



भारतीय रिजर्व बैंक
संपदा विभाग
अहमदाबाद

निविदा आमंत्रण सूचना (एनआईटी)
(केवल ई-खरीद के माध्यम से)
निविदा की अनुसूची (एसओटी)

ए. कार्य का नाम:	सुभाष ब्रिज और नवरंगपुरा बैंक क्वार्टर, अहमदाबाद में क्षतिग्रस्त आंतरिक सड़कों पर प्रीमिक्स कालोन उपलब्ध कराने, आपूर्ति करने और बिछाने का कार्य
बी. ई-निविदा संख्या	RBI/Ahmedabad Regional Office/Estate/2/23-24/ET/156
सी. निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (एमएसटीसी लि. की वेबसाइट https://mstcecommerce.com/eproc/ के माध्यम से आनलाइन भाग I – तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली)
डी. पार्टियों को एनआईटी डाउनलोड करने के लिए उपलब्ध होने की तारीख	नवंबर 01, 2023 सायं 06.00 बजे से
i) कार्य की अनुमानित लागत	₹39.37 लाख (रुपए उनतालीस लाख सैंतीस हजार मात्र)
ii) बयाना राशि जमा (ईएमडी)	₹78,740/- (रुपए अठहत्तर हजार सात सौ चालीस मात्र) को भारतीय रिजर्व बैंक, अहमदाबाद के पक्ष में एनईएफटी से जमा किया जाए। एमएसएमई सदस्यों को कोई छूट नहीं दी जाएगी। (सभी बोलीदाताओं द्वारा निविदा के भाग-I के साथ यह राशि एनईएफटी द्वारा भारतीय रिजर्व बैंक के पक्ष में जमा की जानी है।) एनईएफटी के लिए बैंक के ब्योरे इस प्रकार हैं:- खाते का नाम : Reserve Bank of India, Ahmedabad खाता संख्या : 186003001 आईएफएस कोड : RBIS0AHPA01 (कृपया आईएफएससी कोड के 5 ^{वें} और 10 ^{वें} अक्षर को "शून्य" के रूप में पढ़ें)
iii) लेनदेन शुल्क	लेनदेन शुल्क सीधे एमएसटीसी वेबसाइट पर जमा किया जाए। लेनदेन शुल्क वापसी योग्य नहीं है।
महत्वपूर्ण लेख:	लेन-देन शुल्क का भुगतान एमएसटीसी पेमेंट गेटवे के माध्यम से या तो एनईएफटी/आरटीजीएस द्वारा चालान के माध्यम से या एमएसटीसी लिमिटेड के पक्ष में नेट बैंकिंग/डेबिट कार्ड/क्रेडिट कार्ड के माध्यम से ऑनलाइन किया जाए। भुगतान प्राप्त होने पर, सिस्टम स्वचालित रूप से भुगतान को अधिकृत कर देगा।

