

<u>सेक्टर 30A एवं 44B चंडीगढ़ स्थित बैंक की आवासीय कॉलोनी में स्थित फ्लैटों के सामने के आँगन</u> में फर्श की मरम्मत एवं टाइल लगाने का कार्य ई-निविदा

<u>Tender for</u>

Floor repair and tiling work at Front yards of the Bank's Residential Accommodations at Sector-30A & 44B Colonies, Chandigarh RBI/Chandigarh Regional Office/Estate/10/25-26/ET/240

<u>भाग- । (टेक्नो-कमर्शियल बोली)</u>

Part-I (Techno-Commercial Bid)

बोलीदाता का नाम :.....

पताः

दूरभाष सं:

ईमेल-:

बोली पूर्व बैठक का समय एवं स्थान	25 जुलाई 2025 पूर्वाह्न 11:00 बजे
	स्थान : संपदा विभाग, तृतिय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़
बोली प्रस्तुत करने की अंतिम तिथि:	04 अगस्त 2025 को पूर्वाह्न 11:00 बजे तक
निविदा का भाग । अर्थात तकनीकी- वाणिज्यिक बोली खोलने की तिथि:	04 अगस्त 2025 को अप्राह्न 03:00बजे

Note: This is an-e tender. Hence, signed & scanned Part I must be uploaded to MSTC website. Part II/price bid excel must be uploaded on the MSTC Portal separately.

Bidder/Contractor/Tenderer means those who are participating in the tendering process. Successful bidder/contractor/Tenders mean who quote Lowest rates after evaluating the Part I and Part II of tender.

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भारतीय रिज़र्व बैंक, सम्पदा विभाग, चंडीगढ़ ने इच्छुक पक्षों को कार्य की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। जबकि भारतीय रिज़र्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सटीक मानते हैं, न तो भारतीय रिज़र्व बैंक और न ही इसके किसी भी प्राधिकरण या एजेंसियों और न ही उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों में से कोई भी इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता के संबंध में कोई वारंटी या नुमाइंदगी, व्यक्त या निहित प्रदान करता है।

Reserve Bank of India, Estate Department, Chandigarh, has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

इस दस्तावेज़ का प्रयोजन सम्पूर्ण जानकारी प्रदान करने का नहीं है। इच्छुक पार्टियों से अपनी स्वयं की पूछताछ करना अपेक्षित है। इस ई-निविदा के प्रत्यर्थी को अपनी स्वयं की पूछताछ करने की आवश्यकता है और उन्हें केवल खाली ई-निविदा दस्तावेज़ों / फार्मों में निहित जानकारी पर भरोसा नहीं करना चाहिए। यदि उत्तरदाताओं द्वारा सम्यक उद्यम का पालन नहीं किया जाता है तो भारतीय रिज़र्व बैंक ज़िम्मेदार नहीं होगा। The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information contained in the blank tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

यह जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकरण या एजेंसियों या उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों पर बाध्यकारी नहीं है।

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भारतीय रिज़र्व बैंक परियोजना के साथ आगे बढ़ने या परियोजना के विन्यास को बदलने, इस दस्तावेज़ में परिलक्षित समय सारिणी को बदलने या लागू होने वाली प्रक्रिया को बदलने का अधिकार सुरिक्षत रखता है। यह रूचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरिक्षत रखता है। रूचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति का भुगतान नहीं किया जाएगा।

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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भारतीय रिज़र्वे बैंक / Reserve Bank of India संपदा विभाग / Estate Department चंडीगढ़ / Chandigarh

<u>ई-निविदा सूचना</u>

<u>सेक्टर 30A एवं 44B चंडीगढ़ स्थित बैंक की आवासीय कॉलोनी में स्थित फ्लैटों के सामने के आँगन</u> में फर्श की मरम्मत एवं टाइल लगाने का कार्य

सेक्टर 30A एवं 44B चंडीगढ़ स्थित बैंक की आवासीय कॉलोनी में स्थित फ्लैटों के सामने के आँगन में फर्श की मरम्मत एवं टाइल लगाने के कार्य के लिए भारतीय रिज़र्व बैंक, चंडीगढ़, पात्र और इच्छुक फर्मों से ई-निविदाएं आमंत्रित करता है। कार्य की अनुमानित लागत **₹33.28 लाख मात्र** (जी. एस. टी. सहित) है। 2. यह एक सीमित ई-निविदा है। केवल वे फर्म जो संपदा विभाग, भारतीय रिज़र्व बैंक, चंडीगढ़ में Civil Repair Works (Trade no. 2) तथा Civil Interior and Renovation works (Trade no. 3) में श्रेणी V (25 लाख से अधिक के कार्यों के लिए) में सूचीबद्ध हैं, ई-निविदा प्रक्रिया में भाग ले सकेंगी। ई-निविदा दस्तावेज बैंक की वेबसाइट <u>www.rbi.org.in</u> पर डाउनलोड के लिए उपलब्ध है।

3. ई-निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। ई-निविदा के भाग-। में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिन पर निविदाकर्ता को सहमत होना होगा। ई-निविदा के भाग-॥ में बैंक की मात्राओं की अनुसूची निर्धारित की गयी है और निविदाकर्ता द्वारा मूल्य बोली ऑनलाइन प्रस्तुत की जाएगी।

4. पात्रता मानदंड को पूरा करने वाली फर्मों को कार्य के आवंटन के लिए विचार किए जाने हेतु 04 अगस्त 2025 को पूर्वाह्न 11:00 बजे तक या उससे पहले सभी आवश्यक दस्तावेजों को https://www.mstcecommerce.com/eprocn पर अपलोड करना होगा।

5. ई-निविदा के भाग-। को **04 अगस्त 2025 को अप्राह्न 03:00 बजे** MSTC Portal पर खोला जायेगा। ई-निविदा की समय-सारणी निम्न अनुसार है:

क	ई-निविदा सं.	RBI/Chandigarh Regional Office/Estate/10/
		25-26/ET/240
ख	निविदा प्रणाली	ई-प्रापण प्रणाली
		(ऑनलाइन
		<u>https://www.mstcecommerce.com/eprocn</u> पर
		भाग-। तकनीकी-वाणिज्यिक बोली तथा भाग-॥ मूल्य
		बोली)
ग	अनुमानित लागत	₹33.28 लाख मात्र (रुपए तैंतीस लाख अट्ठाईस हजार मात्र)
		(जी. एस.टी. सहित)
घ		27 जून 2025 को साँय 05:00 बजे से
	वेबसाइट से डाउनलोड करने की	
	प्रारम्भिक तिथि	
ड़	https://www.mstcecommerce.	27 जून 2025 को साँय 05:00 बजे से
	<u>com/eprocn</u> पर ई-निविदा	
	(ऑनलाइट तकनीकी-वाणिज्यिक	
	बोली और मूल्य बोली) प्रारंभ होने की	
	तारीख	

च	बयाना राशि (केवल NEFT/DD के	
	माध्यम से)	लाभार्थी का नाम -भारतीय रिज़र्व बैंक
		IFSC Code: RBIS0CGPA01 (पंचवा तथा दसवां अंक शून्य
		है)
		खाता सं.: 186003001
छ	बोली पूर्व बैठक की तिथि एवं समय	25 जुलाई 2025 को पूर्वाह्न 11:00 बजे
		स्थानः संपदा विभाग, तृतिय तल, मुख्य कार्यालय भवन,
		भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़
জ	बयाना राशि जमा करने की अंतिम	03 अगस्त 2025 तक
	तिथि	
झ	ई-निविदा (तकनीकी-वाणिज्यिक	04 अगस्त 2025 को पूर्वाह्न 11:00 बजे तक
	बोली एवं मूल्य बोली) बंद होने की	
	तिथि	
স	ई-निविदा का भाग । (अर्थात	04 अगस्त 2025 को अप्राह्न 03:00 बजे
	तकनीकी-वाणिज्यिक बोली) खोलने	
	की तारीख	तो भाग ॥ उसी दिन खोला जाएगा। अन्यथा भाग ॥ किसी
		अन्य तिथि पर खोला जाएगा जिसकी सूचना बोलीदाताओं
		को ईमेल के माध्यम से दी जाएगी।
ਟ	अंतरण फीस	अंतरण फीस का भुगतान एमएसटीसी भुगतान गेटवे /
		एनईएफटी माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया
		जाएगा।

बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा में पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना किसी कारण बताए सभी निविदायों को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

यह नोटिस केवल सूचना के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में बोली लगाने के लिए यह खुला आमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अनचाहे प्रस्तावों को अनदेखा किया जा सकता है। हालांकि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार भारतीय रिज़र्व बैंक के पास नामांकन के लिए आवेदन कर सकते हैं।

> कृते/-क्षेत्रीय निदेशक भारतीय रिज़र्व बैंक, चंडीगढ़

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भारतीय रिज़र्व बैंक / Reserve Bank of India संपदा विभाग / Estate Department चंडीगढ़ / Chandigarh <u>E-Tender Notice</u>

Floor repair and tiling work at Frontyards of the Bank's Residential Accommodations at Sector-30A & 44B Colonies, Chandigarh

Reserve Bank of India, Chandigarh invites E-Tender from eligible and willing firms for undertaking "*Floor repair and tiling work at Front yards of the Bank's Residential Accommodations at Sector-30A & 44B Colonies, Chandigarh"*. The estimated cost of work is **₹33.28 Lakh** (including GST) only.

2. It is a limited e-tender. Only those firms which are empaneled with Estate Department, Reserve Bank of India, Chandigarh in Civil Repair Works (Trade no. 2) and Civil Interior and renovation work (Trade No. 3) of more than 25 lakhs under Category V are eligible to take part in the tender process. The tender document is available on the Bank's website <u>www.rbi.org.in</u> for download.

3. E-Tender shall be submitted online in two parts. Part-I of the e-tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the tenderers. Part-II of the e-tender will contain the Bank's schedule of quantities and tenderer's price bid to be submitted online.

4. The firms fulfilling the eligibility criteria should upload all the required documents at <u>https://www.mstcecommerce.com/eprocn</u> on or before **August 04, 2025, 11:00 AM** for consideration for the award of work.

5. Part-I of the e-tender will be opened on **August 04, 2025 at 03:00 PM** on MSTC website. The timeline of the e-tender is as follow:

A	E-Tender no	RBI/Chandigarh Regional Office/Estate/10/ 25-26/ET/240
В	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through MSTC portal https://www.mstcecommerce.com/eprocn)
С	Estimated cost	₹33.28 Lakh (Rupees Thirty Three Lakh Twenty Eight Thousand only) (Including GST)
D	Date of availability of E-Tender Document for download on RBI website (<u>www.rbi.org.in</u>)	June 27, 2025 from 05:00 PM
E	Starting Date of E-Tender for submission of Part-I (Techno- Commercial Bid) and Part-II (Price Bid) at <u>https://www.mstcecommerce.c</u> <u>om/eprocn</u>	June 27, 2025 from 05:00 PM

F	Earnest Money Deposit (Only through NEFT/DD)	 ₹66,560/- (Rupees Sixty Six Thousand Five Hundred Sixty Only) Beneficiary Name- Reserve Bank of India IFSC: RBISOCGPA01 (5th and 10th being zero) Account No: 186003001
G	Date and time of pre-bid meeting	July 25, 2025 at 11:00 AM Venue: Estate Department, 3 rd Floor, Main Office Building, Reserve Bank of India, Central Vista, Sector-17, Chandigarh
Н	Last date to deposit EMD	August 03, 2025
Ι	Closing Date of e-tender for submission of Techno- Commercial Bid & Price Bid	August 04, 2025 till 11:00 AM
J	a. Date & time of opening of Part I (Techno-Commercial Bid)	-
К	Transaction Fee	Payment of transaction fee through MSTC payment gateway / NEFT in favour of MSTC Ltd

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.

