



**रिज़र्व बैंक स्टाफ महाविद्यालय / RESERVE BANK STAFF COLLEGE**

**संपदा कक्ष, चेन्नै- 600 018 / Estate Cell, Chennai - 600 018**

**e- Tender No. RBI/RBSC//189/21-22/ET/189**

**Providing Modular Built in wardrobes in Old Hostel Building Rooms  
at Reserve Bank Staff College, Chennai - 600018.**

## **Part I**

**(Techno – Commercial Bid)**

**Name of Bidder \_\_\_\_\_**

**Address \_\_\_\_\_**

**Date of Pre-Bid meeting: Venue/ Time: Seminar Hall, RBSC, Chennai  
at 11:30 AM on October 11, 2021**

**Date and time of e-Tender Submission: 3:00 PM on October 25, 2021**

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### **Notice Inviting Tender.**

Reserve Bank Staff College (hereinafter referred to as “the Employer”) invites e-tenders from the empanelled vendors (under the categories 1. Civil, Interior, Fabrication, Painting works above 10 lakhs and upto 25 lakhs and 2. Supply, Installation and Maintenance of Modular Furniture and Compactors above 10 lakhs and upto 25 lakhs) of Reserve Bank of India, Chennai for the work of ‘**Providing Modular Built in wardrobes in Old Hostel Building Rooms at Reserve Bank Staff College, Chennai - 600018.**’, as per the schedule of tender given below. The work is estimated to cost **₹13.19 lakh** and is to be completed within **45 days** from the **10<sup>th</sup> day** of issue of written order, inclusive of the day of order, to commence the work.

The tenderers should electronically submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all aspects **on or before October 25, 2021 up to 03.00 p.m.** The Techno-Commercial bid, Part – 1 and Part – 2, of eligible bidders will be **opened electronically on October 25, 2021 at 04.00 pm and 4.30pm respectively.** In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Tender document can be downloaded from RBI website – [www.rbi.org.in](http://www.rbi.org.in) and [www.mstcecommerce.com](http://www.mstcecommerce.com). Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should check the above website / e-portal for any Amendment / Corrigendum / Clarification before submitting the bid. The Employer reserves the right to reject any or all the tenders without assigning any reason thereof.

The Chief General Manager/Principal  
Reserve Bank Staff College  
359, Anna Salai, Teynampet  
Chennai - 600018

## 1 Important information

### 1.1 Schedule of Tender

a. E-tender No.	<b>RBI/RBSC//189/21-22/ET/189</b>
b. Name of work	<b>Providing Modular Built in wardrobes in Old Hostel Building Rooms at Reserve Bank Staff College, Chennai - 600018.</b>
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> ) Guidelines for e-tender has been provided as <a href="#">Annexure - I</a> .
d. Date of NIT available to parties to download	<b>03:00 PM on October 4, 2021.</b>
e. Earnest Money Deposit	<b>₹. 26,380/-</b> from each bidder.
f. Last date of submission of EMD.	<b>01:00 PM on October 25, 2021.</b>
g. Pre Bid Meeting	<b>11:30 AM on October 11, 2021</b> at Seminar Hall, Reserve Bank Staff College, 359, Anna Salai, Teynampet, Chennai - 600018.
h. Date of starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	<b>3:00 PM on October 13, 2021.</b>
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>3:00 PM on October 25, 2021.</b>
j. Date & time of opening of Tender	<b>4:00 PM on October 25, 2021.</b>
k. Transaction Fee	Payment of Transaction fee is as mentioned in the MSTC portal through MSTC payment gateway through /NEFT/RTGS in favour of MSTC LIMITED.

## 1.2 General instructions

- Bidders who are empanelled with RBI, Chennai under the below mentioned categories are only eligible to participate in this tender:
  - Civil, Interior, Fabrication, Painting works above 10 lakhs and upto 25 lakhs
  - Supply, Installation and Maintenance of Modular Furniture and Compactors above 10 lakhs and upto 25 lakhs
- Decision of the Employer regarding the eligibility of bidders for participation in the tender will be final and binding. The Employer is not bound to assign any reason therefor.
- Bids containing false and / or inadequate information are liable for rejection.
- Only those bidders, who satisfy the following eligibility criteria shall be eligible to participate in the e-tender:
  - **They should be in the valid empanelled Contractor list of RBI, Chennai under the appropriate category of works mentioned above.**
  - **The Contractors should not have been de-listed/ black-listed for any reasons or any contract awarded to them should not have been terminated during the last 2 years on account of non-performance/ any other reasons decided by the Employer.**
- Clarifications, if any, required may be obtained from Reserve Bank Staff College, Estate Cell, Chennai during working hours of the Employer.
- Part II (Price Bid) submitted by those bidders who do not qualify the above conditions will be rejected and the EMD if any remitted by them will be refunded without any interest in due course.
- **Vendors are requested to quote item rates for each item in Part II (Price-Bid) of the tender exclusive of GST. The system shall automatically calculate and add GST. The total amount calculated by the system, will be taken for arriving the L1 rates and the total Contract Value. No change in quoted rates will be accepted after opening of the tender.**

## **2. Form of Tender**

**To**

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

Dear Sir,

Having examined the specifications, designs and Schedule of Quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to execute the works specified in the said memorandum within the time specified at the rates mentioned in the attached Schedule of Quantities, specifications, and in accordance, in all respects, with the specifications, Designs, Drawings(if any) and instructions in writing referred to in Articles of Agreement, Special Conditions, Schedule of Quantities and General Conditions of Contract, Annexures 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 the work:	Providing Modular Built in wardrobes in Old Hostel Building Rooms at Reserve Bank Staff College, Chennai - 600018.
(b)	Estimated Cost of the work	₹ 13.19 Lakhs/-
(c)	Earnest Money	₹. 26,380/- from each bidder.
(d)	Date of Commencement	Within 10 days from the date of written order to commence the work.
(e)	Time for completion of the work	45 days, which shall be reckoned from the 10 <sup>th</sup> day of issue of written order (inclusive of date of order) to commence the work.
(f)	Liquidated Damages	<b>0.25% of the contract value</b> per week for the period for which the work remains incomplete beyond the stipulated period of completion subject to the ceiling of 10% of the contract value.
(g)	Defects Liability period	<b>1 Year</b> from the date of Virtual Completion of the work.

I/We agree to the following:

1. Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here 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.
2. I / we have deposited a sum of **₹26,380/-** as Earnest Money Deposit with the Reserve Bank Staff College, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/ us to the Reserve Bank of India/ Reserve Bank Staff College.
3. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
4. I/We agree that our Tender will remain valid for acceptance by the Employer for 90 days from the date of opening of Part I of the Tender and this period of validity can be extended for such period as may be mutually agreed between the Employer and us in writing. We also agree to keep the Bank Guarantee towards earnest money deposit valid during the entire period of validity of Tender.
5. I/We, do here by declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also, I/We have neither been suspended / delisted /disqualified by any organization including Reserve Bank of India/Reserve Bank Staff College for any reason nor any such proceedings are pending or contemplated. I/We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.
6. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to Reserve Bank Staff College verifying any or all the information furnished in this document with the concerned authorities, if necessary.
7. I/We understand that the Employer reserves the right to accept or reject any or all the Tender either in full or in part without assigning any reason therefore.

*Accepted with Digital Signature Certificate*

### **3 Articles of Agreement (Proforma).**

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

WHEREAS The Employer is desirous of carrying out the work of '**Providing Modular Built in wardrobes in Old Hostel Building Rooms at Reserve Bank Staff College, Chennai - 600018.**' and has prepared drawing and Schedule of Quantities showing and describing the work to be done under the direction of Bank's Engineer.

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

AND WHEREAS the Contractor has agreed to execute upon, 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 thereunder (hereinafter referred to as 'the said Contract Amount')

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.