	एमएसटीसी लिमिटेड के पक्ष में ऑनलाइन भुगतान द्वारा किया जा सकता है। भुगतान प्राप्त होने पर, सिस्टम स्वचालित रूप से भुगतान को अधिकृत कर देगा।
ई. एनईएफटी के माध्यम से बयाना जमा (ईएमडी) जमा करने की अंतिम तिथि। एफटी	दिसंबर 04, 2023 दोपहर 02.00 बजे तक या उससे पहले
एफ. एमएसटीसी लिमिटेड, वडोदरा के पक्ष में एनईएफटी के माध्यम से लेनदेन शुल्क जमा करने की अंतिम तिथि	ई-निविदा के समापन की अंतिम तिथि से 1 (एक कार्य दिवस) पहले
जी. https://mstcecommerce.com/eproc/ पर ऑनलाइन तकनीकीवाणिज्यिक बोली और मूल्य बोली जमा करने के - रू होने की तिथि। लिए ई-निविदा श	नवंबर 23, 2023 प्रातः 11:00 बजे
एच. तकनीकीवाणिज्यिक बोली और मूल्य बोली जमा करने- के लिए ऑनलाइन ईनिविदा बंद करने की तिथि-	दिसंबर 04, 2023 दोपहर 02:00 बजे या उससे पहले
आई. तकनीकी-वाणिज्यिक बोली और मूल्य बोली खोलने की तिथि और समय	दिसंबर 04, 2023 दोपहर 03:00 बजे
जे. प्री बिड मीटिंग (ऑफलाइन) की तिथि और स्थान	नवंबर 22, 2023 प्रातः 11:30 बजे (बैठक भारतीय रिजर्व बैंक, अहमदाबाद के मुख्य कार्यालय भवन में चतुर्थ तल पर स्थित सभा कक्ष में आयोजित की जाएगी। इच्छुक प्रतिभागी उक्त स्थान एवं समय पर उपस्थित रहकर इस प्री-बिड मीटिंग में भाग ले सकते हैं)
<p>सूचना: यह नोटिस केवल जानकारी के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में उद्धृत करने के लिए खुला निमंत्रण नहीं है। इस निविदा में भागीदारी केवल निमंत्रण द्वारा है और चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अवांछित प्रस्तावों को अनदेखा किया जाएगा। हालांकि, भविष्य में ऐसी निविदाओं में भाग लेने की इच्छा रखने वाले ठेकेदार प्रक्रिया के अनुसार आरबीआई के साथ सूचीबद्धता के लिए आवेदन कर सकते हैं।</p>	



भारतीय रिजर्व बैंक
RESERVE BANK OF INDIA

RBI/Ahmedabad Regional Office/Estate/2/23-24/ET/156

ई-निविदा

सुभाष ब्रिज और नवरंगपुरा बैंक क्वार्टर, अहमदाबाद में क्षतिग्रस्त आंतरिक सड़कों पर प्रीमिक्स कालीन उपलब्ध कराने, आपूर्ति करने और बिछाने का कार्य

E - TENDER FOR

Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad

निविदाकर्ता का नाम /

Name of the Tenderer: _____

पता /Address : _____

Last date of Submission: December 04, 2023 on or before 02:00PM

यह दस्तावेज भारतीय रिजर्व बैंक (आरबीआई) की संपत्ति है। उक्त प्रयोजन के लिए आरबीआई को जवाब देने के उद्देश्य को छोड़कर, आरबीआई की लिखित अनुमति के बिना इसे इलेक्ट्रॉनिक या अन्य किसी भी माध्यम पर कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता है। इस दस्तावेज़ की सामग्री का उपयोग, यहां तक कि अधिकृत कर्मियों / एजेंसियों द्वारा यहां निर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए, सख्ती से निषिद्ध है और कॉपीराइट उल्लंघन के बराबर होगा और इस प्रकार, भारतीय कानून के तहत दंडनीय होगा।

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अस्वीकरण

भारतीय रिज़र्व बैंक, संपदा विभाग, अहमदाबाद ने इच्छुक पार्टियों को इस परियोजना की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज तैयार किया है। जबकि भारतीय रिज़र्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और वह इसे सही मानता है, पर न तो भारतीय रिज़र्व बैंक और न ही इसका कोई प्राधिकारी या एजेंसी और न ही उनके संबंधित अधिकारी, कर्मचारी, एजेंट या परामर्शदाता इस दस्तावेज़ में निहित जानकारी या ऐसी कोई भी जानकारी जो इसके सहयोग से प्रदान की गई हो, उसकी पूर्णता या सटीकता के बारे में कोई वारंटी या किसी प्रतिनिधित्व, व्यक्त या निहित के बारे में कोई घोषणा करते हैं।