> -SD-Regional Director Reserve Bank of India, Chandigarh

Form of E-Tender

To, Regional Director Reserve Bank of India, Estate Department, Chandigarh

Madam / Dear Sir,

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

MEMORANDUM

(a)	Name of work	:	Floor repair and tiling work at Front
			yards of the Bank's Residential
			Accommodations at Sector-30A &
			44B Colonies, Chandigarh
(b)	Estimated cost of the work	:	₹33,28,000/-
(C)	Earnest Money Deposit (EMD)	:	₹66,560/-
(d)	Time allowed for completion of the work	:	90 Days
	from the 14 th day of written order to		
	commence the work		

2. Should this e-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. <u>I / We, agree to deposit EMD of ₹66,560/- with the Reserve Bank of India, which</u> <u>amount is not to bear any interest.</u> 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 (full address)

(i)	
(ii)	

The names of partners of our firm are:

(i)	
(ii)	

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

Yours faithfully,

(Signature of Contractor with stamp)

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		
()		

Section I- Important instructions regarding e-tender

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

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

1.	Process of E-Tender:
	A) Registration: The process involves vendor's registration with MSTC e- procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno- Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, CHANDIGARH is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).
	SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <u>www.mstcecommerce.com/eprocn/</u>
	1). Vendors are required to register themselves online with <u>www.mstcecommerce.com</u> \rightarrow e-Procurement \rightarrow PSU / Govt depts. \rightarrow RBI CHANDIGARH \rightarrow Register as Vendor Filling up details and creating own user id and password \rightarrow Submit.
	2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.
	In case of any clarification, please contact MSTC/RBI, CHANDIGARH, (before the scheduled time of the e-Tender).
	Contact details: <u>a)</u> Contact person (MSTC Ltd.) for Vendors:
	(i) HO Central Help Desk:
	Phone Number: 07969066600
	helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)
	Availability
	 9:30 AM to 5:00 PM on all working days for all Technical issues e- Tenders, System settings etc. ii) Mr Keshav Arora, Deputy Manager, <u>cdgopn1@mstcindia.in</u>; 9830430434, iii) Mr Pankaj Kumar, Deputy Manager, <u>cdgopn2@mstcindia.in</u>, 7229068247 Google hangout ID- (for text chat)- <u>mstceproc@gmail.com</u>.

T	• • •					
		tact person at RBI (RO/	<u>TE)</u>			
	 Contact person (RBI): i) Sh. Nakul Nagde (Manager, Civili) 9829589139, (<u>nakulnagde@rbi.org.in</u>). ii) Sh. Sudhanshu Vikram (AM, Civil): 9130111152 (<u>sudhansuv@rbi.org.in</u>). 					
	B) System Requirement:					
	i) Windows XP-SP3 & above/Windows 7 Operating System					
	ii) IE-7 and above Internet browser.					
	iii) Signing type digital signature					
	iv) JRE 7 update 9 and above software to be downloaded and installed in the system.					
	To enable ALL active X controls and disable 'use pop up blocker' under Tools \rightarrow Internet Options \rightarrow custom level					
For details, vendor may refer to the DOWNLOA available <u>https://www.mstcecommerce.com/eprocn/</u>				STEM SETTING GUIDE		
	← → C 🖙 mstcec	:ommerce.com/eprocn/		X		
	About us ST	System Settings Check Status				
		Status	Incorrect System Settings Download System	m Settings Guide Download Certificate		
		Please Correct the Following Settings:				
		If You Do Not Have Java Installed, Please Install Java	Download Java			
		Based On The Java Version You Have Installed Please Download PKI Application	Latest Version: 11	Installed Version:		
			If You Have Java 32 Bit Installed Download	If You Have Java 64 Bit Installed Download		
		If You Have Installed Both Java And Pki Application, Please Update Browser Settings	If You Are Using Google Chrome Or Edge: - Op https://localhost:13591/signservice/getdata Ar			
			If You Are Using Firefox: - Open URL https://localhost:13591/signservice/getdata Ar	nd Add Security Exception To Allow Connections.		
		Reset Password 🚯 Register	Highlights	Activate Win Go to Settings to		
	(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.					
	(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, CHANDIGARH. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.					

	Note:
	The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable considering the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
3.	All the entries in the e-tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	Special Note towards Transaction fee : The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / Contractor / 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, Service Provider / Contractor / 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, Service Provider / Contractor / 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. Transaction fee is non-refundable . A vendor will not have the access to online e-tender without payment of the transaction fee.
	NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid. Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.
	Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted.
	In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.
5.	Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
	Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI CHANDIGARH and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, CHANDIGARH as well as by MSTC

	(e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	(i) Please note that there is no provision to take out the list of parties downloading the e-Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.
	 (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <u>www.mstcecommerce.com/eprocn</u> of MSTC Ltd.
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<u>Bidding in E-tender</u> : a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non- refundable. No interest will be paid on EMD.
	b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <u>www.mstcecommerce.com</u> → e-procurement → New Common Portal → Bid Floor Manager→ live event →Selection of the live event→ Transaction fee- >Common terms->Attach Documents->Price Bid. Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button. c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-
	Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid
	NOTE : - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid,

then he/she should click delete bid and resubmit the same and again click final submission.

d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.

h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.

i) 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.

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

k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

I) All the above Eligibility criteria papers duly signed and sealed on all pages shall be uploaded on MSTC site and same will be downloaded at the time of opening Part-I of tender for examination by the Bank. Further, the contractor should submit the original of the documents to the Bank when demanded for further tendering process.

m) The Bank will evaluate the said reports before evaluation of price bid 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, 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

n) The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

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

11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, CHANDIGARH has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprocn/rbind of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Regional Director Reserve Bank of India Chandigarh

Section II- General Instructions to Contractors and General Terms & Conditions

Reserve Bank of India, Estate Department, Chandigarh invites e-tenders on <u>https://www.mstcecommerce.com/eprocn</u> in two parts from its empaneled contractors in various categories (from ₹25.00 Lakh to ₹50.00 Lakh) for civil work. Empaneled contractors needed to submit a Part I (Techno-commercial bid) and Part II (Financial bid) on the mentioned portal.

a) E-tender Document:

i. Tender shall consist of documents (Part I & Part II). Part I contains techno-commercial conditions (all sections and annexures) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose. Part II contains only financial bid. E-Tender Document / Notice Inviting Tender may be downloaded from https://www.mstcecommerce.com/eprocn.

ii. Tenderers are advised to study the E-tender documents thoroughly.

iii. Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.

b) Obtaining of E-tender documents:

a) The E-tender Document / Notice Inviting Tender may be downloaded from https://www.mstcecommerce.com/eprocn

b) Interested parties, if they so desire, may contact the Estate Department Officials on the phone / e-mail for further any clarification.

c) Pre-bid Meeting

Reserve Bank of India shall conduct pre-bid meeting(s) at the time and venue mentioned in Notice Inviting Bid, to answer any queries / provide clarifications that the Tenderers may have in connection with the Project and to give them relevant information regarding the same.

d) Amendment to E-tender Document

i. At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective tenderer, modify the e-tender by an amendment and same will be uploaded in the form of Corrigendum on <u>www.rbi.org.in</u> and <u>https://www.mstcecommerce.com/eprocn</u> for information of prospective bidders.

ii. In order to afford prospective tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

e) Preparation of Tender

a) Part I / Techno – Commercial bid:

01. All Sections and Annexures are the part of Technical – Commercial bid. All the sections and annexures must be signed by the Tenderers.

02. Tenderer must fill all the details specified in different section and attached the leaflet /necessary documents/brochure of product etc.

03. Tenderers must submit all documents for prequalification criteria and other documents as stated in the tender by uploading scanned copy of all documents on

https://www.mstcecommerce.com/eprocn.

b) Part II / Financial Bid:

Currency of Bid: Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, uniforms of worker, Contract Labour Act, all other logistic as mentioned in the tender, all taxes (inclusive of GST), charges, levies, cess, insurance, transportation, entry taxes,), labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. as applicable from time to time as per rules.

The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.

The tenderer should ensure that all columns of the price schedule may be duly filled, and no column is left blank. After opening of the Part II/Financial Bid, no clarifications whatsoever shall be entertained by the RBI.

The e-tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the e-tender may be rejected by the Bank.

It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Tenderers.

f) Period of Validity of Bids

Bids shall remain valid for acceptance by RBI for the period indicated in the Notice Inviting Tender. This period will be further mutually extended, if required.

g) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.

h) All bidder need to submit EMD of ₹66,560/- through NEFT/DD only (to A/c No. 186003001, IFSC- RBIS0CGPA01 of Reserve Bank of India, Chandigarh)

If bidder fails to submit the EMD, tender may cancel, and firm may be delisted from further tendering process. EMD should be interest free and shall be returned to unsuccessful bidders after awarding the work and EMD of L1 bidder/ successful bidder will be returned on submission of Performance Bank Guarantee in prescribed format.

i) Security Deposit:

(a) **Retention Money** of 5% of bill amount (including GST, interest free) will be deducted from all the bills including running and final bill i.e. 5% from each bill and same will be returned after completion of one year of defect liability period (DLP).

All defect will be rectified free of cost during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit account

(b) Performance Bank Guarantee (PBG): A Performance Bank Guarantee (@ 5% of the contract value) in prescribed format (see <u>Annexure II</u>)/ or amount equivalent to PBG through online mode (NEFT), or alternative mechanism like withholding of an amount equivalent to PBG amount from vendor's bill, with explicit written consent of vendor, till submission of PBG / completion of contractual obligations may also be considered, including charges / interest amount as detailed below in sub-para(a). This PBG shall be submitted by the successful tenderer(s) for due fulfilment of the contractual obligations which will be released after virtual completion of the work. EMD of successful bidder will be refunded only after the submission of Performance Bank Guarantee.

(a) In case of delays in submission of unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

The vendor(s) has/have to extend the period of validity of PBG up to extended time in case any extension of time for completion of work is granted by the Bank. The Bank will not pay any charges for extending the validity of PBG for such extended period

The Security Deposit/EMD shall be paid by the tenderer to the Reserve Bank of India, Chandigarh as security for due fulfilment of the contract. No interest shall be paid on the said deposits. The Bank reserves the right to forfeit the deposit if the successful bidder fails to execute the contract. The security Deposit/EMD shall be forfeited in the following circumstances:

1. Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or

2. The tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force.

3. In case of the successful tenderer, if he fails to complete the work within the prescribed time limit.

j) On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall sign an agreement within 14 days in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

(b) 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 the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

(k) Procedure for Submission of Bids

It is proposed to have a Two-Cover / Part System for this tender

a) Techno – Commercial Bid/Part I consist of following items

i. Part- I / Techno – Commercial Bid (all sections and annexes). Please note that prices should not be indicated in Part- I / Techno – Commercial Bid. Techno-Commercial bid may be submitted on <u>https://www.mstcecommerce.com/eprocn</u>

(b) Part II /Financial Bid

- i. Part II/Financial Bid may be submitted on https://www.mstcecommerce.com/eprocn
- ii. No conditional / optional quote shall be accepted.
- iii. Tenderers shall not be permitted to alter or modify their bids after receipt of their bids.
- iv. Those who have downloaded the tender are required to submit the eligibility criteria, if any.

c) Receipt of E-Tenders

The e-tender bids will be accepted till the schedule time and date as referred to in the Notice Inviting Tender. The e-tenders received thereafter shall not be entertained in any circumstances.

d) Opening of Part I

The Technical – Commercial bids will be opened on the scheduled time and date as referred to in the Notice Inviting Tender at Estate Department, RBI Chandigarh. The tenderers or their authorized representatives may be present, if they so desire.

e) Opening of Part I and Part II (Financial Bid)

The financial bid may be opened along with the technical bid on the date scheduled for opening of technical bid.

f) Scrutiny of Part II (Financial Bid)

The Part II shall be evaluated as per the procedure indicated in special condition of contract. Accordingly, Lowest tenderer (L1) shall be declared.

g) Bank has Right to vary quantities at the time of placing order / signing of Contract / during execution of the work.

