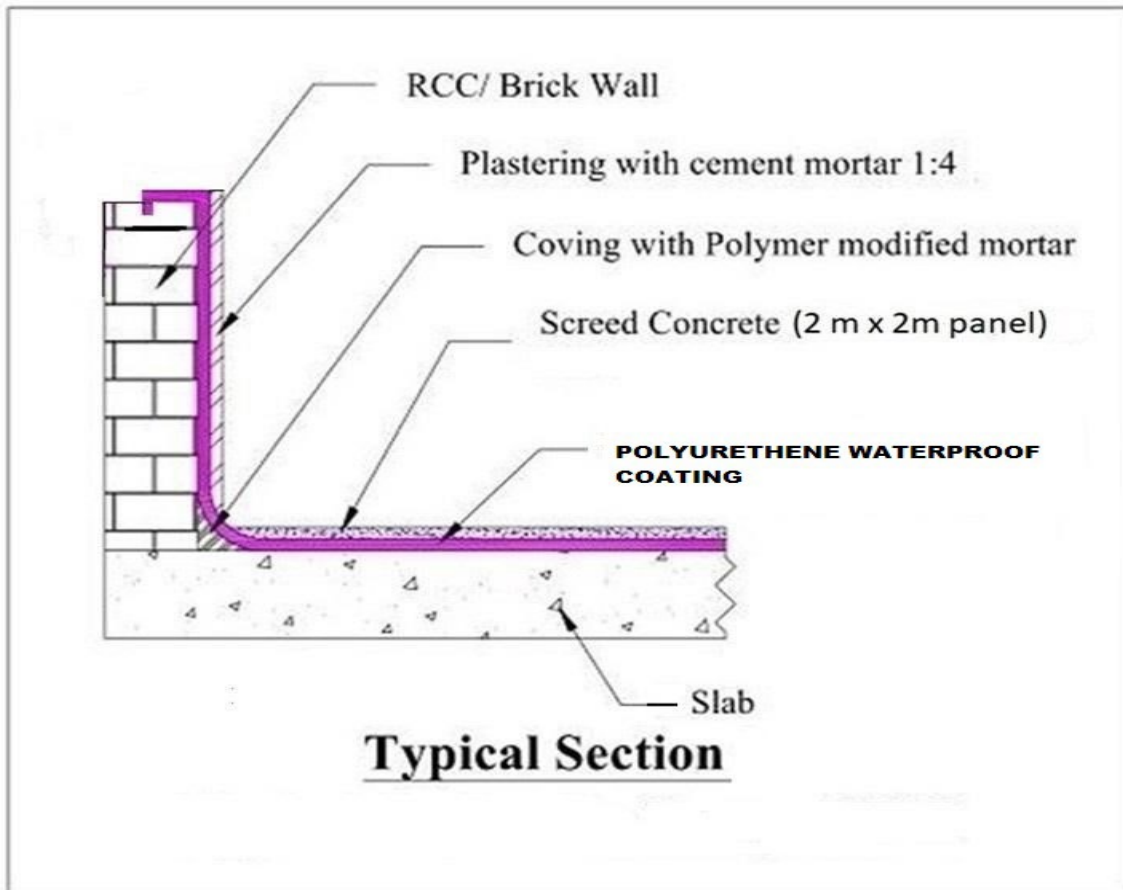
Surface Preparation:-

All surfaces which are to receive the coating must be free from oil, laitance, grease, wax, dirt or any other form of foreign matter which could affect adhesion. Typically, surfaces can be cleaned using high pressure water jet or grit blasting. Spalled surfaces or those containing large blowholes, cracks and other such defects up to 10 mm depth, should be repaired using polymer modified mortar.

Mixing:-

The contents of coating product shall be thoroughly stirred for at least 2 minutes using a slow speed (300-400 RPM) drill machine attached with a mixing paddle. Retempering with water should not be done. Keep on stirring during application. All process shall be followed as per manufacturer's specifications.

Application:- waterproofing application shall be in accordance with the manufacturer's instructions and as per Manufacturer's specifications.



Place: Kolkata

Signature and Seal of the contractor

Name & address

Annexure I

PROFORMA OF BANK GUARANTEE for PERFORMANCE (SECURITY DEPOSIT FOR WATERPROOFING WORK)

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

Shri.....