इस जानकारी के संपूर्ण होने का आशय नहीं है। इच्छुक पार्टियों को अपनी स्वयं की पूछताछ करने की आवश्यकता होती है और उत्तरदाताओं को लिखित रूप में यह पुष्टि करनी होगी कि उन्होंने ऐसा किया है और वे ई-निविदा प्रस्तुत करने में केवल भारतीय रिज़र्व बैंक द्वारा प्रदान की गई जानकारी पर ही आश्रित नहीं हैं। जानकारी इस आधार पर प्रदान की गई है कि यह भारतीय रिज़र्व बैंक या उसके किसी भी प्राधिकारी या एजेंसी या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या परामर्शदाता पर गैर-बाध्यकारी है।

DISCLAIMER

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

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non - binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

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संपदा विभाग
अहमदाबाद

निविदा आमंत्रण सूचना (एनआईटी)
(केवल ई-खरीद के माध्यम से)

निविदा की अनुसूची (एसओटी)

ए. कार्य का नाम:	सुभाष ब्रिज और नवरंगपुरा बैंक कार्टर, अहमदाबाद में क्षतिग्रस्त आंतरिक सड़कों पर प्रीमिक्स कालीन उपलब्ध कराने, आपूर्ति करने और बिछाने का कार्य
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एच. तकनीकीवाणिज्यिक बोली और मूल्य बोली - जमा करने के लिए ऑनलाइन ईनिविदा बंद करने - की तिथि		दिसंबर 04, 2023 दोपहर 02:00 बजे या उससे पहले
आई. तकनीकी-वाणिज्यिक बोली और मूल्य बोली खोलने की तिथि और समय		दिसंबर 04, 2023 दोपहर 03:00 बजे
जे. प्री बिड मीटिंग (ऑफलाइन) की तिथि और स्थान		नवंबर 22, 2023 प्रातः 11:30 बजे (बैठक भारतीय रिजर्व बैंक, अहमदाबाद के मुख्य कार्यालय भवन में चतुर्थ तल पर स्थित सभा कक्ष में आयोजित की जाएगी। इच्छुक प्रतिभागी उक्त स्थान एवं समय पर उपस्थित रहकर इस प्री-बिड मीटिंग में भाग ले सकते हैं)
<p>सूचना: यह नोटिस केवल जानकारी के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में उद्धृत करने के लिए खुला निमंत्रण नहीं है। इस निविदा में भागीदारी केवल निमंत्रण द्वारा है और चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अवांछित प्रस्तावों को अनदेखा किया जाएगा। हालांकि, भविष्य में ऐसी निविदाओं में भाग लेने की इच्छा रखने वाले ठेकेदार प्रक्रिया के अनुसार आरबीआई के साथ सूचीबद्धता के लिए आवेदन कर सकते हैं।</p>		

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
AHMEDABAD**

**NOTICE INVITING TENDER (NIT)
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)**

a. Name of Work:	Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad
b. E-Tender No	RBI/Ahmedabad Regional Office/Estate/2/23-24/ET/156
c. Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://mstcecommerce.com/eproc/ of MSTC Ltd.)
d. Date of NIT available to parties to download	November 01, 2023 from 06:00 PM onwards
i) Estimated Cost of Work	₹39.37 Lakh (Rupees thirty-nine lakh thirty-seven thousand Only)
ii) Earnest Money Deposit (EMD)	₹78,740/- (Rupees seventy-eight thousand seven hundred forty only) deposited through NEFT in favour of Reserve Bank of India, Ahmedabad. No exemption will be given to MSME members. (To be deposited by all bidders in the form of NEFT by a Scheduled Bank drawn in favour of the Reserve Bank of India) before commencement of work. The Bank details for NEFT are as under: A/c Name: Reserve Bank of India, Ahmedabad A/c Number: 186003001 IFS Code: RBIS0AHPA01 (Please read 5 th and 10 th character of IFSC Code as "Zero")
iii) Transaction Fee	Transaction fee is to be submitted directly at MSTC website. Transaction fee is non-refundable.
Important Note:	Payment of transaction fee through MSTC payment gateway either by NEFT/RTGS through challan or by Online payment through Net banking/Debit card/Credit card in favour of MSTC LIMITED. Upon receipt of payment, system will automatically authorize the payment.