(I) Bank's right to accept any Bid and to reject any or all Bids

(a) Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected tenderer or tenderers. The Bank shall not assign any reason for rejection of any or all Bids.

(b) RBI reserves the right to cancel / annul the selection process, at any stage prior to the award of the Contract on account of the following:

i. In case no Bid is received.

ii. Occurrence of any event due to which it is not possible to proceed with the selection

process.

iii. An evidence of a possible collaboration / mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.

iv. On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.

v. The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (i) to (iv) above.

vi. The Bank discourages the stipulation of any additional conditions by the tenderer.

(m) The Contractor shall not assign the Contract or any part thereof. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the bank may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor.

(n) The Contractor shall carry out all the work strictly in accordance with schedule of quantities, details and instructions given by Bank's Engineer. If in the opinion of the Bank's Engineer, changes have to be made in the design and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same. The contractor shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.

(o) A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omissions, deductions or addition at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

(p) The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose for making a tender and for entering into a contract and must examine the specifications and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.

(q) The rates quoted in the tender shall include all charges for double scaffolding (if required), centering hire for any tool and plants, shade for materials, marking out and clearing of site, watering, as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates GST, sales tax, excise duty, VAT, octroi, sales tax on works contract and any other tax and duty or

other levy levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST, sales tax, excise duty, octroi or other tax, duty or levy whether existing or future, shall be entertained by the Employer.

The work shall be carried out in such a manner that there shall be minimum disruption to Bank premises and its working. A programme shall be drawn in consultation with the Banks Engineer for this purpose.

(r) The Contractor should note that unless otherwise stated the e-tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account. The contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the schedule of quantities during the course of the work and shall only carry out the same on written approval from the Bank's Engineer.

(s) Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within the specified period, he shall be liable to pay Liquidated damages as defined in Clause 27 (Section III) of the conditions of contract. The tenderer shall before commencing work, prepare a detailed work programme which shall be approved by the Employer.

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

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

(v) The successful tenderer must cooperate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

(w) The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.

(x) The successful tenderer should make with his own arrangements to obtain all materials required for the work.

(y) The Contractor shall strictly comply with the provision of safety code annexed hereto. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

(z) Income Tax, service tax, Trade taxes, GST or other tax shall be deducted as applicable from time to time.

(aa) The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers employed for the job is twenty or more, it is the sole responsibility of the contractor to obtain the license from the Regional Labour Commissioner, maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.

(bb) The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws. It is obligatory for the agency or contractor to obtain various registrations / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This has to be strictly carried out by agency or contractor. The agency or contractor shall ensure payments of Employees' State Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract labours employed by him/her/ them and submit documentary evidence (i.e. payment receipt obtained from Employees' Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment) in respect of the same to the Bank, failing which the Bank shall deposit the same directly and adjust/deduct the amount from the dues payable to the agency or contractor along with levying penalty as per the terms and conditions of the contract. No extra payment over & above quoted rates shall be made to the agency or contractor on this account. The agency or contractor shall be responsible to comply with all statutory provisions including for the purpose of ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non-compliance of labour laws including that of EPF and ESI."

(cc) The work not executed as per the tender specifications or up-to the satisfaction of the Bank, the same will not be considered as work completed and no claims will be entertained for payment until the same is corrected/rectified within the specified time duration at the contractor's cost.

(dd) The contractor shall get all the material approved by the Bank before using the same at site or placing order. Work executed by using non-approved materials will not be considered for payment and the contractor shall re-execute the work with approved makes and no compensation shall be granted for the same.

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

Signature of tenderer	
Address	
Place:	

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Section III- The Conditions Hereinbefore Referred To

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

a) "Employer"	Shall mean the Reserve Bank of India and shall include its
	assignee and successors.
b) In the case of	"Contractor shall mean a company incorporated
company	under 19_ and having its registered office at
	and shall include its successors and assigns.
c) "Site"	Shall mean the site of the contract works including any building
	and erection thereon and any other land (inclusively) as
	aforesaid allotted by the Employer for the Contractor's use.
d) "This Contract"	Shall mean the Article of Agreement, the special conditions,
	the conditions, the Appendix, the schedule of quantities and
	specifications attached hereto and duly signed.
e) "Notice in writing"	Shall mean a notice in written, typed or printed or written
	notice" characters sent (unless delivered personally otherwise
	proved to have been received) by registered post to the last
	known private or business address or registered office of the
	addressee and shall be deemed to have been received when
	in the ordinary course of post it would have been delivered.
f) "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency
	Town Insolvency Act, or the provincial insolvency Act or any
	Act amending such original Act.
g) "Net Prices"	If in arriving at the contract amount the Contractor shall have
	added to or deducted from the total of items in the e-tender any
	sum, either as a percentage or otherwise, then net price of any
	item in their tender shall be the sum arrived at by adding to or
	deducting from the actual figures appearing in the e-tender as
	the price of that the item a similar percentage or proportionate
	sum provided always that in determining the percentage or
	proportion of the sum so added or deducted by the Contractor
	the total amount of the any Prime Cost items and provisional
	sums of money shall be deducted from the total amount of the
	e-tender. The expression "net rates" or "net prices" when used
	with reference to the contract or account shall be held to mean
	rates or prices so arrived at.
h) "The works"	Shall mean Floor repair and tiling work at Frontyards of the
	Bank's Residential Accommodations at Sector-30A & 44B
	Colonies, Chandigarh

2. <u>Scope of Contract</u>: The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank. The Bank's Engineer may in his absolute discretion and from time to time

issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.

b) Any discrepancy in the drawing or between the Schedule of Quantities and/or Drawing and/or specifications.

c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material thereof.

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. The opening up for inspections of any work covered up.

f) The amending and making good of any defects under clause 19 hereof.

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

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

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

4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred 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 the same to the Bank's Engineer, who shall decide which is to be followed. The contractor is advised to take the measurement of executed quantities at site and report to Bank's Engineer.

5. <u>Authorities, notices and patents</u>: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making

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any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions be shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 13 hereof. The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable-in respect of the works and lodge the receipts with the Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, licence fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

6. <u>Setting out of work</u>: 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 position levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

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

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

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

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

11. <u>Assistant Manager (Tech.) / Manager (Tech.)</u>: The term "Assistant Manager (Tech) shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (Tech.)/ Manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech.)/ Manager (Tech.) or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.)/ Manager (Tech.)/ Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

12. <u>Assignment and Subletting</u>: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and such undertaking shall not relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

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 addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extra alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

14. <u>Schedule of Quantities</u>: 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.

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

16. <u>Measurement of works</u>: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith

attend or send a qualified agent to assist Bank's Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

17. <u>Prices for extra</u>: The Contractor may, when authorised and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorisation 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 with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorised and shall be made in accordance with the following provisions.

a) (i) The net rates or prices in the original e-tender shall determine the valuation of the extra work where such extra work in similar character and executed under condition 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 e-tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.

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

d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the e-tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed

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within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 22 hereof.

18. Price adjustment for basic rate of material:

Price adjustment will be made only on the actual quantity measured. The price adjustment will be made for the difference between the basic rate and the actual market / material purchase rate and 15% profit thereon in the rate quoted for respective item in the e-tender. Basic rate indicates cost of material at site excluding GST, transportation charges, sales tax, excise/custom duty, VAT, SAT, Octroi or any other tax and duty or other levy charged by the Central Government or State Government or local authority as applicable.

Adjustment in rates in case of difference in Basic price of material

If there is difference in Basic price of material, the quoted rates for item item including fixing / installation / laying etc of that items, will be adjusted as below-For each Rs. 1.00 (One rupee) variation in basic rates of per unit of that material, there will be Rs. 1.357 (Multiplying factor) for adjustment in the rates.

<u>Revised rates =</u>

Rates quoted in the tender + (Actual basic rate of approved material – basic rates mentioned in the tender) X CPOH @ 15% X GST @ 18%

Note:

CPOH @ 15% is the 15% of the difference in basic prices of material

Section <u>GST @ 18% is the 18% of the the difference in basic prices of material</u>

Necessary documents for verification of the rates need to be supplied before commencement of work at site.

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

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

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

21. <u>Defects after virtual completion</u>: Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the

contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause and clause 2 hereof. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.

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

23. Nominated Sub-Contractor: All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors. No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Bank's Engineer and the Contractor shall otherwise agree) who will not enter into contract providing. That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract. That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force. Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor. Other persons employed by Employer: The Employer reserves the right to use 24. premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall

allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

25. <u>Insurance in respect of damage to person and property</u>:

- i. The CONTRACTOR shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the CONTRACTOR or any SUB- CONTRACTOR or any nominated SUB -CONTRACTOR or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The CONTRACTOR shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The CONTRACTOR shall indemnify and keep indemnified the 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 Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the BANK and the CONTRACTOR (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for CONTRACTORs and deposit such policy or policies with the BANK before commencing the works.
- ii. 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.
- iii. 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 may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the 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 risks and deposit such policy or policies before commencement of the works.
- iv. The minimum limit of the coverage under the policy shall be Rs. 2.00 Lakh per person for any one accident or occurrence and Rs. 5.00 Lakh in respect of damage to property for any one accident or occurrence. The CONTRACTOR shall also indemnify the BANK against all claims which may be made upon the BANK, whether under the Workmen Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the CONTRACTOR or SUB -CONTRACTOR and shall be at his own expense, effect and maintain until the Virtual Completion of the Contract 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.

- v.In default of the CONTRACTOR insuring as provided above, the BANK may so insure and may deduct the premiums paid from any money due or which may become due to the CONTRACTOR.
- vi. 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.
- vii.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 award of damage or compensation arising there from.
- viii.Without prejudice to the other rights of the BANK against CONTRACTORs 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 by the CONTRACTOR under this clause.
- ix. The CONTRACTOR shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the CONTRACTOR and the CONTRACTOR shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
- x. The CONTRACTOR, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the BANK 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.
- xi.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 said insurance policies are submitted. In the event of failure, of the SUB -CONTRACTOR to take out such policy or policies of insurance before commencing the works at the site, the CONTRACTOR shall be responsible for any claim or damage attributable to the said SUB-CONTRACTOR.

<u>These policies shall be valid till the completion of the work and shall be submitted prior to obtaining any permission to work at site.</u>

The vendor(s) need to extend the period of validity of all type of insurance up to extended time in case any extension of time for completion of work is granted by the Bank. Bank will not pay any charges for extending the validity of all type of insurance for such extended period.

26. <u>Date of commencement and completion</u>: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin

the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

27. <u>Liquidated Damages</u>: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time, under this clause, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any moneys due to the Contractor. The recovery of Liquidated Damages shall be quantum of liquidated damages per week (or part thereof) shall be 0.25% of the cost of work executed and subject to a maximum 10% of the contract value.

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

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

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

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor or shall suffer any payment under this contract to be attached by or on behalf of any of the

creditors of the Contractors. Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

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

2) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

3) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or

4) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

31. <u>Termination of Contract by Contractor</u>: If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any court of the Law, then and in any of the said cases the

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Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

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

Certificates and Payments: The Contractor shall be paid by the Employer from 32. time to time by instalments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the instalments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as " instalment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 2 and 21 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

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

Full and final bills shall be made as under detailed item-wise measurement will be taken and payment shall be made based on completion of specific item of work basis on the quoted rate. All payment shall be subject to recovery of security deposit, income tax and work contract tax (Trade Tax), GST, etc.