5. Work order No. \_\_\_\_\_ dated \_\_\_\_\_ shall form the part of this agreement.
6. This Contract is neither a fixed Lumpsum Contract nor a Piece-work Contract but is a Contract for to carry out the work in respect of "**Providing Modular Built in wardrobes in Old Hostel Building Rooms at Reserve Bank Staff College, Chennai - 600018.**" Payment will be settled according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for carrying out of all the works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. **Time** shall be considered as one of the important factors of this contract and the contractor hereby agrees to commence the work immediately in consultation with our Bank's Engineer. The time allowed for completion of work is **45 days from tenth day of issue of this work order** (inclusive of date of order) failing which the sum named in the Appendix as "Liquidated Damages" shall be levied by the employer, subject nevertheless to the provisions for extension of time.
10. All payments by The Employer under this Contract will be made only at Chennai.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.
12. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to

ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.”

13. i) The Contractor/Agency shall be solely responsible for fully compliance with the provisions of “the sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employees within the premises of the Employer, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaint. (ii) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer. (iii) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for any instance any monetary relief to Employer’s employee, if sexual violence by the employee of the Contractor is proved. (iv)The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. (v) The Contractor shall provide a complete and updated list of its employees who are deployed within the Employer’s premises.
14. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

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

Signature Clause

SIGNED AND DELIVERED BY THE  
Reserve Bank Staff College by the hand of  
Shri \_\_\_\_\_  
(name and designation)

in the presence of

(1)

Address

(2)

Address

Witnesses

SIGNED AND DELIVERED BY  
\_\_\_\_\_ in the presence of

(1)

Address

(2)

Address

Witnesses

THE COMMON SEAL OF \_\_\_\_\_  
was hereunto affixed pursuant to the resolutions  
passed by its Board of Directors at the meeting held  
on \_\_\_\_\_ in the presence of

(1)

(2)

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

(1)

(2)

SIGNED AND DELIVERED BY

The Contractor by the hand of  
Shri \_\_\_\_\_

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

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

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

#### **4 Instructions to Bidders.**

E-tenders comprising duly filled in Part I (Techno-Commercial Bid) and Part II (Price Bid) of the tender should be uploaded in MSTC website under RBI Portal for the work of '**Providing Modular Built in wardrobes in Old Hostel Building Rooms at Reserve Bank Staff College, Chennai - 600018.**' not later than **3:00 PM on October 25, 2021.**

1. The Employer discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition, it shall be addressed as a special remark. The condition(s), if any, will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Employer will be intimated to the tenderers.
2. Part I (Techno-Commercial Bid) of the tender shall be opened at **4:00 PM on October 25, 2021.** Part II (Price Bid) shall be opened on the same day at **4.30 PM** if no special conditions /deviations put forth by the bidders.
3. Tenders shall remain valid for acceptance by the Employer for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
4. Digital Signatures may be used to submit the tender in token of his / their acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions etc as laid down.
5. If any of the document is missing, the tender may be considered invalid by the Employer at its discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
6. The vendors shall pay the transaction fee vide the procedures listed in [Annexure I- 'Guidelines for e-procurement'](#).
7. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

8. **Earnest Money Deposit** for a sum of ₹ 26,380/- shall be remitted to the Bank Account of Reserve Bank Staff College on or **before 01:00 PM on October 25, 2021**. The account details for NEFT / RTGS transactions are as follows.

**Beneficiary Name: RBSC CHENNAI**

**IFSC: RBIS0SCPA01**

**Account No.: 186003001**

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [principalrbsc@rbi.org.in](mailto:principalrbsc@rbi.org.in).

9. EMD may also be submitted on or before **01:00 p.m. on October 25, 2021** in the form of a Bank Guarantee in the format approved by the Employer (Proforma attached as [Annexure IV](#)) at the Estate Cell, Reserve Bank Staff College, Chennai - 600018. A tender which is not accompanied by such EMD will not be considered.
10. EMD of the unsuccessful bidders shall be refunded / returned without any interest, after the work is awarded to the successful bidder.
11. Within 10 days from the date of issue of Letter of Intent, by the Employer for having accepted the tender, the successful bidder shall also submit a Performance Security Bank Guarantee for 3% of the accepted Contract Value, valid for a period of the stipulated 'Contract Period'+ 3 months, for due fulfilment of the contractual obligations by the contractor. The EMD paid by the successful bidder shall be released without any interest after successful execution of the contract agreement and submission of Performance Security Bank Guarantee for 3% of the accepted Contract Value as provided above, by the successful bidder. The Performance Security Bank Guarantee shall be released by the Employer on virtual completion of the work and settlement of final bill as provided under clause 7 under 5.2 'Appendix Hereinbefore Referred to' in Part I of the tender.
12. The EMD shall not be accepted in any form other than the one mentioned in the tender notice. The EMD/ Performance Security Bank Guarantee submitted by the successful bidder shall be forfeited / invoked, in case he / they fail(s) to commence the work awarded to him / them within the prescribed time limit.
13. The Reserve Bank Staff College does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. Under no circumstance Earnest

Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.

14. The successful tenderer shall indemnify the Employer against all risk by obtaining and keeping in force /currency throughout the Contract Period, necessary Insurance Policies of appropriate value including Contractors All Risk Policy, Workmen Compensation Policy, Third Party Liability Policy etc from an Insurance Company approved by the Employer, as per Clause 25 of the General Conditions of the Contract.
15. On receipt of intimation from the Employer of acceptance of his / their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof the successful bidder shall sign an agreement in accordance with the Articles of Agreement (Proforma) mentioned in the tender and the Schedule of Conditions but the written acceptance by the Reserve Bank Staff College of a tender will constitute a binding contract between the Reserve Bank Staff College and the person so tendering, whether such formal agreement is or is not subsequently executed.
16. In addition to the Performance Security Bank Guarantee for 3% of the accepted 'Contract Value' as per Clause 11 here as above, as a further security for the due fulfilment of the contract by the Contractor, 5% of the value of the work done will be deducted by the Employer from each payment and bills to be made to the Contractor towards Retention Money. Security Deposit may also be submitted in the form of a Bank Guarantee in the format approved by the Employer (Proforma attached as [Annexure III](#)). This Retention Money to be deducted plus the Performance Security Bank Guarantee for 3% of the accepted Contract Value submitted by the successful bidder will be termed as 'Total Security Deposit'. The Performance Security Bank Guarantee shall be released by the Employer on virtual completion of the work and settlement of final bill. The retention money shall be released after the expiry of the Defect Liability Period subject to the satisfactory rectification of all defects pointed out during the Defect Liability Period and as per the terms and conditions of this contract document. This amount retained by the Employer shall not bear any interest.
17. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the 'Total Security Deposit', if the amount so permits and the Contractor shall, unless such deposit has become otherwise

payable, within ten days after such deduction, make good in cash the amount so deducted.

18. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the Contract whereupon the applicable 'Earnest Money Deposit' and/ or 'Total Security Deposit' shall stand forfeited to the Employer.
19. The Contractor shall carry out all the works strictly in accordance with design and drawings (if any), details, and specifications in the tender, and instructions of the Bank's Engineer.
20. A schedule of probable quantities in respect of each work and specifications accompany these documents. The schedule of probable quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer.
21. The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings (if any) and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
22. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, tools and tackles, temporary plumbing and electricity supply arrangements (Water and electricity may be made available at the available sources within the Employer's Premises at free of cost. However conveying the same to required location(s) including required plumbing / electrical pipes / cables / wires, fittings / fixtures etc shall be at the risk & cost of the contractor), protection of the public and safety of walls, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such materials, etc, as occasion shall require or when ordered to do so and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank's Engineer. The rates quoted shall 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 / road / water freight charges or any conditions whatsoever.