Regional Director

Reserve Bank of India

Estate Department,
Kolkata

Dear Sir,

Name of Work: - Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security deposit for a total amount of ₹ _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We __ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹__ (Rupees __ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ (Rupees only). _____
2. We also agree to undertake to and confirm that the sum not exceeding ₹__ (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any

Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- f) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).
- g) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only).
- h) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- i) This guarantee shall remain in force up to _ (30 days beyond the defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- j) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within ___ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

Annexure II

PROFORMA OF PERFORMANCE GUARANTEE FOR WATER-PROOFING

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director

Estate Department

Reserve Bank of India

Kolkata

Dear Sir/Madam,

Name of Work: Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata

We have treated the Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata as Contractors M/S _____ the Contractors for the work. We have read and understood the scope and responsibility of the waterproofing and damp proofing work as provided for in the General Builders Work in their (M/s _____) Contract with the Reserve Bank of India and accordingly as a Proprietary Agency engaged by M/s _____ for the items of works of damp proofing and water proofing in the building, we have treated the abovementioned surface/areas as per specifications for works furnished by us to the Bank, as a Contractor. After virtual completion of work and before the ___ day ___ month of _____ at any time or times the basement floor, roofs, water tanks and other portion treated by us M/s _____ starts leaking or in any way get damaged to the influence of seeping water including forming wet patches, dampness etc. either due to the inadequacy of the work carried out or due to any other reason whatsoever relating to the specification, workmanship etc. including the responsibility for any surface treatment and plumbing works etc. carried out by other agencies, we the M/s _____ hereby undertake and guarantee carry out necessary remedial measures up to 5 years from the date of virtual completion of the works to such extent and so often as may be necessary to free the premises from such leakages, dampness without any extra cost to the Employer (Reserve Bank of India). The decision of the Employer

in regard to the question as to whether there is any leakage or the treatment has given way to water or moisture, shall be treated as final and binding on us. We also undertake to reinstate the surface disturbed to attend to the rectification work to its original condition after carrying out the rectification work, if necessary, by bringing new materials at no extra cost to the Employer.

Signature M/s. _____ (Proprietary Waterproofing Agency)

Date:

Place:

Counter Signed by for and on behalf of M/s. _____ (Contractors)

Date:

Place:

The Regional Director

Reserve Bank of India,

Place: Kolkata

For Reserve Bank of India

Annexure III

FORMAT OF MEASUREMENT BOOK

M.B No. _____
No. _____

Page

Tender Item No./ Tender Page No.	Full Description of item of work	Measurements				Quantity
		No.	L	B	D/H	

Abstract of cost for Running/Final Bill

Running Bill no:

M.B. No. _____

Page No. _____

Serial No.	Tender Item No.	Description	Quantity	Rate ₹	Unit	Amount ₹
1	2	3	4	5	6	7

Annexure IV

Performa for Undertaking/Declaration/Certificate by the Bidder regarding country sharing land border with India

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,
Regional Director
Reserve Bank of India, Kolkata

Name of Work: Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters, Dumdum Phase-I, Kolkata

I/We..... (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 611812019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I / We certify that (Name of the bidder)

- i. is not from a country sharing land border with India, or
 - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
 - iv. is from a country sharing land border with India where Government of India is engaged in development projects
- (Strikeout whichever of the above is not applicable)

3. I / We further certify that..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we.....(Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/order.

4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.
Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place

**Reserve Bank of India
Estate Department
Kolkata**

**Terrace waterproofing works of various blocks and community hall at RBI Staff Quarters,
Dumdum Phase-I, Kolkata**

Schedule of Quantities (Unpriced)

Sr No	Description	Quantity	Unit
1	<p>i) Carefully dismantling (mechanically or manually as per site condition and as directed by Bank's engineer) the existing waterproofing treatment including IPS/ceramic/bitumen layer etc. with brickbat coba, side wata, etc. complete up to its RCC slab level; Also removing plaster from side parapet walls up to required height; Cleaning the slab surface thoroughly which are to receive the coating free from oil, dirt or any other form of foreign matter which can affect adhesion. Typically, concrete surfaces can be cleaned using high pressure air blower. Spalled surfaces or those containing large blowholes, cracks and other such defects to be repaired and preparing the surface for receiving further treatment, carting away the debris out of the premises, etc. complete as directed by the Bank's Engineers *Disposal of debris- Disposing the site-debris outside the premises, as per local municipality / administration rules. Removal of debris shall be done by the firm from premises regularly.</p>	240	Cum
2	<p>Bore Packing, Rain water Pipes & Fittings: The rate shall include following:</p> <p>(i) Providing necessary formwork for packing the bore using suitable arrangement (Depending upon site condition) Applying coat of styrene butadine based polymer coating using SBR latex. Packing the gap using non-shrink cement polymer based grout upto the surface of the bore whilst the sbr latex is in tacky state and then sealing with epoxy putty.</p> <p>(ii) Carefully removing existing CI, AC Pipe and discarding the same from bank's premises and making good any damage.</p>	120	Nos