33. <u>**Delayed Payment</u>**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' shall carry interest at the rate of interest of Provident Fund for delay in payments beyond the period of honouring certificates of payment as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.</u>

34. 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 & 29 hereof (which matters are herein referred to as the expected matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

35. Settlement of disputes by Arbitration: All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the expected matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied on a matter, question of dispute of any kind except any of the excepted matters then and in any such case either party (the Employer or the Contractor any such case either party (the Employer or the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring the matters in dispute be arbitrated upon such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no order shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden or reference appoint an Umpire.

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

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

Upon every of any such reference, the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be who may determine the amount thereof or direct the same to be taxed as between attorney and client or as between 1st party and 2nd party and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act (latest amendment) or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding parties. It is agreed that the contractor shall not delay the carrying out of the works by reasons of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the decision of the Bank and no Award of the Arbitrator or Arbitrators, as the case may

be shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the Contract.

36. Right of technical scrutiny of final bill

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

37. Employer entitled to cover compensation paid to workmen

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

38. <u>Abandonment of works</u>

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

39. <u>Return of surplus materials</u>

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

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

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

41. <u>EPF and ESI:</u> The contractor shall ensure that he is registered with EPFO and should abide with the rules and regulations issued by EPFO and ESI.

42. A bidder is liable for debarment / disqualification from bidding on the following grounds:

42.1 If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

• making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

• any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

• Any collusion, bid rigging or any competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

• improper use of information provided by the procuring entity to the bidders with an intent to gain unfair advantage in the procurement process or for personal gain.

• any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

• any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

• obstruction of any investigation or auditing of a procurement process.

• making false declaration or providing false information for participation in a tender process or to secure a contract.

• Failed to disclose conflict of interest.

• Failed to disclose any previous transgressions made with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

42.2 For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of substandard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender, etc.

42.3 If the bidders has been convicted of an offence- (a) under the Prevention of Corruption Act, 1988: or (b) the India Penal Code or any other law for the time being in force, for causing nay loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Place:	Signature of the tenderer
Date:	Address:

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Section IV- SPECIAL CONDITIONS OF THE CONTRACT

- 1. Quantity of the material to be procured is responsibility of the vendor. Bank is not responsible for excess/shortage for quantity of material procured and same will not be considered for the cause of delay.
- 2. Vendor need to submit/execute sample of work for each item of work for approval regarding the basic price, specifications, shade/colour/pattern of each of the item before procurement and execution of work.
- 3. All the material should be of approved make and specifications.
- 4. Dismantling work should be planned in consultation with the Bank's engineer
- 5. Removal of debris/cleaning of the work area and its adjacent area should be done on daily basis. On intimation (verbal or written) by the Bank to remove the debris, it should be get removed immediately and in case of failure, penalty of Rs. 500/- (including GST) per instance will be levied on.
- 6. Vendor(s) need to get their work checked by the Bank's designated official at each stage of work.
- 7. Quality of work should be best in class. In case of improper work, contractor need to get it rectified at their risk and cost.
- 8. Safety of workmen, should be insured by providing proper and required PPE's to them.
- 9. Vendor(s) need to ensure the implementation of Covid-19 guidelines issued by Government time to time.
- 10. The tenderer is strictly advised to inspect the proposed site of work to understand the scope of work. The rates shall be quoted considering the site conditions/Undulations of the work area, distance between designated storage area and working site, condition of existing surface/substrate and other factors. Any claim regarding the variation of the quantity of item / sub item of the work due to non-consideration of the above factors will not be entertained and will be rejected.
- 11. Proper care should be taken during the demolition and disposal of debris.
- 12. Area under consideration for work will be handed over to the successful bidder only for said work. Contractor should get the approval of the brand and specification of material before start of work. Contractor is advised to isolate the area of work from the remaining area by suitable barricading and partitioning before start of work. Extreme care should be taken to see that the existing structures/fittings/finishes in nearby area or within the Bank premises are not damaged/ defaced due to the work. Any damages caused during the execution of the work shall be made good at the cost and responsibility of the contractor.
- 13. The work should be carried out with the co-ordination with Bank's Engineer/care taker before start of work. Vendor need to inform the care taker to ensure that all the goods kept in the nearby area have been removed.
- 14. All the electrical fittings and fixtures are to be covered. Any damages to the fixtures and fittings will be recovered from the bill of the contractor.
- 15. The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible disturbance / delay
- 16. Contractors shall acquaint themselves of the security procedures of Reserve Bank of India, Chandigarh. They shall make necessary arrangements to obtain prior

permissions and passes. Any delays in work on account of delay in obtaining such passes required for working shall be accounted as delay on Contractor's part.

- 17. Successful bidder has to carry out the work on at least three working front (engaging three team simultaneously) to complet the work within given time frame.
- 18. Work shall be executed using makes / brands of materials / chemicals stipulated/Specifications in the tender. Wherever contractors propose to use equivalent make, the same shall be done with prior approval of Banks Engineer in writing. In such cases the contractor shall submit necessary documents / test reports and carry out necessary tests as required by the Bank's Engineer to prove that the proposed materials conform to the technical parameters stipulated in the tender. 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
- 19. The contractor shall submit a properly planned & prepared work program to the Employer before commencement of the work so as to enable the Employer to intimate other agencies in advance for smooth working, progress and coordination and the time schedule in the work program should be strictly adhered to,
- 20. It is the Contractor's responsibility to ensure that the materials delivered on site within the specified timelines and the delivered material is safeguarded from the time of it's purchase until work is handed over in a finished form. It is recommended to store the materials in a pre-decided. location in such environment which is recommended by manufacturer
- 21. All the materials shall be installed by a thoroughly experienced workmen and the type of installation shall be as per manufacturer's specifications.
- 22. Any damages caused to any of the furniture/fitting/wall finish or any other Bank's property during the execution (dismantling / demolition / fixing / installation / laying etc) shall be made good by the Contractor matching to the aesthetics of the board room at no additional charge.
 - 23. The water required for the work or workmen can be availed from the available source free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position. The electric power required for the work can be drawn from the supply available at site at free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
 - 24. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
 - 25. Even though in finishing items, the number of coats of paint / polish are mentioned, the contractor shall note that the entire surface be finished in top class while handing over, including if necessary, additional coat of painting/polishing etc. without any extra cost.
 - 26. The intending tenderer can obtain any clarifications regarding the e-tender drawings, specifications etc. if any from the office of the Regional Director, Reserve Bank of India Estate Department, Chandigarh on any Bank's working day.
 - 27. The contractor will have to take permission from Bank for taking material for the work to the working area using the lift. **Bank may or may not consider this request.** The debris / dust or any wastage generated out of the above work shall

be cleaned as frequently as required and as instructed by the Bank's Engineer and make the entire office area clear before the commencement of office working hours.

- 28. The tenderer may please note that the work has to be carried out in the working office hours. The rates quoted for each item shall be quoted accordingly.
- 29. Provisions for cabling for computer, telephone power etc. shall be made within the partition. However, the wires, switches, light fixtures etc. will be organized by the Bank through separate agency. The required cut outs etc. shall be made in the partition by the tenderer to enable the Bank to fix the switches etc. without any extra charge.
 - 30. Wherever the basic rate for the material is specified, the contractor should furnish to the Bank for verification of the entire paid bill. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. 15% profit shall be considered on the cost difference. The basic prices are ex-godown and are exclusive of GST, excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.
- 31. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, are appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
- 32. Bank will require the contractor to produce, samples of all the materials, accessories / finishes prior to procurement / manufacture. Failure to comply with these instructions can result in rejection of the work.
- 33. Samples of the materials for the work shall be got approved by the Bank's Engineer.
- 34. Any inconsistent deviation is found while on execution between the specification and drawings it is to be expressively noted that the specification prevails well and supersede the drawings.
- 35. The tenderer should note the e-tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. Being e-tender for interior works which calls for workmanship and finish including use of good quality materials of high standard, it is expected that the tenderer should understand the intent of the e-tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards in keeping with the function for which the it is intended. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor. The contractor's claim for not providing in his e-tender for such materials, workmanship and finish cannot be entertained.
- 36. The successful contractor shall make sure that they protect their materials and hand them over in good shape to the Bank satisfactorily. At the time of handing over any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.
- 37. The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc. to support the frames, partitions, make the surface good after grouting etc.

- 38. Neat housekeeping at all times is the responsibility of the successful tenderer, who shall also ensure that the removal of debris, waste materials etc. from the site at their own cost and the same shall be organized at regular basis.
- 39. <u>The successful contractor shall also be responsible for the safety and</u> <u>security of all their materials and also for ensuring fire prevention steps at all</u> <u>times in the working premises including their part of the work.</u>
- 40. The work has to be carried out in phases (if required as per the site conditions) without disturbing the working in the office. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed before/after office hours and on Sundays / holidays so as to have least disturbance to the working of office.
- 41. The contractors also have to subject themselves to the security procedures laid and amended by the Bank time to time.

42. Payment Condition:

- (a) Minimum value of interim bill shall be 10.00 lakh and will be paid within 30 working days from the date of submission of all the required documents (Computerised spiral bound measurement book, tax invoice, guarantee/warranty of item of work, supplier's bill (if required) etc.
- (b) final Bill will be paid after satisfactorily completion of work, within three months and within 45 days (for the firms having valid registration under MSME) from the date of submission of all the required documents (Computerised spiral bound measurement book, tax invoice, guarantee/warranty of item of work, supplier's bill (if required) etc.
- (c) Security deposit of 5% of bill amount (including GST, interest free) will be deducted from the bill (indicated in the b) and same will be returned after completion of one year of defect liability period (DLP). All defect will be rectified free of cost during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit.
- (d) The Employer shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.

Signature of the tenderer Place:

Date:

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliance including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

2. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.

3. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labour shall be engaged for holding the ladder.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.

5. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.

6. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete shall be provided with protective footwear and rubber hand-gloves.

7. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.

8. No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.

9. Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.

10. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.

The ropes used in hoisting or lowering material, or a means of suspension shall be of durable quality and adequate strength and free from defects.

Place: Name & Address Signature of Contractor with Seal Date:

FIRE SAFETY CODE

- a) Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- b) Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- c) Electrical power cables/wires used shall not have any joints and shall be properly rated.
- d) All electrical appliances, i.e., welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- e) Two buckets of water and sand shall be kept in an easily accessible area on the site.
- f) Fire extinguishers recommended shall be kept on the site. Used paint drums shall be stored in specified store only after closing them properly.
- g) Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- h) The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- i) None of the passages near lift lobby and staircases lobby shall be used for stacking / dumping any kind of materials/waste.
- j) None of the fire extinguishers shall be removed/shifted from its designated location.
- k) Power supply shall be switched off from the mains when equipment is not in use.
- I) Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature of the tenderer:

Date:

Address:

Section V- Technical Specifications of work

1. Excavation work:

- i. The excavation shall be done manually or by mechanical means as directed by Bank's Engineer considering feasibility, urgency of work, availability of labour /mechanical equipment and other factors involved. Contractor shall ensure every safety measures for the workers. Neither any deduction will be made, nor any extra payment will be made on this account.
- ii. While carrying out the excavation, care shall be taken to cut the side and bottom to the required shape, slope and gradient. The surface shall then be properly dressed. If the excavation is done to a depth greater than that shown on the drawing or as required by the Bank's Engineer, the excess depth shall be made good by the contractor at his own cost with stiff clay puddle.
- **iii.** In case the excavation is done wider than that shown on the drawings or as required by the Bank's Engineer, additional filling wherever required on the account shall be done by the contractor at his own cost.