23. **The rates for each item in Part II (Price-Bid) of the tender shall be exclusive of GST. The system shall automatically calculate and add GST. The total amount calculated by the system, will be taken for arriving the L1 rates and the total Contract Value.** Each invoice / bill shall indicate amongst other things, the contractor's PAN and G.S.T Registration Number. The Contractor shall also produce to the Employer adequate proof of remittance of G.S.T within a reasonable time from date of such remittance. The contract value will also be subject to TDS / TCS / TDS under G.S.T / Withholding Tax / any other tax, as per statutes.
24. The Contractor should note that unless otherwise stated, the tender is strictly on item rates basis and attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. However, during actual execution of work, if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Bank's Engineer and with the concurrence of the employer, in excess of 25% of the tender quantity, shall be considered as an extra item of work for which the Contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overheads and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the contractor shall not be entitled to any claim on this account.
25. Time allowed for carrying out the work, as mentioned in the Memorandum is **45 days**, which shall be strictly observed by the Contractor and it shall be reckoned from the **10<sup>th</sup> day of issue of written order to commence the work (including the date of work order)**.
26. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in Clause 27 Liquidated Damage for non-completion of the General Conditions of the Contract. The Contractor shall, before

commencing the work, prepare a detailed work programme which shall be approved by the employer.

27. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
28. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Schedule of Quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer.
29. The successful tenderer must co-ordinate and co-operate with the other Contractors appointed by the Employer so that the execution of work shall proceed smoothly with the least possible disturbance / delay and to the satisfaction of the Bank's Engineer.
30. The Contractor must bear in mind that all the works shall be carried out strictly in accordance with the Specifications, design drawings made by the Bank and also in compliance of the requirements of the local public authorities and to the requirements of the Employer and no deviation on any account will be permitted unless otherwise they are given in writing by the Employer.
31. The successful tenderer should make his own arrangement to obtain all materials required for the work. The materials as far as procurable shall be first / premium quality conforming to latest relevant Indian / international standard code of provisions as mentioned in schedule of quantities.
32. Defective Materials: Any defects or faults in the materials supplied and, in the work, done by the contractor which may appear during execution of the work or within twelve months shall, upon the discretion of the Bank's Engineer be replaced or set right by the Contractor at his own cost within 7 (seven) days of receiving such directions. The Employer reserves

the right to get the work executed/ work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Contractor.

33. Approval of samples: Contractor shall have to produce samples of the material for Bank's approval for which no separate payment will be made. Approval of the sample by the Employer will not relieve the contractor from of his responsibility / obligation about the specifications and other stipulations in the contract.
34. The Contractor shall use materials of the makes / manufacturers specified in the list of material of approved make / brand / manufacturer contained in the e-tender clauses, strictly as per the manufacturer's specifications.
35. Electricity and water shall be provided free of cost for execution of the work at one point within the premises. Contractor shall make their own arrangements for conveying the same to the required locations. The contractor shall, however take care to ensure that no undue wastage of electricity & water is caused. Necessary safety measures as required by the Employer shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Employer if any laxity on his part is observed in this matter.
36. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto.
37. IS Code / other Code numbers wherever mentioned in the tender shall be the latest version as on the date of opening of tenders.
38. EMD / 'Total Security Deposit' ('Performance Security Bank Guarantee' + 'Retention Money') / Performance Security Guarantees for the Defect Liability / Performance Guarantee Period, of the successful tenderer will be forfeited / invoked, if he / they fail to comply with any conditions of the Contract.
39. The tenderers must obtain for himself at his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings (if any), inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.

40. Errors, Omission and Descriptions:

Between the description of the item in the General Specifications and the detailed descriptions in the Schedule of Quantities of the same item, the latter shall be adopted.

41. Clarifications if any, with respect to General Conditions, Special Conditions, Scope of work, specifications, design and drawings or any other matter required for submitting the tender shall be obtained from the Bank during working hours of the Bank, before submitting the tenders. Once a tender is submitted, the matter will be decided according to conditions in the tender in, the absence of such authentic pre-clarification.

42. The contractor shall abide by and fulfil all requirements laid down under the various provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there-under. The contractor shall submit to the Employer the maximum number of Labours to be engaged on a single day in the job. Any subsequent increase should be informed to the Employer without delay. If the number of labourers employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all his labourers/workmen staff employed by him. He shall submit a certificate to the effect that, he has actually paid all the dues of all the labourers of all designations / descriptions engaged by him for completion of the awarded job / work / project at the rate which is not less than that prescribed under Minimum Wages Act, 1948 and they have complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative(s) to verify and certify the veracity of such certificate. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank Staff College, Chennai indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. The Employer will not be responsible for any accident, injury caused to any labourer /staff of the Contractor deployed to the site, during the course of their work /duty/off duty and thus the labourer/staff will not be entitled for any compensation from the Employer. Under the circumstances of the contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Reserve Bank Staff College, Chennai shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's payments and Security Deposit.

43. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer'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 is fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

44. Prevention of sexual harassment at work place: -

a) The contractor / agency shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Employer, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.

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

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

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

e) The contractor shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

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

Date :

Signature of tenderer with seal.

Place :

Name and Address:

*Accepted with Digital Signature Certificate*

#### 4.1 SAFETY CODE

1. There shall be maintained in a readily available place with First Aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground / floor.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material water proofing / structural repair chemicals, cement mortar, concrete etc shall be provided with protective footwear and rubber hand gloves.
9. Safety belts shall be provided by the contractor and used by the workmen while working from height of more than 3 metres from ground level.
10. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.

11. (i) No paint / chemicals containing lead products shall be used except in the form of paste or readymade paint.  
(ii) Suitable facemasks should be supplied for use by the workers when the chemicals / paint is applied using spray guns or surface having lead paint dry rubbed and scrapped.
12. 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 periods of cessation of work.
13. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
15. Additional safety net is to be provided to cover the external work and to avoid any injury to the Employer's Staff / public / users of the premises. Personal Protection Equipment (PPE) such as safety belts, helmets etc shall be provided for the workers at the contractor's cost and the contractor shall ensure that the workers use the same while at work.
16. The area of work shall be barricaded and necessary screens including strong frames / supporting system shall be provided around the area to prevent spread of chemicals / paints while applied.
17. Any other safety norms to be followed for the work shall be as per relevant Indian Standards/ Construction practices.

#### **4.2 FIRE SAFETY CODE**

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. LPG used in 'oxy-acetylene' gas cutters shall be 'industrial type'.
- iii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.

- iv. Electrical power cables / wires used shall not have any joints and shall be properly rated.
- v. All electrical appliances i.e. welding, drilling, cutting machine, air compressors etc. shall be safely and securely earthed to prevent leakage current while in operation.
- vi. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers / Personnel, work shall be started.
- vii. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- viii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- ix. Used chemical / paint drums shall be stored in specified store only after closing them properly.
- x. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste / debris.
- xi. None of the fire extinguishers shall be removed / shifted from its designated location.
- xii. Power supply shall be switched off from the mains when equipment is not in use.
- xiii. Any dust / debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xiv. Battery operated emergency light / torches shall be provided by the contractor to the workmen while working beyond office hours.
- xv. All the electrical/mechanical/electro mechanical appliance shall be connected to sufficiently rated circuit breakers before tapping to a power source.

Place:

Seal & Signature of the tenderer.

Date:

*Accepted with Digital Signature Certificate*

**5 General Conditions of the Contract (GCC)**

**5.1 The Conditions Hereinbefore referred to**

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

(a) "Employer" Shall mean The Reserve Bank Staff College, the Reserve Bank of India and shall include its assigns and successors.