e. Last date of submission of Earnest Money Deposit (EMD) through NEFT.	December 04, 2023 on or before 02:00 PM
f. Last date of submission of Transaction fee through NEFT in favour of MSTC Limited, Vadodara.	1 (one working day) before the last date of closing of e-tender.
g. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://mstcecommerce.com/eproc/	November 23, 2023 at 11:00 AM
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	December 04, 2023 on or before 02:00 PM
i. Date & time of opening of Techno-Commercial Bid & Price Bid.	December 04, 2023 on 03:00 PM
j. Date and Time of the Pre-Bid Meeting (Online)	November 22, 2023 at 11:30 am (The meeting shall be held at Meeting Room on 4 th floor of The Bank's Main Office Building in Ahmedabad. Participants who are willing to attend the Pre-Bid meeting are requested to remain present at aforementioned venue and date & time)

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

निविदा फॉर्म

स्थान _____
दिनांक _____

सेवा में,
क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
संपदा विभाग
अहमदाबाद
महोदय/महोदया,

हमने कथित निर्धारित ज्ञापन में निर्दिष्ट कार्य से संबंधित विनिर्देशों और मात्राओं की अनुसूची की सावधानीपूर्वक जांच की है और उक्त ज्ञापन में निर्दिष्ट कार्यों के स्थापना स्थल का दौरा किया है और जांच की है और निविदा को प्रभावित करने वाली आवश्यक जानकारी प्राप्त की है। हम एतद्वारा उक्त ज्ञापन में निर्दिष्ट कार्यों को उक्त ज्ञापन में निर्दिष्ट समय के भीतर मात्रा की संलग्न अनुसूची में उल्लिखित दरों पर और करार की शर्तों में निर्दिष्ट विनिर्देशों और निर्देशों, निविदाकारों को सामान्य निर्देश और विशेष शर्तें, यहां निर्दिष्ट शर्तें, विनिर्देश, डेटा शीट और मात्रा की अनुसूची और ऐसी सामग्री के साथ, जो अन्य सभी मामलों में, जहां तक वे लागू हो सकते हैं, के अनुसार सभी तरह से निष्पादित करने की पेशकश करते हैं।

ज्ञापन

(a)	कार्य का विवरण	सुभाष ब्रिज और नवरंगपुरा बैंक क्वार्टर, अहमदाबाद में क्षतिग्रस्त आंतरिक सड़कों पर प्रीमिक्स कालीन उपलब्ध कराने, आपूर्ति करने और बिछाने का कार्य
(b)	अनुमानित लागत	₹39.37 लाख
(c)	भुगतान की शर्तें	₹15 लाख का काम पूरा होने के बाद एक आर. ए. बिल
(d)	बयाना राशि	₹78,740/- (एमएसएमई सदस्यों को कोई छूट नहीं दी जाएगी।)
(e)	निष्पादन बैंक गारंटी	अनुबंध मूल्य का 5%
(f)	प्रतिधारण राशि(रु)	निष्पादित मूल्य का 5%
(g)	कार्यदिश जारी होने की तारीख के दस दिन बाद से कार्य पूर्ण करने की समय सीमा।	30 दिन

2. हम इस बात से भी सहमत हैं कि निविदा के भाग II के खुलने की तारीख से 90 दिनों तक बैंक द्वारा स्वीकृति के लिए हमारी निविदा वैध रहेगी और वैधता की इस अवधि को उस अवधि तक बढ़ाया जा सकता है जिस पर बैंक और हमारे बीच पारस्परिक रूप से लिखित सहमति हो। हम संलग्न प्रोफार्मा (अनुलग्नक I) के अनुसार, निविदा की वैधता की पूरी अवधि के दौरान बयाना राशि की बैंक गारंटी को वैध रखने के लिए भी सहमत हैं।