	<p>(iii) Providing and laying, jointing 110 mm dia rigid PVC rainwater pipe of approved make including rigid PVC fittings such as coupler, Tee with / without plug, shoe, bends, single, or double junctions etc. to correct grade, length and alignment including cutting the pipes to correct length, jointing, supplying installation of M.S heavy brackets/clamps with fastener, testing, including cutting holes in R.C.C/brick walls /floors making good the same, necessary scaffolding etc. all complete as per specification, and direction of Bank's Engineer. Approximate length per number is 1 meter.</p> <p>(iv) Rate should also include Providing and fixing rain water inlet mouth of cast iron grating of approved size (at Roof Floor)</p> <p>(v) Rebate for taking away old CI/AC Pipe material fitting out of Bank's premises.</p>		
3	Water proofing treatment over roof surface: The rate shall include following:		
	<p>(a) Surface Treatment:</p> <p>i) The cleaning and preparation of the substrate must be carried out thoroughly to leave a sound base for the application. Any laitance present on the surface must be removed mechanically. Grinding the unsound and undulated concrete surface to make it a fairly smooth surface. Pond the entire terrace area with water to check for any cracks, dampness, leakages etc. Treating the existing cracks in the slab, if any, by opening the crack, making mechanically 'V' groove to the required depth, cleaning the groove properly by air pressure for removing the loose dust and sealing the same with approved ready mixed acrylic based crack filler of approved make by the Bank all as per the manufacturer's specifications. Surface defects exposed during surface preparation such as shrinkage cracks, minor honey combing, minor damage to joint arises, and etc. shall be filled with polymer modified mortar (prepared by mixing cement sand mortar with Styrene butadiene rubber based polymer at 7% of cement content by weight).</p> <p>ii) All cracks greater than 3mm shall be opened in v-grooves of min 20mm x 20mm. The grooves needs to be cleaned and applied with a single coat of epoxy based bonding agent at approx. 0.15-0.2 Kg/sqmt and filled with high strength non-shrink Epoxy Mortar, levelled by means of a trowel.</p> <p>(iii) Coving-Providing and coving all junctions for a size 50 mm x 50mm with polymer modified mortar with SBR Latex or approved equivalent mixed with cement and sand.</p>	1800	Sqm

	<p>(b) Primer Coat: Providing and applying two component brush/roller applied approved make epoxy primer in one coat with resin and hardener component mixed in 1:1 proportion with upto 50% water dilution admixed with silica powder or as per manufacturer specification.</p>		
	<p>(c) Coating Application: (i) Providing and applying approved make single component brush/roller/spray applied, pure polyurethane, waterproofing membrane and based on pure elastomeric, hydrophobic, polyurethane resins which forms a uniform, elastic, waterproof, vapor permeable sealing layer after application and curing forming a seamless cast in situ membrane providing high Mechanical, chemical, thermal, and weather resistance properties;</p> <p>Density : Min. 1.4Kg/l Viscosity :5500+- 500mPa.sec(At 23 C)</p> <p>Elongation at break (min): 400% (ASTM D 412)</p> <p>Tensile strength: > 2.5 N /mm² (ASTM D412)</p> <p>Hardness according to SHORE A: > 60 N(ASTM C836)</p> <p>Water impermeability: 5 atm (DIN 1048)</p> <p>Water vapor permeability: Sd=0.82m (permeable, EN ISO 7783 - 2, Class I < 5m)</p> <p>Adhesion: > 2.0N /mm² (EN 1542,requirement for flexible systems without trafficking: 0.8 N/mm²)</p> <p>(ii) Providing and applying approved make high performance Pure Polyurethane waterproofing membrane @ 2- 2.2 Kg/Sq. Mt. in 2 coats or as per manufacturer specification.</p>		
	<p>(d) Providing and laying geotextile membrane of 40 GSM sandwiched between two coats PU. The Geotextile should be dipped in PU first and then fixed onto the first coat of PU Waterproofing system in tacky condition. A second coat should be applied in order to obtain a fully bonded flexible system.</p>		
	<p>NOTE: (I) The vendor shall ensure that –</p> <p>a. The work of water-proofing is carried out with highest standard of workmanship.</p> <p>b. The work is monitored periodically by the technically expert & experienced person deputed by manufacturer of the waterproofing material</p> <p>c. Work is completed and tested for efficacy to the satisfaction of Bank's engineer</p>		