2. DISMANTLING AND DEMOLITION WORKS

2.1 LIST applicable INDIAN STANDARDS CODES

- i) IS 1200 (Pt XVIII)- Method of Measurements of Building and Civil Engineering Works (Part –XVIII) Demolition and Dismantling
- (ii) IS 4130 Demolition of Buildings–Code of Safety

2.2 TERMINOLOGY

i) **Dismantling**: The term 'Dismantling' implies carefully separating the parts without damage and removing. This may consist of dismantling one or more parts of the building as specified or shown on the drawings.

ii) **Demolition**: The term 'Demolition' implies breaking up. This shall consist of demolishing whole or part of work including all relevant items as specified or shown on the drawings.

2.3 GENERAL:

i) All materials obtained from dismantling or demolition shall be the property of the EMPLOYER unless otherwise specified and shall be kept in safe custody until they are handed over to the Bank's Engineer.

ii) The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be got approved from the Bank's Engineer before starting the work.

iii) Due care shall be taken to maintain the safety measures prescribed in IS 4130.

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iv) Necessary propping, shoring and or under pinning shall be provided to ensure the safety of the adjoining work or property before dismantling and demolishing is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining work or property. Wherever specified, temporary enclosures or partitions and necessary scaffolding with suitable double scaffolding and proper cloth covering shall also be provided, as directed by the Bank's Engineer.

v) Necessary precautions shall be taken to keep noise and dust nuisance to the minimum. All work needs to be done under the direction of Bank's Engineer. Helmets, goggle, safety belts etc. should be used whenever required and as directed by the Bank's Engineer.

vi) The demolition work shall be proceeded with in such a way that it causes the least damage and nuisance to the adjoining building and the public.

vii) Dismantling shall be done in a systematic manner.

viii) Any serviceable material, obtained during dismantling or demolition, shall be separated out and stacked properly as directed by the Bank's Engineer within a lead of site boundary. All unserviceable materials, rubbish etc. shall be disposed of

out of premises as directed by the Bank's Engineer at place permitted by municipal authority.

ix) The contractor shall maintain/disconnect existing services, whether temporary or permanent, where required by the Bank's Engineer.

x) No demolition work should be carried out at night.

xi) Screens shall be placed where necessary to prevent injuries due to falling pieces.

xii) Water may be used to reduce dust while demolishing.

xiii) Safety belts shall be used by labourers while working at higher level to prevent falling from the structure.

xiv) First-aid equipment shall be got available at all demolition works of any magnitude.

2.4 MEASUREMENTS

(i) All work shall be measured net in the decimal system, as fixed in its place, subject to the following limits, unless otherwise stated hereinafter.

a) Dimensions shall be measured correct to a cm.

b) Areas shall be worked out in sqm correct to two places of decimal.

c) Cubical contents shall be worked out to the nearest 0.01 cum.

(ii) Elements of work required to be dismantled/demolished shall only be measured and no allowance for increase in bulk. Excavation for exposing foundations/RCC elements will not be measured and paid under this item as already included in the excavation items.

2.5 **RATES**

"The rate shall include the cost of all labour involved and tools, equipment used in demolishing and dismantling including shoring/strutting/ scaffolding, dewatering etc. The rate shall also include the charges for separating out and stacking the serviceable material properly and shall be disposed off out of premises as directed by the Bank's Engineer at place permitted by municipal authority. "The rate shall also include for temporary shoring for the safety of portions not required to be pulled down, or of adjoining property, and providing temporary enclosures or partitions, where considered necessary."

3. Cement plaster 1:3 (1 cement: 3 sand)

- i. The joints shall be raked out properly. Dust and loose mortar shall be brushed out. Efflorescence if any shall be removed by brushing and scrapping. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering is commenced.
- **ii.** The mortar shall be applied in a uniform surface slightly more than the specified thickness. This shall be brought to a true surface, by working a wooden straight edge reaching across the gauges, with small upward and side ways movements at a time. Finally the surface shall be finished off true with trowel or wooden float according as a smooth or a sandy granular texture is required. Excessive troweling or over working the float shall be avoided.
- **iii.** All corners, arrises, angles and junctions shall be truly vertical or horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, arrises, provision of grooves at junctions etc. where required shall be done without any extra payment. Such rounding, chamfering or grooving shall be carried out with proper templates or battens to the sizes required.
- iv. When suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally and vertically. When recommencing the plastering, the edge of the old work shall be scrapped cleaned and wetted with cement slurry before plaster is applied to the adjacent areas, to enable the two to properly join together. Plastering work shall be closed at the end of the day on the body of wall and not nearer than 15 cm to any corners or arrises. No portion of the surface shall be left out initially to be patched up later on. The plastering and finishing shall be completed within half an hour of adding water to the dry mortar.
- **v.** Where the thickness required as per description of the item is 15 mm the average thickness of the plaster shall not be less than 15 mm whether the wall treated is of brick or stone.
- vi. Curing shall be started as soon as the plaster has hardened sufficiently not to be damaged when watered. The plaster shall be kept wet for a period of at least 7 days. During this period, it shall be suitably protected from all damages at the contractor's expense by such means as the Bank's Engineer may approve. The

dates on which the plastering is done shall be legibly marked on the various sections plastered so that curing for the specified period thereafter can be watched.

- vii. The plaster shall be finished to a true and plumb surface and to the proper degree of smoothness as required.
- **viii.** Any cracks which appear in the surface and all portions which sound hollow when tapped, or are found to be soft or otherwise defective, shall be cut out in rectangular shape and redone as directed by the Bank's Engineer.
- **ix.** When the plaster has been brought to a true surface with the wooden straight edge it shall be uniformly treated over its entire area with a paste of neat cement and rubbed smooth, so that the whole surface is covered with neat cement coating. The quantity of cement applied for floating coat shall be 1 kg per sqm. Smooth finishing shall be completed with trowel immediately and in no case later than half an hour of adding water to the plaster mix.

4. Surface dressing

i. Surface dressing shall include cutting and filling upto a depth of 15 cm and clearing of shrubs, rank vegetation, grass, brushwood, trees and saplings of girth upto 30 cm measured at a height of one metre above the ground level and removal of rubbish and other excavated material upto a distance of 50 metres outside the periphery of the area under surface dressing. High portions of the ground shall be cut down and hollows depression filled upto the required level with the excavated earth so as to give an even, neat and tidy look.

5. Disposal of debris:

Disposal of debris shall be disposed off at the authorized municipal dumping yard or specified location as decided by the Bank's Engineer. Bidder should examine the distance of dumping yard from the working site, mode of disposal, frequency of disposal before quoting the rates.

6. Concreting work

- i. Proportioning shall be done by volume. Boxes of suitable size shall be used for measuring sand and aggregate. The internal dimensions of the boxes shall be generally 35x25x40 cm. deep or as otherwise approved by the Engineer -in-charge. The unit of measurement of cement shall be a bag of 50 kg. and this shall be taken as 0.035 cum. While measuring the aggregate, shaking, ramming or heaping shall not be done. The proportioning of sand shall be on the basis of its dry volume and in case of damp sand, allowances for bulkage shall be made.
- ii. The concrete mix proportion chosen should be such that the concrete is of adequate workability for the placing conditions of the concrete and can properly be compacted with the means available.
- iii. Concrete shall be mixed in mechanical batch type concrete mixers conforming to IS 1791 having two blades. Half bag mixers shall not be used for mixing concrete. In exceptional circumstances, such as mechanical break down of mixer, work in

remote areas or power breakdown and when the quantity of concrete work is very small, hand mixing may be done with the specific prior permission of the Bank's Engineer in writing subject to adding 10% extra cement. When hand mixing is permitted, it shall be carried out on a water tight platform and care shall be taken to ensure that mixing is continued until the concrete is uniform in colour and consistency. Before mixing the surface shall be well soaked with water and stone aggregate or gravel shall be washed with water to remove, dirt, dust and other foreign materials.

- iv. Machine mixing: The mixer drum shall be flushed clean with water. Measured quantity of coarse aggregate shall be placed first in the hopper. This shall be followed with measured quantity of fine aggregate and then cement. In case fine aggregate is damp, half the required quantity of coarse aggregate shall be placed in the hopper, followed by fine aggregate and cement. Finally the balance quantity of coarse aggregate shall be fed in the hopper, & then the dry materials are slipped into the drum by raising the hopper. The dry material shall be mixed for atleast four turns of the drum. While the drum is rotating, water shall be added gradually to achieve the water cement ratio as specified or as required by the Engineer- in-Charge. After adding water, the mixing shall be continued until concrete of uniform colour, uniformly distributed material and consistency is obtained. Mixing shall be done for atleast two minutes after adding water. If there is segregation after unloading from the mixer, the concrete should be remixed. The drum shall be emptied before recharging. When the mixer is closed down for the day or at any time exceeding 20 minutes, the drum shall be flushed cleaned with water.
- v. Hand Mixing: When hand mixing has been specifically permitted in exceptional circumstances by the Bank's Engineer in writing, subject to adding 10% extra cement, it shall be carried out on a smooth, clean and water tight platform of suitable size. Measured quantity of sand shall be spread evenly on the platform and the cement shall be dumped on the sand and distributed evenly. Sand and cement shall be mixed intimately with spade until mixture is of even colour throughout. Measured quantity of coarse aggregate shall be spread on top of cement sand mixture and mixing done by showlling and turning till the coarse aggregate gets evenly distributed the cement sand mixture. Three quarters of the total quantity of water required shall be added in a hollow made in the middle of the mixed pile and the material is turned towards the middle of pile with spade. The whole mixture is turned slowly over and again and the remaining quantity of water is added gradually. The mixing shall be continued until concrete of uniform colour and consistency is obtained. The mixing platform shall be washed and cleaned at the end of the day.
- vi. Transportation and Handling: Concrete shall be transported from the mixer to the place of laying as rapidly as possible by methods which will prevent the segregation or loss of any of the ingredients and maintaining the required workability. During hot or cold weather, concrete shall be transported in deep containers, other suitable methods to reduce the loss of water by evaporation in hot weather and heat loss in cold weather may also be adopted.

- vii. Placing: The concrete shall be deposited as nearly as practicable in its final position to avoid rehandling. It shall be laid gently (not thrown) and shall be thoroughly vibrated and compacted before setting commences and should not be subsequently disturbed. Method of placing shall be such as to preclude segregation. Care shall be taken to avoid displacement of reinforcement or movement of form work and damage due to rains. As a general guidance, the maximum free fall of concrete may be taken as 1.5 metre.
- viii. Compaction shall be done by mechanical vibrator of appropriate type till a dense concrete is obtained. The mechanical vibrators shall conform to IS 2505, IS 2506, IS 2514 and IS 4656. To prevent segregation, over vibration shall be avoided. Compaction shall be completed before the initial setting starts. For the items where mechanical vibrators are not to be used, the contractor shall take permission of the Engineer-in- Charge in writing before the start of the work. After compaction the top surface shall be finished even and smooth with wooden trowel before the concrete begins to set.
 - ix. When the work has to be resumed on a surface which has hardened, such surface shall be roughened. It shall then be swept clean and thoroughly wetted. For vertical joints, neat cement slurry, of workable consistency by using 2 kgs of cement per sqm shall be applied on the surface before it is dry. For horizontal joints, the surface shall be covered with a layer of mortar about 10-15 mm thick composed of cement and sand in the same ratio as the cement and sand in concrete mix. This layer of cement slurry of mortar shall be freshly mixed and applied immediately before placing of the concrete.
 - x. Where the concrete has not fully hardened, all laitance shall be removed by scrubbing the wet surface with wire or bristle brushes, care being taken to avoid dislodgement of particles of coarse aggregate. The surface shall be thoroughly wetted and all free water removed. The surface shall then be coated with neat cement slurry @ 2 kgs of cement per sqm. On this surface, a layer of concrete not exceeding 150 mm in thickness shall first be placed and shall be well rammed against old work particular attention being paid to corners and close spots; work, thereafter, shall proceed in the normal way.
- xi. Exposed surfaces of concrete shall be kept continuously in a damp or wet condition by ponding or by covering with a layer of sacking, canvas, Hessian or similar materials and kept constantly wet for at least 7 days from the date of placing concrete.
- xii. Freshly laid concrete shall be protected from rain by suitable covering.
- xiii. Over the foundation concrete, the masonry work may be started after 48 hours of its compaction but the curing of exposed surfaces of cement concrete shall be continued along with the masonry work for at least 7 days.