(b) "Contractor" in the case of a partnership firm "Contractor" shall mean ..... partners in the name and style of .....and having a place of business at ..... and shall include the partners for the time being of the said firm the legal representatives of a deceased partner.

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

In the case of company "Contractor" shall mean ..... a company incorporated under .....

19..... / 20..... and having its registered office at

.....  
.....

and shall include his successors and assigns.

(c) "Bank's Engineer" Shall means the person appointed by the Employer to act as Bank's Engineer for the purpose of the contract and named as such in the conditions.

(d) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

(e) "This Contract" Shall mean the Articles of Agreement, the Special conditions, the Conditions (part I and II), the Tender, the letter of acceptance, the Appendix, the Schedule of quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly signed.

(f) specification " Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.

(g) "Schedule of Quantities" Means the priced and completed schedule of quantities forming the part of Tender

(h) "Tender" Means the Contractor's priced offer to the Employer for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.

(i) "Letter of acceptance" Means the formal acceptance by the employer of the tender  
"

(f) “Notice in writing” Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

(f) “Act of Insolvency” Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(g) “The Works” Shall mean ‘**Providing Modular Built in wardrobes in Old Hostel Building Rooms at Reserve Bank Staff College, Chennai - 600018.**’ as provided herein.

**Note:** Words imparting persons include firms and corporation. Words imparting the singular also include the plural and vice versa where the context requires.

#### **1. Scope of Contract:**

The contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of Bank’s Engineer. The Bank’s Engineer may in his absolute discretion and from time to time issue further drawing and/or written instructions, details directions and explanations which are hereafter collectively referred to as “Employer’s Instructions” in regard to: -

(a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

(b) Any discrepancy in the Drawings or between the Schedule of Quantities and/ or Drawings and /or Specification.

(c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.

(d) The removal and/or re-execution of any works executed by the Contractor.

(e) The dismissal from the works of any persons employed there upon.

(f) The opening up for inspection of any work covered up.

(g) The amending and making good of any defects under clause 21 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised such Bank's Engineer's instructions provided always that verbal instructions directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer's shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by Bank's Engineer's such shall be deemed to be Bank's Engineer's instructions within the scope of the Contract.

**3. Variations to be approved by the employer:** 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 Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

**4. Drawings, Schedule of quantities and agreement:** The contract shall be executed in duplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy of each for his use. The Contractor on the signing hereof shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings and of the specification and one copy of all further design drawings issued during the progress of the works. Any further copies of design drawings required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings on the works and the Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all the design drawings and specifications.

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

Bank's Engineer who shall decide which is to be followed. Between drawing and specifications/ schedule of quantities, schedule of quantities will prevail.

**6. Authorities, notices and patents:** (i) The contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/ or authorities with whose, systems the structure is proposed to be connected, and shall, before making any variations from the drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 18 thereof.

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

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

**7. Setting out of works:** The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and got approved prior to proceeding of the work. If the contractor fails in their role, any errors/defects it shall be rectified at his own expense to the satisfaction of the Bank/ Employer.

**8. Materials and workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall arrange for and/or carry out test of any materials, as per relevant IS provisions through the reputed laboratories prior to use in the work, if so desired by the Employer. The contractor shall arrange for manufactures' test certificate for any material which Bank may require from time to

time before the execution using intended material. **The testing of material (Third Party Test) shall be carried out through a Government / Approved Laboratory and the testing charges, as per actuals shall be reimbursed by the Employer on production of vouchers / paid receipt.**

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

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

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

**12. Assistant Manager/ Manager:**

(i) The term Assistant Manager (Tech.)/ Manger (Tech.) shall mean the person appointed and paid by the employer. 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 the works and materials.

(ii) The Assistant Manager (Tech)/ Manger (Tech.) or any representative of the Employer shall

have power to give notice to the Contractor or to his representative of non-approval of any work or materials. The work will from time to time be examined by the Assistant 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 any stage of the works after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

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

**14. Alterations, additions, omissions:** No alteration, omission or variation shall vitiate this Contract except instructions/ notice of employer (through Bank's Engineer) at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under its hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer with the prior approval in writing of the 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.

**15. Schedule of Quantities:** The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement specified in relevant IS code. 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 18 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.

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

**17. Measurement of Works:**

(i) The Bank's Engineer may from time to time intimate to the Contractor and the Employer that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer or the Bank's

Engineer's representative or the Assistant Manager (Tech)/ Manager (Tech.) in taking such measurements and calculations and to furnish particulars or to give all assistance required by any of them. Should the Contractor not attend or neglect or omit to send such an agent, then the measurements taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Method of Measurements detailed in the latest relevant IS codes of practice.

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

(iii) All authorized extra works, omissions and all variations made with the Bank's Engineer's instructions, subsequently conveyed in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

**18. Prices for ascertainment of Extras:** The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from or vary the works shown upon the drawings, or described in the specifications, or included in the Schedule of quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the 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 6 hereof or by the authority of the Bank's Engineer with the concurrence of the employer as herein, mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

(a) (i) The net rates or prices in the tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.

(b) The net prices of the original tender shall determine the value of the items omitted if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

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

(d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the districts provided that in either case, vouchers specifying the daily time (and if required by the Bank's Engineer, the workman's names) and materials employed be delivered for verification to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

(e) The measurement and valuation in respect of the contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in clause 22 hereof.

(f) It is further, clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates, supported by rate analysis worked out based on CPWD schedule of rate analysis or for items not available in CPWD schedule, based on the market rate with “actual cost basis”, plus 15% towards establishment charges, contractor’s overheads and profit. Such items will not be eligible for escalation.

(g) The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of the work if the quantities exceeds by more than 25% of the tender quantities, the quantity of such items executed, by the authority of the Engineer of the project and with the concurrence of the employer, in excess of 25% of the tender quantity shall be considered as extra item of work for which contractor shall submit fresh rates supported by rate analysis worked on actual cost basis +15% towards the establishment charges, contractor’s overhead & profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to

increase or decrease in prices or materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of employer, the contractor shall not be entitled to any claim on this account.

(h) Wherever the **basic rate/ basic price** for the material is specified, the contractor should furnish to the Employer for verifications all the paid bills. The purchase rate shall be got approved from the Bank’s Engineers before purchasing such materials. The adjustment in price of the materials shall be made only on the measured quantity with 15% towards Over heads and profit. The basic prices are ex- go down prices exclusive of GST. The contractor shall consider factors such as transport, handling, loading and unloading etc. while quoting the rates for such items.

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

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

**21. Defects after virtual completion:** Any defect, leakage, delamination, heaving up, shrinkage, settlement or other faults which may appear within the "Defects Liability / Performance Guarantee Period", stated in the Appendix hereto, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the 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 moneys due to the Contractor a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective

work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank's Engineer as provided in Clauses 13 and 23 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

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

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

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

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in the respect of this Contract.
- b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the contractor or under any Workman's Compensation Act in force.
- c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Bank's Engineer's Certificate provided that before any Certificate is issued, the Contractor shall upon request furnish, to the Bank's Engineer proof that all nominated Sub-Contractor's accounts, included in previous Certificates have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor.

d) The exercise of this power shall not create privacy of contract as between Employer and Sub-Contractor.

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

(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 or omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter-alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the building and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Employer 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.

(ii) 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 Employer, an **All Risk Policy** for Insurance for the full amount of the contract including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the employer before commencing the works. In case of non-submission of the same by the contractor, the employer shall obtain such insurance at contractor's cost.

(iii) 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 of third parties.

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

(v) In default of the contractor insuring as providing above, the employer may so insure and may deduct the premiums paid from any moneys 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 Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

(viii) Without prejudice to the other rights of the employer against contractor in respect of such default, the employer 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 employer and which are payable to the contractor under this clause.