3. यदि यह निविदा स्वीकार कर ली जाती है, तो मैं/हम निविदा के सभी नियमों और शर्तों का पालन करने और उन्हें पूरा करने के लिए सहमत हैं और इसके डिफ़ॉल्ट रूप से, निविदा में निहित शर्तों के साथ अनुबंध की लिखित स्वीकृति सहित आपको या आपके उत्तराधिकारियों, या समनुदेशितियों या नामितियों को ऐसी राशि जब्त करने और भुगतान करने के लिए सहमत हैं।

4. मैं/हम समझते हैं कि आप बिना कोई कारण बताए किसी या सभी ई-निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखते हैं। हमने ₹78,740/- की राशि बयाना राशि के रूप में भारतीय रिज़र्व बैंक के पास जमा कर दी है, जिस पर कोई ब्याज देय नहीं है। यदि अनुबंध के लिए कहे जाने पर हम इसे निष्पादित करने में विफल रहते हैं, तो हम इस बात से सहमत हैं कि हमारी यह राशि भारतीय रिज़र्व बैंक जब्त कर लेगा।

5. निविदा केवल एमएसटीसी पोर्टल की ई-खरीद के माध्यम से प्रस्तुत की जाए।

तारीख - 2023.

कृते और मैसर्स --- की तरफ से
(मुहर सहित हस्ताक्षर)

नाम:

पदनाम

स्थान :

तारीख :

उपरोक्त हस्ताक्षरकर्ता की पावर ऑफ अटॉर्नी की प्रमाणित सच्ची प्रतिलिपि एमएसटीसी पोर्टल में अपलोड की जानी चाहिए।

साक्षी

(1) नाम, पता एवं तारीख सहित हस्ताक्षर:

(2) नाम, पता एवं तारीख सहित हस्ताक्षर:

Form of Tender

Date: _____

Place: _____

To,
The Regional Director
Reserve Bank of India
Estate Department,
Ahmedabad

Dear Sir / Madam,

We have carefully examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the Tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad
(b)	Estimated cost	₹39.37 Lakhs. (Rupees thirty-nine lakhs thirty seven thousand only)
(c)	Terms of payment (Interim Payment)	One R.A. bill after completion of work of ₹15.00 Lakhs.
(d)	Earnest Money	₹78,740/- (Rupees seventy-eight thousand seven hundred forty only.) (No exemption will be given to MSME members.)
(e)	Performance Bank Guarantee	5% of contract value
(f)	Retention Money (Rs.)	5% of executed value
(g)	Time allowed for completion of work from tenth day from the date of issue of work order.	30 days

2. We also agree that our tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part II of the tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annexure I](#)).

3. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor. We will deposit a sum of **₹78,740/-** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The tender submitted will be only through e-procurement of MSTC Portal.

Dated this _____ day of _____ 2023.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be uploaded in MSTC portal).

Witnesses

(1) Signature with

Name, address and date

(2) Signature with

Name, address and date

Section I

Important Instructions Regarding E-tender

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

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

1. **Process of E-Tender:**

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT

<https://mstcecommerce.com/eproc/>

1) Vendors are required to register themselves online with www.mstcecommerce.com → Vendor Login → Register → 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 while filling the registration form.

In case of any clarification, please contact MSTC/RBI, AHMEDABAD, (before the scheduled time of the e-tender).