7. Tiling work

- i. The tiles shall be of approved make and shall generally conform to IS 15622. They shall be flat, and true to shape and free from blisters crazing, chips, welts, crawling or other imperfections detracting from their appearance. The tiles shall be tested as per IS 13630.
- **ii.** The tiles shall be square or rectangular of nominal size. Thickness shall be specified by the manufacturer. It includes the profiles on the visible face and on the rear side. Manufacturer/supplier and party shall choose the work size of tiles in order to allow a nominal joint width upto 2mm for unrectified floor tiles and upto 1mm for rectified floor tiles.
- iii. The top surface of the tiles shall be glazed. Glaze shall be either glossy or matt as specified. The underside of the tiles shall not have glaze on more than 5% of the area in order that the tile may adhere properly to the base. The edges of the tiles shall be preferably free from glaze. However, any glaze if unavoidable, shall be permissible on only upto 50 per cent of the surface area of the edges.
- iv. Base concrete or the RCC slab on which the tiles are to be laid shall be made rough, cleaned, wetted and mopped. The bedding for the tile shall be with cement mortar 1:4 (1 cement : 4 sand) or as specified. The average thickness of the bedding shall be 20 mm or as specified while the thickness under any portion of the tiles shall not be less than 10 mm.
- **v.** Mortar shall be spread, tamped and corrected to proper levels and allowed to harden sufficiently to offer a fairly rigid cushion for the tiles to be set and to enable the mason to place wooden plank across and squat on it.
- vi. Over this mortar bedding neat grey cement slurry of honey like consistency shall be spread at the rate of 3.3 kg of cement per square metre over an area upto one square metre. Tiles shall be soaked in water washed clean and shall be fixed in this grout one after another, each tile gently being tapped with a wooden mallet till it is properly bedded and in level with the adjoining tiles. The joints shall be kept as thin as possible and in straight lines or to suit the required pattern.
- vii. The surface of the flooring during laying shall be frequently checked with a straight edge about 2 m long, so as to obtain a true surface with the required slope. In bath, toilet W.C. kitchen and balcony/verandah flooring, suitable tile drop or as shown in drawing will be given in addition to required slope to avoid spread of water.
- viii. Where full size tiles cannot be fixed these shall be cut (sawn) to the required size, and their edge rubbed smooth to ensure straight and true joints. Tiles which are fixed in the floor adjoining the wall shall enter not less than 10 mm under the plaster, skirting or dado. After tiles have been laid surplus cement slurry shall be cleaned off.
 - **ix.** The joints shall be cleaned off the grey cement slurry with wire/coir brush or trowel to a depth of 2 mm to 3 mm and all dust and loose mortar removed. Joints shall then be flush pointed with white cement added with pigment if required to match the

colour of tiles. The floor shall then be kept wet for 7 days. After curing, the surface shall be washed and finished clean. The finished floor shall not sound hollow when tapped with a wooden mallet.

8. **Other Items:** Damage to any other item shall be made good as directed by the Bank's Engineer.

Note: In all the above operations the damaged portion shall be cut in regular geometric shape and cleaned before making good the same.

<u>Wastage</u>

The vendor should visit the site and understand the quantum of work, including the wastage material to meet the specifications of the work, labor part for making the desired layout in the windows work and quote his/her rate (inclusive GST) accordingly. Contractors need to plan his work to minimize the wastage. No claim regarding non-consideration of the factors as per site conditions and technical specification will be entertained by the Bank.

MODE OF MEASUREMENT

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

The scope of work covers Floor repair and tiling work at Frontyards of the Bank's **Residential Accommodations at Sector-30A & 44B Colonies, Chandigarh** in accordance with specifications (detailed in **Schedule of Quantities**) prepared to the satisfaction of the Bank's Engineer. The specifications shall form part of the contract and these shall have deemed to be supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.

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

Place: Date: Signature of the tenderer: Address:

Approved Make of Material

Note:

1. Contractor shall submit in writing the make of material. Its technical data sheet and sample of material he proposes to use in the work for approval of the Bank. Bank will scrutinize the material, its specification in light of the tender specification and after approval from the Bank, contractor shall place the order for procurement of the material.

2. All materials to be used in the work shall strictly conform to the detailed technical specifications under each item.

3. If the approved brands mentioned are not available in the market, equivalent material with written approval of the Bank' only shall be used in the work. Wherever the contractor proposes to use equivalent makes (i.e., other than those specified), the same shall be done with prior approval of the Bank's Engineer. In such cases, it is the responsibility of the contractor to prove, to the satisfaction of the Bank's Engineer, with necessary technical data / documents / tests reports that the equivalent materials proposed to be used in the work conform to all the technical specifications / parameters stipulated in the specifications. Any additional expenditure and time on account of this shall be solely on contractor's account and no claims whatsoever shall be entertained by the Employer in this regard.

S	Material	Make				
no						
1	Cement (OPC-43 Grade)	Ultratech, Ambuja, ACC or approved equivalent				
2	Tile Adhesive/ admixtures/	BASF/Fosroc/PIdilite/Ultratech/Sica/Asian or				
	grout/ bonding agent/	approved equivalent				
	waterproofing compound					
3	Tiles (GVT/Full Body/Double	HR Johnson /Somany/ /Kajaria/Nitco or				
	charge/Anti-skid)	approved equivalent				
4	PVC Pipe and fittings	Astral/Ashirwad/Supreme/Prince or approved				
	equivalent					

Signature of contractor Date Place

Section VI- Appendix therein Before Referred

a)	Estimated cost of the work	₹33,28,000/- (Inclusive of GST)
b)	E-Tender documents can be downloaded from	June 27, 2025
c)	Commencement Date	As specified in the work order.
d)	Minimum value Interim Bill	Rs. 10.00 lakh
e)	Validity of the e-tender	90 days from the date of opening of Techno – Commercial bid
f)	All disputes arising shall be subject to the jurisdiction	Chandigarh
g)	Defect liability Period	1 Year from the date of issue of virtual completion certificate.
h)	Period of final measurement	45 days from the date of final commissioning.
i)	Date of commencement	14 th day from the date of award of work or handing over the site of work whichever is later.
j)	Date of completion	90 days from 14 th day from date of work order.
k)	Contact Details for the Estate Department	Address:- RBI Chandigarh, Estate Department, 3 rd floor, Central Vista, Sector-17A, Chandigarg-160017 e-mail:- estatecharo@rbi.org.in
l)	Liquidated Damages	The recovery of Liquidated Damages shall be quantum of liquidated damages per week (or part thereof) shall be 0.25% of the cost of work executed and subject to a maximum 10% of the contract value.
m)	EMD	₹66,560/-
n)	Retention Money (R.M.)	5% of the value of each bill
0)	Performance Bank Guarantee	5% of the contract value (in addition to the retention money) valid for the entire period of currency of contract till the virtual completion of work.
p)	Installment of Security Deposit to be refunded	a) 100% EMD shall be refunded to unsuccessful bidders after issuance of work order to successful bidder;

b) 100% EMD shall be refunded to successful
bidder after submission of Performance Bank
Guarantee.
c) 100% Performance Bank Guarantee shall be
refunded after virtual completion of the work.
d) 100% retention money will be released after
successful expiry of defects liability period.

Date:

Name & Signature of tenderer

Place:

Contact/Mob. No.-

<u>Annexure-I</u>

<u>करारनामा का प्रारूप / Draft Articles of Agreement</u>

(₹100/- स्टाम्प पेपर पर) / (On Rs. 100/- stamp paper) (केवल सफल बोलीकर्ता हेतु) / (Only for successful bidder)

यह करार वर्ष **2025 के माह के वें दिन** एक पक्ष के तौर पर क्षेत्रीय निदेशक, संपदा विभाग, भारतीय रिज़र्व बैंक, चंडीगढ़ (जिसे इसके बाद "बैंक" कहा गया है) और दूसरे पक्ष ______ (जिन्हें इसके बाद "संविदाकर्ता" कहा गया है) के बीच निष्पादित किया गया।

ARTICLES OF AGREEMENT made **the** _____**day of** ______ **2025** between the Regional Director, Estate Department, Reserve Bank of India, Chandigarh (hereafter called "The Bank") of the one part and M/s ______ (thereinafter called "the Contractor") of the other part.

जबकि बैंक "सेक्टर 30A एवं 44B चंडीगढ़ स्थित बैंक की आवासीय कॉलोनी में स्थित फ्लैटों के सामने के ऑंगन में फर्श की मरम्मत एवं टाइल लगाने का कार्य" कराने का इच्छुक है और विनिर्देश तैयार किए हैं जिसमें किए जाने वाले कार्यों का उल्लेख है।

और जबकि उक्त विनिर्देश, मात्राओं की अनुसूची पर उनके द्वारा अथवा पक्षकारों की ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Bank is desirous of getting the work "Floor repair and tiling work at Frontyards of the Bank's Residential Accommodations at Sector-30A & 44B Colonies, Chandigarh" and has caused specifications describing the works to be done.

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

और जबकि बोलीकर्ता इसमें निर्धारित की गई शर्तों और संविदा की विशेष शर्तों और मात्रा अनुसूची में उल्लिखित की गई शर्तों तथा यथा संशोधित एवं अंतिम रूप से दोनों पक्षकारों द्वारा सहमत संविदा की शर्तों (जिन्हें समग्रत: इसके बाद "कथित शर्तें" कहा गया है) में निहित शर्तों के अधीन बैंक की उक्त अपेक्षा और /अथवा कथित विनिर्देश में उल्लिखित कार्य और मात्रा-अनुसूची में शामिल कार्य को निष्पादित करने हेतु सहमत है जिसे वह उक्त में तय की गई राशि के अनुसार अथवा उसके अधीन देय होने वाली राशि के अनुसार निर्धारित दर (जिसे इसके बाद 'कथित संविदा राशि' कहा गया है) पर करेगा।

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

अब इस बात पर निम्न तरह से सहमति है:

	•••	
Ī	1	उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा
		उनके अधीन और उक्त आरेखनों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित
		निर्माण कार्य निष्पादित करेगा और पूरा करेगा।
		In consideration of said Contract Amount to be paid at the times and in the manner set
		forth in the said conditions, the Contractor shall upon and subject to the said Conditions

	average and complete the work shows when the said Drawings and described in the
	execute and complete the work shown upon the said Drawings and described in the
2	said Drawings and described in the said Specifications and the Schedule of Quantities.
2	बैंक ठेकेदार को उक्त शर्तों में निर्दिष्ट अवधियों में तथा उनमे निर्दिष्ट प्रणाली से उक्त ठेके की राशि या ऐसी कोई अन्य राशि, जो देय हो जाए अदा करेगा।
	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	उक्त शर्तों को और उनके परिशिष्ट को इस करार के भाग के साथ पढ़ा जाएगा तथा इस करार से संबन्धित
	पक्ष उक्त शर्तों का क्रपशः पालन करेंगें, अपने-आपको उनके अधीन मानेगें तथा उसमे उल्लिखित शर्तों
	के अधीन अपनी और से करार का निष्पादन करेंगे।
	The said Conditions and Appendix thereto shall be read and construed as forming part
	of this agreement and the parties hereto shall respectively abide by, submit themselves
	to the said Conditions and perform the agreements on their part respectively in the said
	Conditions contained.
4	इसमें उल्लिखित नक्शे, करार और प्रलेख इस संविदा के आधार माने जायेंगे।
	The plans, agreement and documents mentioned herein shall form the basis of this
	Contract.
5	
-	यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा,परंतु यह
	सम्पूर्ण" सेक्टर 30A एवं 44B चंडीगढ़ स्थित बैंक की आवासीय कॉलोनी में स्थित फ्लैटों के सॉमने
	के ऑंगन में फर्श की मरम्मत एवं टाइल लगाने का कार्य " के संबंध में कार्य को पूरा करने की संविदा
	है जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों पर या उक्त शर्तों में निर्दिष्ट दरों
	पर वस्तुतः हिसाब लगायी गयी मात्राओं के अनुसार अदायगी की जाएगी।
	This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a
	Contract to carry out the "Floor repair and tiling work at Frontyards of the Bank's
	Residential Accommodations at Sector-30A & 44B Colonies, Chandigarh" to be
	paid for according to actual measured quantities at the rates contained in the Schedule
	of Rates and Probable quantities or as provided in the said Conditions.
6	अनुबंध में दिये अनुसार ठेकेदार को सिविल संबंधी सभी कार्यों हेतु वाजिब सुविधा वहन करनी होगी एवं
•	ऐसे कार्यों के पूरा होने के बाद दीवारों ,फर्श आदि को हुये नुकसान को ठीक करना होगा।
	The Contractor shall afford every reasonable facility for the carrying out of all works
	relating to civil works and other ancillary works in the manner laid down in the said
	Conditions, and shall make good any damages done to walls, floors etc. after the
	completion of such works.
7	बैंक इस अनुबंध में बिना किसी पूर्वाग्रह के किए जानेवाले कार्य में किसी भी मद को जोड़ने या हटाने एवं
1	ड़ॉइंग और कार्य की प्रकृति को बदलने का अधिकार रखता है।
	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
0	without prejudice to this contract. गामा को दम मंत्रिय का मुबने महत्वार्णी कामक मान जाएगा और मंत्रियकर्ता दमके दाम औपचारिक
8	समय को इस संविदा का सबसे महत्वपूर्ण कारक माना जाएगा और संविदाकर्ता इसके द्वारा औपचारिक
	कार्यादेश जारी होने के 14वें दिन से जैसा कि उक्त शर्तों में प्रावधान है, कार्य प्रारंभ कर देने और पूरा

	विनिर्दिष्ट कार्य 90 दिन के भीतर पूर्ण कर देने पर सहमत है, तथापि यह समय विस्तार के प्रावधान के अधीन होगा।
	Time shall be 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 fourteenth day
	after the date of issue of formal work order as provided for in the said conditions
	whichever is later and to complete the entire work within 90 days subject nevertheless
	to the provisions for extension of time.
9	कार्य, अनुबंध की निर्धारित अवधि के दौरान, सम्यक उद्यम के साथ किया जाएगा और यदि ठेकेदार निर्दिष्ट अवधि के भीतर काम पूरा करने में विफल रहता है, तो वह परिसमापन हर्जाने का भुगतान करने के लिए उत्तरदायी होगा। परिसमापन हर्जाने की वसूली निष्पादित कार्य की राशि का 0.25% प्रति सप्ताह (या उसके भाग) होगी तथा अधिकतम स्वीकृत निविदा राशि का 10% होगी और नियोक्ता ठेकेदार को देय
	किसी भी धन से ऐसे नुकसान की कटौती कर सकता है।
	The work shall, throughout the stipulated period of the contract, be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages. The recovery of Liquidated Damages shall
	be 0.25% of the cost of work executed per week (or part thereof) and subject to a
	maximum 10% of the accepted tender amount and the Employer may deduct such damages from any money due to the Contractor.
10	इस अनुबंध के तहत बैंक द्वारा सभी भुगतान केवल चंडीगढ़ में किए जाएंगे।
	All payments by the Bank under this Contract will be made only at Chandigarh.
11	इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को चंडीगढ़ में उत्पन्न माना जाएगा और इनका निपटान केवल चंडीगढ़ में न्यायालयों के ही अधिकार क्षेत्र मे होगा।
	All disputes arising out of or in any way connected with this agreement shall be deemed
	to have arisen at Chandigarh and only Courts in Chandigarh shall have jurisdiction to
10	determine the same. टग मंत्रिय के विशिह्य अंध्यों को नेकेनग ने पन लिगा नै नभा राने पाएँ फूप से सपान लिगा नै।
12	इस संविदा के विभिन्न अंशों को ठेकेदार ने पढ़ लिया है तथा उन्हे पूर्ण रूप से समझ लिया है। That the several parts of this Contract have been read by the Contractor and fully
	understood by the Contractor.
13	गैर-प्रकटीकरण खंड: ठेकेदार, बैंक के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी तीसरे पक्ष को खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान के पास आ सकता है, और हर समय इस पर विश्वास रखेगा। ठेकेदार सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा के अलावा अनुबंध के विवरण को वैयक्क और गोपनीय मानेगा। ठेकेदार नियोक्ता की पिछली लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या अन्य जगहों पर कार्यों के किसी भी विवरण का खुलासा, प्रकाशित होने की अनुमति नहीं देगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपचारों को आगे
	बढ़ाने का हकदार होगा। ठेकेदार अपने कर्मचारियों के मध्य सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय सूचनाओं का प्रकटीकरण न करने के दायित्व

पूरी तरह से संतुष्ट हों । गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति या इस समझौते के टरमिनेशन के बाद भी बने रहेंगे।

Non-Disclosure clause: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. 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 even after the expiry or termination of this agreement for whatever reason.

14 यौन उत्पीड़न की रोकथाम संबंधी उपबंध / Prevention of Sexual harassment clause ठेकेदार / एजेंसी कार्य स्थल (रोकथाम, निषेध और निवारण) अधिनियम 2013 में महिलाओं के यौन उत्पीड़न के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार / एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा।

The contractor / Agency shall be solely responsible for full compliance with the provision of "the sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employee within the premises of Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issue.

15	संविदाकार निम्न के संबंध में भारतीय रिजर्व बैंक के पक्ष में बीमा करवाएगा/संबन्धित दस्तावेज़ जमा करेगा और उसे लागू रखेगा:
	i) कार्य के निष्पादन से व्यक्ति या संपत्ति को हुये नुकसान से / दौरान होने वाली तीसरी पार्टी के नुकसान / उत्पन्न कोई भी दावा;
	ii) कार्य के निष्पादन के दौरान संविदाकार द्वारा नियोजित श्रमिकों को होने वाली हानि/क्षति से उत्पन्न होने
	वाला कोई भी दावा।
	iii) लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि के गैर-अनुपालन के कारण कोई भी दावा। The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:
	i) Any claim arising out of third-party loss/ damage to life or property caused by/during execution of the work.
	ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
	iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.
16	संविदाकार को कार्य शुरू करने से पहले पहली पार्टी के रूप में भारतीय रिज़र्व बैंक के नाम पर सभी आवश्यक बीमा कवर अर्थात संविदाकार की सम्पूर्ण जोखिम पॉलिसी, श्रमिक क्षतिपूर्ति पॉलिसी, तृतीय पक्ष
	देयता आदि, जो भी लागू हो) लेना होगा।
	The contractor shall take necessary insurance covers (i.e. Contractor All Risk Policy,
	Workmen Compensation Policy, Third Party Liability etc as applicable) with Reserve Bank
17	of India as the first name, at their cost, before commencement of the work. अनुबंध की समाप्ति / Termination of Contract:
	यहाँ ऊपर दी गई बातों पर प्रतिकूल प्रभाव डाले बिना, बैंक अपने एकमात्र और पूर्ण विवेक पर, बिना कोई
	कारण बताए और बिना किसी मुआवजे के भुगतान के इस समझौते को तुरंत समाप्त करने का हकदार होगा, यदि बैंक की राय में (जिसे नहीं बुलाया जाएगा) ठेकेदार द्वारा प्रश्न और ठेकेदार पर बाध्यकारी होगा) :-
	Without prejudice to what is contained hereinabove, the Bank shall at its sole and
	absolute discretion, be entitled to terminate this agreement forthwith without assigning
	any reason and without payment of any compensation, if in the opinion of the bank
	(which shall not be called into question by the contractor and shall be binding on the contractor):-
	(i) संविदाकर्ता बैंक की संतुष्टि के अनुसार इस समझौते को लागू करने में विफल रहता है या मना कर देता है। यदि ठेकेदार निविदा शर्तों के अनुसार फ्लैट/फ्लैट में सेवा देने से बचता रहता है या काम नहीं करता
	है। The contractor fails or refuses to implement this agreement to the Bank's satisfaction. If
	The contractor fails or refuses to implement this agreement to the Bank's satisfaction. If the contractor keeps on avoiding or non-performing the service in flats/flat as per the
	tender conditions.
	and/or ii. यदि संविदाकर्ता का व्यक्ति/कर्मचारी किसी कदाचार में पाया जाता है जैसे कि निवासी के हस्ताक्षर की
	ति संविद्धांकता का व्यक्ति/कर्मचारा किसा कदाचार में पाया जाता है जस कि निवासा के हस्ताक्षर का जालसाजी, ड्यूटी के दौरान शराब पीना।

If contractor's person/workers found in any malpractice such as forgery of resident signature, drinking of alcohol while in duty.
and/or
iii संविदाकर्ता इस अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है।
The contractor commits a breach of any terms and conditions of this agreement.
and/or
iv. संविदाकर्ता को दिवालिया घोषित कर दिया गया है या उसके द्वारा अपने लेनदारों के साथ समझौता किया गया है या यदि संकट या निष्पादन या अन्य प्रक्रिया पर लगाया गया है या ठेकेदार की संपत्ति या संपत्ति के किसी हिस्से का रिसीवर नियुक्त किया गया है।
The contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of contractor.
and/or
v. किसी भी कारण से, संविदाकर्ता इस समझौते के तहत अपने दायित्वों को पूरा करने के लिए कानूनन अयोग्य हो जाता है।
For any reason whatsoever, the contractor becomes disentitled in law to perform his
obligations under this agreement.
and/or
vi. संविदाकर्ता या उसके व्यवसाय के स्वामित्व/साझेदारी या प्रबंधन में इस तरह के बदलाव के लिए बैंक की लिखित पूर्व अनुमति के बिना कोई भिन्नता है।
There is any variation in the ownership/partnership or management of the contractor or
his business without the prior approval in writing of the Bank to such variation.
न्यूनतम वेतन अधिनियम, 1948, वेतन भुगतान अधिनियम, 1936, अनुबंध श्रम (विनियमन और
उन्मूलन) अधिनियम, 1970 आदि:
Minimum Wages Act, 1948, Payment of Wages Act, 1936, Contract Labour
(Regulation and Abolition) Act, 1970 etc.:
ठेकेदार को अपने कर्मियों को न्यूनतम वेतन अधिनियम के तहत निर्धारित प्रचलित दर पर न्यूनतम वेतन का भुगतान करना चाहिए। मुख्य श्रम आयुक्त (केंद्रीय) इस शर्त का किसी भी उल्लंघन पर अनुबंध समाप्त
करने के लिए उत्तरदायी होंगे और तदनुसार कार्रवाई की जाएगी। इसके अलावा, मौजूदा नियमों के अनुसार ठेकेदार द्वारा हर महीने प्रति व्यक्ति ESI और PF का भुगतान किया जाना चाहिए और भुगतान किए गए
नकद चालान की प्रतियां हर महीने बैंक में जमा की जानी चाहिए।
The Contractor should pay to their personnel a minimum wage at the prevailing rate as
fixed under Minimum Wages Act. The Chief Labour Commissioner (Central) any breach
of this condition will be liable for termination of the contract and the same would be
dealt with accordingly. Besides, ESI and PF per head at the current rate should be paid
by the contractor every month as per the existing rules and copies of paid cash challans
should be submitted every month to the Bank.
इन भुगतानों को करने के लिए लिखित रूप में आवश्यक रिकॉर्ड और कर्मचारियों की वेतन पर्चियां इसके सत्यापन के लिए मासिक अंतराल पर बैंक को प्रस्तुत की जाएंगी। ये रिकॉर्ड बैंक के अधिकारियों की
उपस्थिति में ठेकेदार के कर्मचारियों द्वारा विधिवत हस्ताक्षरित/प्रमाणित किए जाएंगे।