(ix) The Contractor shall upon settlement by the insurer pursuant to a policy taken under this

clause, proceed with due diligence to re-build or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for re-building 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's Engineer may deem fit, but shall, however, not be entitled to reimbursement by the employer 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 employer such policies. The contractor shall not permit a **nominated sub-contractor to commence work at the site unless the said insurance policies are submitted**. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

**26. Date of commencement and completion:** The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Bank's Engineer may desire to delay on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

**27. Liquidated Damage for non-completion:** If the Contractor fails to complete the works within the stipulated time as in the Appendix or within any extended time under Clause 28 hereof and the Bank's Engineer certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said work shall so remain incomplete and the employer may deduct such damages from any moneys due to Contractor.

**28. Delay and Extension of time:** If in the opinion of the Bank's Engineer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by

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

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

**30. Termination of Contract by the employer:**

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

(ii) Or if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor or shall suffer any payment under this Contract to be attached by or on behalf of any of the

creditors of the Contractor.

(iii) Or shall assign or 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 of which may become due to the Contractor hereunder.

(iv) Or if the Bank's Engineer shall certify in writing to the Employer that the Contractor,

i. Has abandoned the Contract, or

ii. Has failed to commence the works, or has without any lawfulexcuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer notice to proceed or

iii. Has failed to proceed with the works with such due diligenceand failed to make such due progress as would enable the works to be completed within the time agreed upon or Has failed to remove materials from the site or to pull down and replace work for seven days after receiving the Bank's Engineer written notice that the said materials or work were condemned and rejected by Bank's Engineer under these conditions, or

iv. Has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this Contract to beobserved 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.

(v) Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' noticein writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shallcontinue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying uponthe premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing of the work using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient

the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

### **31. Termination of Contract by the Contractor:**

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 18 hereof.

### **32. Certificates & payments:**

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

in Appendix as 'Total "Retention Money' after which time instalments shall be up to the full value of the work subsequently so executed and fixed in the building. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineer 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 to be issued in writing by the Bank's Engineer at the expiration of the period referred to as the 'Defect Liability Period' in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under Clause 2 and 21 not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

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

(e) No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to

insure the works and keep them insured till the issue of the Virtual Completion Certificate.

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

**33. Delayed Payment:** Any amounts payable by the Employer to the Contractor in pursuance of any certificate given by the Bank's Engineer hereunder shall, if not paid within the 'Period of honoring certificates' named in the Appendix, carry interest at the rate named in the Appendix as the 'Rate of Interest for delayed payment' from the date upon which such sum ought to have been paid by the Employer until the payment.

**34. Matters to be finally decided by the bank:** 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, 20,28 (a,c,d,e,f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

**35. Settlement of Disputes through Arbitration:**

(a) All disputes and difference of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Employer with respect to any of the exempted matter shall be final and without appeal as stated in Clause 34 hereof. But if the contractor be dissatisfied on any other matter, the contractor may within 28 days after receiving notice of such decision upon, shall submit in writing for arbitration. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

(b) The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the exempted matters, referred to in the preceding Clause, and to determine all matters indispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

(c) 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 their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement of compromise.

(d) Upon any such reference, the decision on the cost incidental to thereference and award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between party and party, and shall direct by whom and whom and in what matter the same shall be borne and paid.

(e) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators is given, abide by the decision of the Employer. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Employer'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 by any of the persons or organization as appointed by the employer and the final bill of the Contractor including all supporting vouchers, abstracts, etc. If as a result of this examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recovery the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the RESERVE BANK OF INDIA.

**37. Employer entitled to recover 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 to the Contractor under this contract or otherwise. 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 for all cost for which the Employer might become liable in consequence of contesting such claim.

**38. Abandonment of Works:** If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer 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. Right of Employer to terminate the contract in the event of death of contractor or individual:** Without prejudice to any of the right 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.

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

Date: \_\_\_\_\_ Signature of Contractor with seal

Place: \_\_\_\_\_ Name and Address:

*Accepted with Digital Signature Certificate*

## 5.2 Appendix Hereinbefore Referred To

1	Defects Liability / Performance Guarantee Period.	<b>1 Year</b> from the date of Virtual Completion of the work.
2	Period of Final Measurement.	01 month from the date of Virtual Completion of the work.
3	Date of commencement.	Within 10 days from the date of written order to commence the work (inclusive of the date of order).
4	Date of completion.	<b>45 days</b> which shall be reckoned from the 10 <sup>th</sup> day of issue of written order to commence the work(inclusive of the date of order).
5	Rate of Liquidated Damages.	<b>0.25% of the contract value</b> per week for the period for which the work remains incomplete beyond the stipulated period of completion subject to the ceiling of 10% of the contract value.
6	Value of works for Interim Certificates/ Running account bills.	₹. 10 Lakh
7	Earnest Money Deposit.	₹. 26,380/- by each bidder
8	Performance Security Bank Guarantee	For 3% of the accepted 'Contract Value', valid for the contract period + 3 months.
9	Retention Money Deposit.	5% from every bill.
10	Release of Total Security Deposit / Retention Money	<ul style="list-style-type: none"> <li>Performance Security Bank Guarantee for 3% of the accepted Contract Value on virtual completion of work and settlement of final bill.</li> <li>Retention Money @ 5% deducted from each bill without any interest, will be released by the Employer after the expiry of the Defect Liability Period subject to the satisfactory rectification of all defects pointed out during the Defect Liability Period</li> </ul>
11	Period for honouring certificates of payment	30 Days for Running Account bills and 45 days for Final bill, from the date of receipt of invoice
12	Interest for delayed payment	3% simple interest per annum.

Date:

Signature of Contractor with seal

Place:

Name and Address:

*Accepted with Digital Signature Certificate*

## 6 Special Conditions of the Contract

- 1) The fixing work shall be carried out on in the **Second floor** in the Old Hostel block of Reserve Bank Staff College, Chennai. Work shall be permitted to be carried out in a manner as decided by the Bank's Engineer. Working beyond regular office hours and holidays may be required and permitted as decided by the Employer. Hence, Contractor should plan the activities accordingly to ensure that work is executed without causing any hindrance/ disturbance to the working staff in the premises.
- 2) Contractors shall acquaint themselves of the security procedures of Reserve Bank Staff College. 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.
- 3) The intending tenderers are advised to inspect the site to acquaint themselves about the scope of work and seek clarifications regarding the drawings, provisions / specifications, etc. if any, from the Bank's Engineer on any working day before quoting their rates.
- 4) The workmen will not be allowed to stay within the premises beyond working hours.
- 5) The water and electricity required for the installation work or for workmen may be taken free of cost from the available sources/points in the premises. However, the contractor has to make all necessary arrangements for taking the water or supplying power to the required locations from the available points at his own cost.
- 6) Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
- 7) The material required for the work are to be taken to the work place through the staircase without any damages to the buildings and least disturbance to other occupants of the building.
- 8) The debris/dust or any wastage generated out of the work shall be cleaned on a day to day basis including staircase, passages affected/used by the labourers at no extra cost. The entire debris/waste material shall be taken out of the Employer's premises as and when directed by the Bank's Engineer. The contractor will be solely responsible if any debris is noticed by the Municipal Corporation authorities and penalty levied.