	<p>(II) Guarantee - The waterproofing work shall be guaranteed by vendor against any defect in the material and workmanship for minimum period of 5 (five) years as per ANNEXURE I and ANNEXURE II from the date of virtual completion. Testing of waterproofing shall be carried out by storing of water as directed by the employer for 72 hours. In case of failure, or leakages, the contractor shall carry out remedial work as suggested by the Bank's Engineer and up to his satisfaction. No extra payment shall be claimed by the vendor for the said repair.</p> <p>(III) In case of significant failure in the performance of waterproofing work which shall be decided by the Bank's Engineer, the contractor shall re-do the entire work of waterproofing after removing the earlier coat / paint. No extra payment shall be claimed by the vendor for redoing the entire work.</p>		
4	Finishing Screed Concrete (Horizontal Protection) .The rate shall include following:		
	<p>(I) Providing and laying of average 50 mm thick M20 grade screed concrete (or suitable thickness for necessary slope). The concrete should be admixed with PCE based integral waterproofing compound at a dosage of 200 ml per 50 kg bag of cement.</p> <p>(II) Green stage saw cutting on the screed will be done in panels (2mx2m) with grooves 6mm width X 8 mm depth & finally the groove will be sealed with suitable elastomeric sealant and doing regular curing for minimum 7 days.</p>	90	Cum
5	Plaster (For Vertical Surface)		
	<p>Dismantling old damaged plaster on parapet walls or skirting raking out joints and cleaning the surface for plaster including bringing down from roof top in suitable container/bags and stacking the same within 50 M lead inside the campus as per direction of Engineer-in-charge. Providing and applying 15 mm cement plaster on wall surface ,making drip mould etc of mix 1:4 (1 cement: 4 medium sand) admixed with PCE based integral waterproofing compound at a dosage of 200 ml per 50 kg bag of cement, to external masonry surface, exposed concrete surface, web to the junction of wall & chajja drop concrete or throating at the surface of the projected member as per direction of Engineer-in-Charge complete to all floors including cost of curing and scaffolding etc as required complete.</p>	1000	sqm
6	PATCH REPAIRING WORK WITH POLYMER MODIFIED PLAIN/REINFORCED CEMENT CONCRETE	100	Sqm

	<p>Patch Repairs to the RCC members such as beams, columns, over head tanks, staircase using the polymer chemicals as per the manufacturers specifications at all height & level ,complete as per manufacturer's specifications and Bank's engineer's instructions. The Quoted rate shall include followings</p> <p>(i) Carefully dismantling by gentle chipping the cracked/loose, distressed concrete, loose to expose the hard/sound concrete surface</p> <p>(ii) Cleaning & treatment of existing reinforcement (of dia 8mm to 20mm) from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover/paasivator of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per manufacturer's specification and direction of Engineer-In-Charge.</p> <p>(iii) Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect. (SBR Polymer (@10% of cement weight) modified cementitious bond coat @ 2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer)</p> <p>(iv) Providing, mixing and applying SBR polymer (of approved make @ minimum 2% by wt. of cement used) modified plain/reinforced cement concrete upto 50mm thick in Grade M 25 with cement content not less than 330 kg per cum for structural members having minimum characteristic compressive strength [with ordinary portland cement, coarse sand and graded stone aggregate of 10mm maximum size in proportion as per design criteria] with specified average thickness. the rate shall include Providing, mixing and applying bonding coat of required thickness (as per manufacturer's specification) of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect</p>		
7	REINFORCEMENT WORK		
	<p>Providing of new reinforcement with proper lapping/welding wherever the diameter of the existing reinforcement is found reduced more than 15% of the original or entire damaged. The rate should include cutting, bending, binding with G.I. wire and placing in proper position or as directed by Bank's Engineer including necessary scaffolding if required. Rate should include cost of all material and labour for all operations and item should be executed as per direction of Bank's Engineer.</p>	100	Kg
8	PATCH REPAIRING WORK WITH POLYMER MODIFIED CEMENT MORTAR	100	Sqm

	<p>Patch Repairs to the RCC members such as beams, columns, staircase, using the polymer chemicals as per the manufacturers specifications at all height & level, complete as per manufacturer's specifications and Bank's engineer's instructions. The Quoted rate shall include followings:</p> <p>(i) Carefully dismantling by gentle chipping the cracked/loose, distressed concrete, loose to expose the hard/sound concrete surface</p> <p>(ii) Providing, mixing and applying bonding coat of required thickness (as per manufacturer's specification) of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect (12 mm average thickness)</p>		
	<p>(iii) Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge</p>		