Necessary records in writing for having made these payments and wage slips of employees will be submitted to the Bank at monthly intervals, for its verification. These records will be duly signed/attested by the employees of the contractor in the presence of Bank's Officials. ठेकेदार कर्मियों को उनके लिए लागू अवकाश वेतन, बोनस, ग्रेच्युटी आदि सहित मासिक वेतन के भुगतान के लिए जिम्मेदार है।								
	esponsible for payment of monthly salary including leave salary							
	The contractor is responsible for payment of monthly salary including leave salary, bonus, gratuity etc., to the personnel as applicable to them.							
शिकायत की कोई गुंजाइ भारतीय रिज़र्व बैंक के ना कर्मचारी राज्य बीमा अधि निधि के संबंध में नियोक्त	ठेकेदार को यह सुनिश्चित करना चाहिए कि वेतन के विलंबित भुगतान पर कर्मियों की ओर से किसी भी शिकायत की कोई गुंजाइश न हो। ठेकेदार द्वारा नियुक्त कर्मचारी केवल ठेकेदार के रोजगार में होंगे, भारतीय रिज़र्व बैंक के नहीं। ठेकेदार कर्मचारी भविष्य निधि और विविध प्रावधान अधिनियम, 1952 और कर्मचारी राज्य बीमा अधिनियम, 1948 के प्रावधानों के अनुसार भविष्य निधि और कर्मचारी राज्य बीमा निधि के संबंध में नियोक्ता के योगदान का भुगतान करेगा।							
personnel on delayed will be in the employ The contractor shall p employees' state insu	Id ensure that there is no scope for any grievance from the d payment of wages. The employees engaged by the Contractor ment of the Contractor only and not of the Reserve Bank of India. Day the employer's contribution with regard to provident fund and arance fund as per the provisions of the employees' Provident fund rovisions act, 1952 and employees' state insurance act, 1948.							
वाले किसी भी जुर्माने या	केदार और उसके कर्मचारियों/कर्मचारियों के बीच विवाद के कारण उत्पन्न होने दावे के लिए ठेकेदार पूरी तरह से जिम्मेदार होगा। यदि ठेकेदार और उसके के बीच विवाद के कारण कोई दावा या जुर्माना बैंक के लिए कानूनी रूप से ज्दार से वसूला जाएगा।							
between the contrac penalty is legally bir	The contractor will be solely responsible for any penalty or claim arising due to dispute between the contractor and its employee/es under any circumstance. If any claim or penalty is legally binding to the Bank due to the dispute between contractor & its employee/es, same shall be recovered from the contractor							
यदि ठेकेदार एक भागीदारी या एक व्यक्ति	इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेज़ो तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए है।							
है	IN WITNESS WHEREOF the Bank and the Contractor have set their							
If the contractor is a Partnership or an Individual	respective hands to these presents and two duplicates hereof the day and year first hereinabove written.							
यदि ठेकेदार एक कंपनी	इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिक्रत किये है और ठेकेदार ने इन पर							
है If the contractor is a Company	तथा उक्त दोनों प्रतिलिपयों पर अपनी नियमित मोहर लगवाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपयों का निष्पादन करवाया है।							
Company	IN WITNESS WHEREOF The Bank has set its hand to these							
	presents through its duly authorized official and the Contractor							
	has caused its common seal to be affixed hereunto and the said							
	has caused its common sear to be affixed hereunito and the salu							

	two	duplicate/has	caused	these	presents	and	the	said	two
	dupl	icates hereof to	o be exe	cuted c	on its beha	alf, th	e day	y and	year
	first	hereinabove wi	ritten.						

Address

Note: Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

<u>Annexure-II</u>

PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT/ Retention Money

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing Bank)

Place : _____

Date : _____

The Regional Director

Reserve Bank of India,

Dear Sir,

Name of the work : <u>Floor repair and tiling work at Frontyards of the Bank's Residential</u> <u>Accommodations at Sector-30A & 44B Colonies, Chandigarh</u>

Bank Guarantee For <u>PERFORMANCE SECURITY DEPOSIT/</u>Retention Money

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 Con	tractor is boui	nd by the	said Contra	act to submi	t to RBI a
Performance Security f	or a total a	mount of	₹	(Rupees
		only) (Amount in fi	gures and wo	ords) for the
due fulfilment by the said	contractor of th	e terms and	d conditions of	contained in t	he contract.
We,(N	ame of the Bar	nk), (hereina	after called "t	he Bank"), at	the request
of M/s	, the contra	actor, do he	ereby undert	ake to pay to	the RBI an
amount not exceeding	Rs	a	as Performa	nce Guarant	ee for due
fulfilment of the terms and	d conditions of	the contrac	t.		

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 Rs. ______ (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 Rs. _ (Rupees _______ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the 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 -

a) 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 Rs. ______ (Rupees ______ only).

b) Our liability under these presents shall not exceed the sum of Rs. ____

(Rupees _____ only) .

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto _____ (60 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.

e) 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.

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

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

Annexure-III

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letterhead)

Name of work: Floor repair and tiling work at Frontyards of the Bank's Residential Accommodations at Sector-30A & 44B Colonies, Chandigarh

1. I / we (Name of the bidder) declares that

- (a) I / we or nay of our allied firm* is / are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on (last date of submission of bid).
- (c) I / we will inform the Bank in writing, in case, I / we or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or other country on or before award of work for the captioned work.

(seal and signature of the bidder)

Date:

Place:

(Note: Strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.



भारतीय रिज़र्व बैंक संपदा विभाग चंडीगढ़

<u>सेक्टर 30A एवं 44B चंडीगढ़ स्थित बैंक की आवासीय कॉलोनी में स्थित फ्लैटों के सामने के आँगन में फर्श</u> <u>की मरम्मत एवं टाइल लगाने का कार्य हेतु</u> <u>ई-निविदा</u>

<u>Tender for</u> <u>Floor repair and tiling work at Frontyards of the Bank's Residential Accommodations at</u> <u>Sector-30A & 44B Colonies, Chandigarh</u>

> RBI/Chandigarh Regional Office/Estate/10/25-26/ET/240 <u>भाग- II (वित्तीय बोली)</u>

Part II (Financial Bid)

बोलीदाता का नाम :.....

पताः

दूरभाष सं:

ईमेल-:

बोली पूर्व बैठक का समय एवं स्थान	25 जुलाई 2025 पूर्वाह्न 11:00 बजे
	स्थान : संपदा विभाग, तृतिय तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़
बोली प्रस्तुत करने की अंतिम तिथि:	04 अगस्त 2025 को पूर्वाह्न 11:00बजे तक
निविदा का भाग । अर्थात तकनीकी- वाणिज्यिक बोली खोलने की तिथि:	04 अगस्त 2025 को अप्राह्न 03:00बजे



Floor repair and tiling work at Frontyards of the Bank's Residential Accommodations at Sector-30A & 44B Colonies, Chandigarh

(Note: Rates and Amount are to mentioned in the Price Bid Excel on MSTC only)

Item no	Particulars of the work	Unit	Quantity
1.0	EXCAVATION/ DISMANTLING WORKS		
	Earth work in excavation by manual means not exceeding 1.5 m in width or 10 sqm on plan, including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil out of the Bank's premises at local administration authorised dumping yard, etc. all complete as directed by Bank's Engineer:		
1.1	All kinds of soil	CuM	34
1.2	Demolishing the existing cement concrete flooring manually/ by mechanical means including disposal of material out of the Bank's premises at local administration authorised dumping yard, etc. all complete as directed by Bank's Engineer:	CuM	5
1.3	Dismantling tile work in floors laid in cement mortar including disposal of material out of the Bank's premises at local administration authorised dumping yard, etc. all complete as directed by Bank's Engineer:		
1.3.1	For thickness of tiles 10 mm to 25 mm	SqM	50
1.4	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Bank's Engineer for all lead including all lifts involved all completed and as directed by Bank's Engineer.	L.S.	1
2.0	PCC		

2.1	PCC : Providing and laying Plain cement concrete 1:1 1/2:3 (1 Cement :1 1/2 Sand: 3 graded stone aggregate 20 mm nominal size) for any kind of work at any level including mixing, laying, compacting, and shuttering curing etc. all complete and as directed by Bank's Engineer.	Cum	29
3.0	VITRIFIED TILE FLOORING & SKIRTING		
3.1	Providing and laying approved make & shade Anti- Skid Vitrifies tiles of size 400x400 mm or more (thickness to be specified by the manufacturer) in flooring (over dressed/prepared surface); of 1st quality conforming to IS : 15622, laid on 20 mm thick cement mortar 1:4 (1 Cement: 4 sand), jointing with grey cement slurry @ 3.3kg/ sqm including grouting the joints with white cement and matching pigments etc., all complete and as directed by Bank's Engineer.	SqM	1528
	Note: Basic rate of Vitrified tiles of size 400x400mm= Rs. 500/- per SqM (Excluding GST)		
3.2	Providing and laying approved make & shade Anti- Skid Vitrifies tiles of size 400x400 mm or more in skirting, riser of steps (thickness to be specified by the manufacturer); of 1st quality conforming to IS : 15622, of approved make, laid over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joint with white cement & matching pigments etc. all complete as directed by Bank's Engineer. Note: Basic rate of Vitrified tiles of size 400x400mm= Rs. 500/- per SqM (Excluding GST)	SqM	185
4.0	FRP CHAMBER COVERS		
4.1	Supplying and fixing in position Fibre glass Reinforced Polymer (FRP) chamber cover along with frame after removing existing damaged CI Cover with frame and raising the level as per the site requirements (matching with the Finished Floor level). The capacity of the cover shall be 2.5T and of size:		
4.1.1	600 mm dia	Nos.	62
4.1.2	300x300 mm	Nos.	124
	Note: The rate shall be inclusive of matching/ adjusting the top level of the cover with FFL of tile with necessary masonry repair works. The rate shall be inclusive of matching/ adjusting the top level of the cover with FFL of tile with necessary masonry repair works.		

5.0	PVC Pipe, Floor Trap		
5.1	Providing and fixing Polyvinyl Chloride (PVC) pipes including all PVC plain fittings This includes jointing of pipes & fittings with one step PVC solvent cement in External Work all complete as per direction of Bank's Engineer.		
5.1.1	50 mm nominal dia Pipes	RM	344.5
5.2	Floor Trap: Providing & fixing in position approved make 100x50 mm PVC Floor traps with ring, outer cup, inner cup, jali etc. all complete as directed by Bank's Engineer.	Nos.	62

Signature of contractor

Date Place