- 9) Work shall be executed using makes / brands of materials / chemicals stipulated 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 what so ever shall be entertained in this regard.
- 10) The contractor shall submit shop drawings of the modular wardrobe to be supplied and installed. The fabrication work shall be commenced only after these drawings are approved by the Employer.
- 11) The Contractor shall be responsible for safety & security of their workers/materials / labour & fire safety at all the times as per the Safety & Fire Safety Codes provided hereof. He shall also take necessary fire prevention steps at all the times.
- 12) Any damages caused to the Employer's property or residents' property by the contractor or his workers, the same shall be repaired/ rectified by the contractor at his own cost.
- 13) Extreme care shall be taken by the contractor to protect existing fittings/ fixtures/ structure / finishes. Any damages caused during the execution of the work shall be made good by the contractor at his own cost.
- 14) The contractor has to arrange for the samples of all the items required for the work to seek Employer's approval at his own cost before proceeding with bulk purchase. However, approval from the Employer does not absolve the Contractor of the responsibility to provide quality material as per tender conditions. The Contractor shall produce any purchase bills, vouchers, test certificates etc., as and when demanded by the Employer for verification.
- 15) Programme should be submitted before commencement of work so as to enable the Employer to intimate occupants and other agencies in advance for smooth working and better progress and the time schedule should be strictly adhered to.
- 16) Contractor shall procure the required quantity of the materials before commencement of work. He shall make his own arrangements for storing of their materials at site before installation.
- 17) The contractor shall employ a well experienced site supervisor to supervise day-to-day works. Such a person shall be capable of following the instructions of the Bank's Engineers and execute the works as per the specifications laid down in the Tender.

18) Mode of measurement shall be as prescribed in CPWD General Specifications of Works. Wherever it is not specifically stated it shall be as per IS 1200.

Date:

Signature of Contractor with seal

Place:

Name and Address:

*Accepted with Digital Signature Certificate*

## **7 Technical specifications and requirements for the work to be executed**

The scope of work covers fabricating, installing and testing of the work of '**Providing Modular Built in wardrobes in Old Hostel Building Rooms at Reserve Bank Staff College, Chennai - 600018**' in the existing pre-casted space in 13 rooms in accordance with drawings (if any) and specifications prepared by the Bank's Engineer and to the satisfaction of the Bank's Engineer.

### **The scope of work includes:**

- The Contractor shall submit detailed shop drawings with complete details.
- All the applicable Manufacturer test certificate/ batch test reports of the materials used in the work shall be submitted along with material samples for approval or during supply of material which may be sent for testing if required by the Bank's Engineer.
- Detailed work plan may be submitted by the Contractor well in advance before commencement of work in the factory to enable the Employer to plan a factory visit if so desired by the Employer to inspect the fabrication work.
- The work to be executed as detailed at 7.5 Technical Specification of Work and [Annexure IV](#) – Figure 1 – Indicative – Line Diagram
- All the debris arising out of work shall be cleared properly in a timely manner from the premises by the Contractor and the working space provided shall be cleaned properly to clear any dust or residues.
- The responsibility of safe custody of the material/ semi-finished product rests with the Contractor until completely finished product is handed over to the Employer completely.
- The contractor shall also submit the warranty certificates for a period of 5 years certifying the quality, sturdiness, stability, self-supportiveness and structural safety of the installed unit as a whole within ten (10) Calendar days of the completion of the work.

### **7.1 Quality**

Materials to be used for the work shall conform to relevant Indian/ International standards as far as procurable & best quality of their respective kinds as specified herein and shall be of approved make and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down, with the requirements of the latest edition of the relevant Indian/ International standards approved by the Bank's Engineer.

## **7.2 Inspection and testing**

All materials before being used in the Works shall be subjected to inspection and testing, if so required by Bank's Engineer, as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples required for all such tests as per relevant Standards shall be deemed to be included in the Contract rates. Cost of material testing, if any directed by the Engineer shall be reimbursed by the bank after submission of test reports and against original invoice. No materials shall be used in the works unless they have first been approved by the Engineer or his representative. Manufacturer test certificate/ Batch test reports as applicable for the material concern shall accompany the lot of material supplied at site which may be sent for testing if required by the Bank's engineer.

## **7.3 Samples**

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

## **7.4 Independent tests.**

Independent tests and analysis of any of the materials and the supplied finished product, if deemed required by the Bank's Engineer may be made from time to time by a Testing House or Analyst appointed by the Engineer / Employer in order to check the supplier's works. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective IS / International Codes. The contractor shall at his own expenses supply and deliver to an approved Testing House or Analyst such materials, as may be directed by the Bank's Engineer. Should the result of any test be unsatisfactory to the Bank's Engineer or his representative, the materials represented will be rejected. The testing of material (Third Party Test), if required by the Bank's Engineer shall be carried out through a Government / Approved Laboratory and the testing charges, as per actuals shall be reimbursed by the Employer on production of vouchers / paid receipt.

Wherever testing facilities are not available in India, the contractors shall submit the manufacturers' batch test certificates of the batch of material(s) used in the work.

## **7.5 Technical specification of work.**

### ***i. Materials and workmanship***

The contractor under this contract binds himself to use first class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the

defective work and redo the work at his own cost and risk. The decision of Employer regarding the quality/standard of workmanship shall be final and binding on the contractor.

Use of Green certified products shall be given preference.

**Plywood:** Plywood used for the work shall be **IS 710 Marine Premium grade plywood**

**Adhesives:** The adhesive used for bonding the veneer shall be of the hot press synthetic resin, phenol formaldehyde type (BWP) and shall conform to IS 848. Extender shall not be added to the adhesive by the plywood manufactures. Fillers, if used, shall not exceed 10 percent by mass of solid content of the glue.

**Laminates:** Should be of model, design, thickness and approved make of Laminates with High Gloss or textured finishing of Superior Quality and for external shutter areas and plain or coloured finish of Superior quality for all the internal members as per Employer's selection.

**Accessories:** Approved make and model of SS polished/ aluminum anodized/ SS/ brass fittings as per manufacturer specifications to be used.

**Lock:** Approved make and model of locks shall be fixed.

All the edge trimming should be done so as to produce smooth-edge chip-free work.

The protective film where applied should be removed as soon as the application is complete.

Refer [Annexure VI](#) for Figure: 1 - indicative – Line Diagram and Figure: 2 - details

**ii. Sampling:**

- Samples of all the materials and their batch test certificates for applicable materials may be submitted to the Employer prior to placing an order for commencement of factory fabrication work. Thus, approved samples shall be deposited at the Bank.

**iii. Carcass members:**

- The carcass/ box structure of the wardrobe used as backing shall be with at least 12mm thick plywood laminated on both sides with at least 0.8 mm thick balancing laminate of approved plain colour pressed on hot-press with approved adhesive.
- Laminates shall be used in full sheets on a face and no cut pieces/ jointing shall be accepted.
- All the exposed/ visible sides of the members (inside and outside) will be laminated with laminate of approved shade, colour and model.

- All the sides of the members facing the wall shall be laminated with any colour plain finished laminate of atleast 0.8 mm thick.
- All the edges to be sealed with PVC/ ABS edge tape of approved shade glued on automatic Edge banding machine using pre-milling operation using hot-melt glue.
- None of the plywood members shall be left bare without laminate or edge tape.
- It shall be ensured that none of the un-laminated plywood surfaces or edges comes in direct contact with the wall. All the edges of the members in direct contact with the wall left without laminate or edge tape at the joints, if the approved fabrication methodology so demands, shall be finished with wood primer of approved make and quality before fixing in position at site.
- The members shall be fixed to the walls with cabinet fasteners of approved make, type and quality.

**iv. Internal members**

- The internal members except the drawer unit of the wardrobe shall be with 18 mm thick plywood laminated on both sides with atleast 0.8 mm thick laminate of approved colour and plain design pressed on a hot-press with approved adhesives.
- The members of the drawer unit of the wardrobe shall be with atleast 12 mm thick plywood laminated on both sides with atleast 0.8 mm thick laminate of approved colour and plain design pressed on a hot-press with approved adhesives.
- Laminates shall be used in full sheets on a face and no cut pieces/ jointing shall be accepted.
- All the exposed/ visible sides of the members will be laminated with laminate of approved plain finished shade, colour and model.
- Handle and Soft close drawer slides/ channels of approved make and quality shall be used for the drawer unit. The drawer channels shall be corrosion resistant.
- Oval shaped Hanger rod of approved make, model and quality shall be used and shall be side mount with appropriate brackets on both sides.
- All the exposed edges to be sealed with PVC/ ABS edge tape of approved shade glued on automatic Edge banding machine using pre-milling operation using hot-melt glue.
- Concealed shelf supports of approved make, model and quality shall be used.

**v. Shutters**

- The shutters of the wardrobe shall be with 18 mm thick plywood laminated on both sides atleast 0.8 mm thick laminate of approved colour and plain design on the internal

side and with atleast 1.0 mm thick laminate of approved colour, shade, design and model on the external side pressed on a hot-press with approved adhesives.

- No cut pieces/ jointing of plywood shall be used in a single member.
- Laminates shall be used in full sheets on a face and no cut pieces/ jointing shall be accepted.
- All the externally exposed/ visible sides of the members will be laminated with laminate of approved shade, colour, design and model laminate. All the internal sides of the members will be laminated with approved colour and plain laminate.
- All the edges to be sealed with PVC/ ABS edge tape of approved shade glued on automatic Edge banding machine using pre-milling operation using hot-melt glue.
- At least 3 numbers of full turn hinges of approved make, model and quality shall be used on each shutter.
- The shutters shall be provided with 1 handle of approved design and quality on each side.
- One magnet holder and one tower bolt shall be provided at appropriate locations to facilitate proper locking.
- One lock of approved make and model shall be provided.
- All the accessories like handles, locks, magnets, bolts etc. shall be of approved make, type, design and quality and shall be fixed as per manufacturer specifications.

**vi. *Luggage slider***

- The space for luggage unit shall be provided with a slider using 18 mm ply laminated on both sides with atleast 1.0 mm thick laminate of approved colour and plain design pressed on a hot-press with approved adhesives.
- Handle and Soft close drawer slides/ channels with load bearing capacity of atleast 45 Kgs of approved make and quality shall be used for the luggage slider unit. The slider channels shall be corrosion resistant.
- All the exposed edges to be sealed with PVC/ ABS edge tape of approved shade glued on automatic Edge banding machine using pre-milling operation using hot-melt glue.
- No cut pieces/ jointing of plywood shall be used in a single member.

**vii. *Draw type shoe rack***

- The portion below the shutters shall be provided with drawer type shoe rack with soft close drawer slides/ channels of approved make.

- The members of the drawer unit of the wardrobe shall be with atleast 12 mm thick plywood laminated on both sides with atleast 0.8 mm thick laminate of approved colour and plain design pressed on a hot-press with approved adhesives.
- The external facia of panel of the shoe rack drawer unit shall be with 18 mm thick plywood laminated on both sides with atleast 0.8 mm thick laminate of approved colour and plain design on the internal side and with atleast 1.0 mm thick laminate of approved colour, shade, design and model on the external side pressed on a hot-press with approved adhesives
- Laminates shall be used in full sheets on a face and no cut pieces/ jointing shall be accepted.
- This portion shall be provided with one handle and grating of approved design and quality.
- All the exposed edges to be sealed with PVC/ ABS edge tape of approved shade glued on automatic Edge banding machine using pre-milling operation using hot-melt glue.
- No cut pieces/ jointing of plywood shall be used in a single member.

**viii. Wall panelling**

- The cupboards shall be provided with all-round border type wall panelling as indicated in the drawings with 18 mm thick plywood laminated with atleast 1.0 mm thick laminate of approved colour, shade, design and model.
- The wall panels shall be fixed on the walls with the help of screws of appropriate length and approved adhesives.
- The sizes of the wall panels in the given line diagram are indicative and shall be executed as per site conditions as instructed by the Engineer-in-Charge.
- The number of cut pieces/ jointing of plywood shall be kept to minimal, i.e., not more than 2 in one stretch/ side.

**Rate:**

The sizes indicated in the drawings or specifications are indicative only and the Contractor needs to ascertain the same after award of work and supply and install appropriate sizes. The rate shall include any such variation tolerance of upto +/- 1 inch on any side. This rate shall include all the surface preparation required to level if necessary in the available pre-cast space for fixing the wardrobe of the mentioned size as per site conditions free of cost by the Contractor all complete as per the instruction of the Engineer-in-Charge.

Positive variations beyond the above-mentioned tolerance shall not be paid, however, negative variations beyond the above mentioned tolerance, in this regard, if any shall be adjusted (i.e.

deducted) from the overall value of the work. Any variation approved by the Bank whether positive or negative on account of change in layout or quantities shall be adjusted (i.e. paid or deducted) respectively as per the respective tender clauses.

**Note:**

Scope of work may also include such other related works as indicated in the drawings and /or schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Engineer-in-Charge. All works shall conform in all respects to high standards of engineering, design and workmanship and shall, fulfil the anticipated performance during the Contractor's warranty period in a manner acceptable to the Bank.

**8 List of approved makes / manufacturers of materials.**

1. All materials to be used in the work shall strictly conform to the detailed technical specifications under each item.
2. They shall be of the best quality available in the market and conform to the relevant Indian / international standards.
3. If the approved brands mentioned are not available in the market, equivalent material with written approval of the Bank's Engineer 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.

<b>Sl. No.</b>	<b>Material.</b>	<b>Approved make / manufacturer.</b>
1.	Plywood	Archidply, Century, Greenply, or approved equivalent
2.	Laminate sheet	Greenlam, Merino, Century, Archid, AICASunmica or approved equivalent
3.	Adhesive	Fevicol or approved equivalent
4.	Locks	Godrej, Vijayan or approved equivalent
5.	Fasteners & screws.	Hilti, MK, Armstrong, Saint Gobain, Ebco or approved equivalent
6.	Sliding channels	Ebco, Hettich, Godrej or approved equivalent
6.	Hardwares/ Accessories	Ebco, Hettich, Godrej or approved equivalent

*Accepted with Digital Signature Certificate*

## **Annexure I – Guidelines for e-Procurement**

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

### **Process of E-tender:**

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

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

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

### **Contact person (RBI):**

1. Shri. Sunil M R (Manager, Estate Cell)  
044-24302728
2. Shri Godwin Justin (AM, Estate Department)  
044 - 24302729 ([godwinjustin@rbi.org.in](mailto:godwinjustin@rbi.org.in))
3. Smt. Haarika Reddy K (Assistant Manager (Tech-Civil), Estate Cell)  
044-24302727

Email : [principalrbsc@rbi.org.in](mailto:principalrbsc@rbi.org.in)

### **Contact person (MSTC Ltd):**

1. MSTC Helpline numbers: 7338878731, 7338878732, 7338878733

2. Shri V. Ganesh Moorthy (9176616410)
3. Shri Shanmugam - 9176397264

Google hangout ID- (for text chat)-[mstceproc@gmail.com](mailto:mstceproc@gmail.com)

## **B) System Requirements:**

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

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

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

The Techno-commercial Bid and the Price Bid shall have to be submitted online at [www.mstcecommerce.com/eprchome/rbi](http://www.mstcecommerce.com/eprchome/rbi). Tenders will be opened electronically on specified date and time as given in the Tender.

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

## **Special Note towards Transaction fee:**

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT

or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

#### NOTE

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

Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their Email ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

#### **Bidding in e-tender:**

- a) **Earnest Money Deposit** for a sum of ₹. **26,380/-** shall be remitted to Bank Account of Reserve Bank Staff College. The account details for NEFT/RTGS transactions are as follows. Bidders are advised to remit EMD well in advance to avoid last minute hassle.

**Beneficiary Name: RBSC CHENNAI**

**IFSC: RBIS0SCPA01**

**Account No.: 186003001**

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

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [principalrbsc@rbi.org.in](mailto:principalrbsc@rbi.org.in).

EMD shall also be submitted in the form of Bank Guarantee ([Annexure IV](#)) at the Estate Cell, Reserve Bank Staff College, Chennai - 18. A tender which is not accompanied by such EMD will not be considered. Scanned copy of EMD shall be uploaded in MSTC site.

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

- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → *e-procurement* → *PSU/Govtdepts* → *Login under RBI* → *My menu* → *Auction Floor Manager* → *live event* → *Selection of the live event*.
- d) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids
- f) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.

- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

**No deviation of the terms and conditions of the tender document is acceptable.**

Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

**Vendors are requested to quote item rates for each item in Part II (Price-Bid) of the tender exclusive of GST. The system shall automatically calculate and add GST. The total amount calculated by the system, will be taken for arriving the L1 rates and the total Contract Value. No change in quoted rates will be accepted after opening of the tender.**

**MSTC portal will be available for uploading documents and rates on dates specified in the Schedule of Tender.**

**Annexure II – Format for Power of Attorney**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF  
Application/Proposal and Documents**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....  
(Name of the Bidder and  
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.  
..... (Name and  
residential address of Power of Attorney holder) who is presently employed with us and holding  
the position of ..... as our  
attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in  
connection with or incidental to our tender for “(Name of work) .....  
.....  
.....” including signing  
and submission of all documents and providing information / responses to Reserve Bank Staff  
College, representing us in all matters before Reserve Bank Staff College, and generally  
dealing with Reserve Bank Staff College in all matters in connection with our proposal for the  
said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant  
to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney  
shall and shall always be deemed to have been done by us.

**Note**

Power of Attorney should be properly stamped and notarized  
Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

(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 – Format for Performance Security Bank Guarantee**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**The Principal  
Estate Cell  
Reserve Bank Staff College  
Chennai**

Dear Sir / Madam,

**Name of Work:**.....

**Bank Guarantee For PERFORMANCE SECURITY DEPOSIT/ 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 Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of 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.

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

**Annexure IV – Proforma of Bank Guarantee for EMD/ Bid Security**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**The Principal**

**Estate Cell**

**Reserve Bank Staff College**

**Chennai**

Dear Sir / Madam,

**Name of Work:**.....

Ref: NIT/Advt.No.

Date:.....

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Marg, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (Hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer / Bidder) \_\_\_\_\_, (hereinafter called as 'the Tenderer / Bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in respect of EMD.

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 Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the 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

Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, 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. 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 Tenderer.

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 tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) Our liability under these 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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ (six months from the date of scheduled completion of the work) 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.

Yours faithfully,

For and on behalf of \_\_\_\_\_ Bank.

Authorised Official (with seal)

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

**Annexure V - Schedule of Quantities**

**For reference only – Do not quote in this sheet**

Sr. No.	Description of Item	Qty.	Unit
1	<p>Providing, fabricating and fixing factory laminated plywood modular wardrobes (using BWP premium grade plywood of 18 mm / 12 mm thick for different members - back, side, top, bottom, vertical &amp; horizontal shelves, shutters, drawer, etc.,) for dimensions available in various rooms and as shown in the drawing, built in the existing space available of overall size of 960mm (width) x 450 mm (depth) x 1850 mm (height) approximate as per the detailed specifications etc, complete and as directed by the Bank's Engineer.</p> <p>Laminate shall be of 1 mm (front side) / 0.8 mm (balancing laminate) thick as per specifications of approved make and shade.</p> <p>Patch fittings / fixtures, hinges shall be of approved make.</p> <p>Work shall also include panelling the portion of wall in front side around the wardrobe.</p>	26	No.

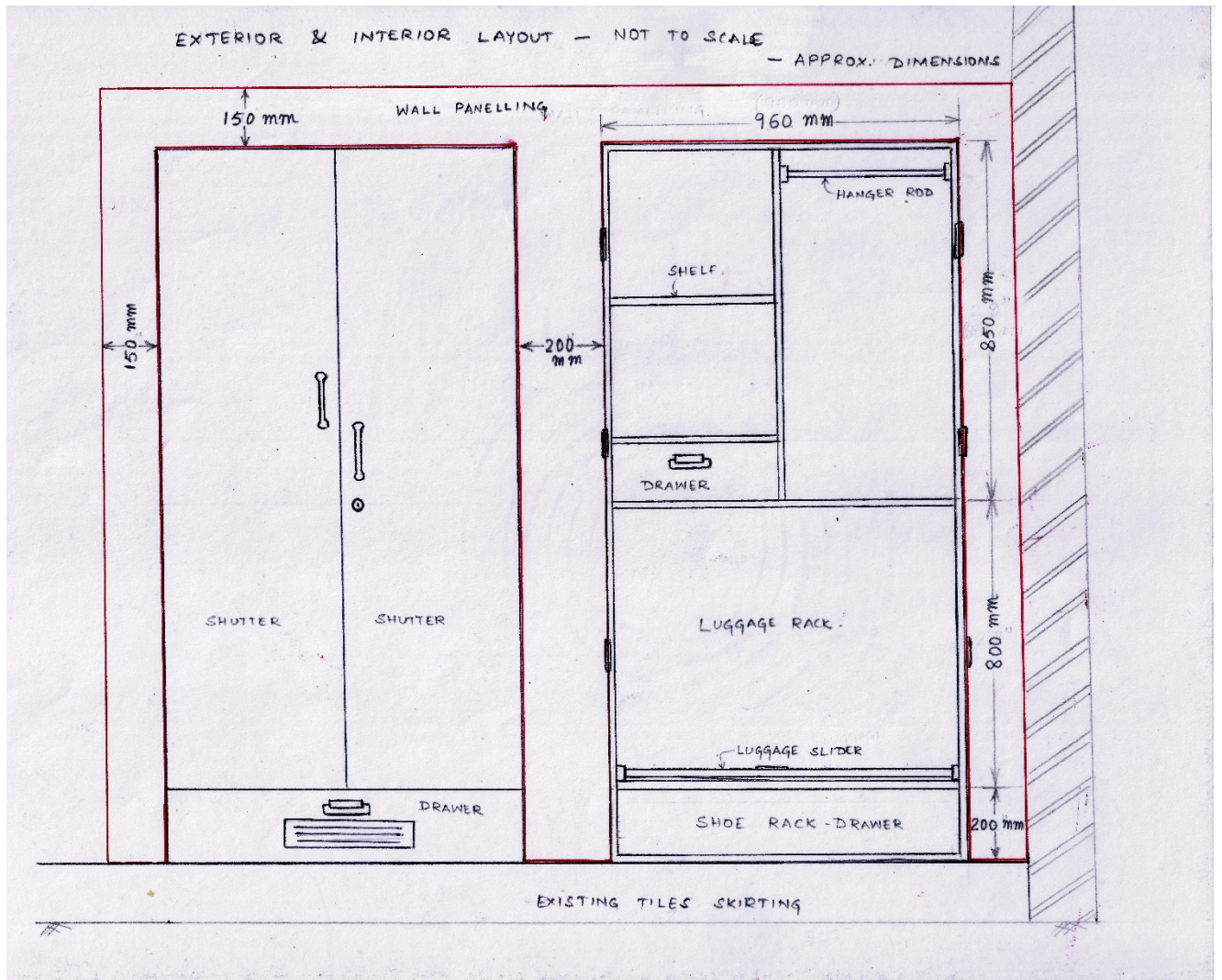
Date:

Signature of the contractor:

Place:

Name & Address of the firm:

**Annexure VI – Figure 1 – Indicative – Line Diagram**



**Approx. dimensions:** 960mm (width) x 450 mm (depth) x 1850 mm (height)

**Figure 2 – Details**