1. Contact person (MSTC): MSTC Vadodara

Ms. Megha Sinha,
megha@mstcindia.co.in

Ph-0265- 960354/0265-
2960379/0265-2960385;
extension 205, 7044067736

Shri Marut Saha

vadopn3@mstcindia.in

Ph-0265-2960354/2960379/2960385,
Extension 204, 8420178283

Contact person (RBI Ahmedabad):

Shri Nitin Dolare, AGM (Estate)
ndolare@rbi.org.in
079-27543008/9826071724

M. M. Pathak, Manager
mmpathak@rbi.org.in
079 - 27548424 / 9619515013

B) System Requirement:

- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

	<p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eproc/.</p>
2.	<p>Part I Techno-Commercial bid and Part II Price bid will be opened electronically on specified date and time as given in the NIT.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: Payment of Transaction fee by NEFT in favour of MSTC Limited. The details, format etc., for sending Transaction fee by NEFT to MSTC is detailed below.</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login.</p> <p>Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, Ahmedabad as advised in the NIT. Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Ahmedabad and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, AHMEDABAD as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC.</p>

	(i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website https://mstcecommerce.com/eproc/ of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary Transaction fee separately for the e-tender. Transaction fees are non-refundable.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website https://mstcecommerce.com/eproc/ → Vendor Login → My menu → Auc Floor Mgr. → live events → Selection of the live event → Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid. (For details refer vendor guide& FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p>NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re-submit the bid then he/she should click delete bid and resubmit the same and again click final submission</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer</p>

	<p>and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER / CONTRACTOR.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, AHMEDABAD has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website https://mstcecommerce.com/eproc/ and of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15.	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, Punitive action including suspension and banning of business can also be taken against defaulting bidders.

करार की शर्तें Articles of Agreement

यह करार एक पक्ष के रूप में भारतीय रिजर्व बैंक के केंद्रीय कार्यालय मुंबई 400 001 (इसके बाद "नियोक्ता" कहा जाता है) के एक भाग और दूसरे भाग के _____ (इसके बाद "ठेकेदार" कहा जाता है) के बीच _____ के अनुबंध के लेख बनाए गए।

जबकि नियोक्ता "सुभाष ब्रिज और नवरंगपुरा बैंक क्वार्टर, अहमदाबाद में क्षतिग्रस्त आंतरिक सड़कों पर प्रीमिक्स कालीन उपलब्ध कराने, आपूर्ति करने और बिछाने का कार्य" के लिए इच्छुक है तथा किए जाने वाले कार्य की विशिष्टताओं को दर्शाया है। तथा कार्य को दर्शाने और कार्य का वर्णन करने वाले विनिर्देशों और मात्राओं की अनुसूची पर पक्षकारों द्वारा या उनकी तरफ से हस्ताक्षर किए गए हैं।

तथा जबकि ठेकेदार शर्तों के अधीन आगे इसमें निर्धारित शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों, यथासंशोधित एवं अंतिम रूप से दोनों पक्षों का मान्य, (जिन्हें इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा जाएगा) के अनुसार कार्य को, जो उक्त ड्राइंग तथा/अथवा उक्त विनिर्देश में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, उसमें निर्धारित दर पर गणना की गई कुल राशि पर या उसके अंतर्गत ऐसी अन्य देय राशि पर (इसके बाद इसे "उक्त संविदा राशि" कहा जाएगा) कार्य करने के लिए सहमत है।

एतद् द्वारा अब निम्न तरह से सहमति है:-

1. उक्त अनुबंध राशि को समय पर और उक्त शर्तों में निर्धारित तरीके से भुगतान करने पर विचार करते हुए, ठेकेदार उक्त शर्तों के अधीन और उक्त विनिर्देशों और मात्राओं की अनुसूची में वर्णित कार्य को निष्पादित और पूरा करेगा।

2. नियोक्ता, ठेकेदार को उक्त संविदा राशि अथवा समय-समय पर देय होने वाली अन्य राशि उक्त शर्तों में विनिर्दिष्ट तरीके से अदा करेगा।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India having its Central Office at Mumbai 400 001 (hereinafter called "the Employer") of the _____ one _____ part _____ and _____ (hereinafter called "the Contractor") of the _____ other part.

WHEREAS the Employer is desirous of **Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad** and has caused specifications and schedule of quantities describing the work to be done. AND WHEREAS the said specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS

In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions, execute and complete the work described in the said Specifications and the Schedule of Quantities.

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. यहाँ वर्णित उपर्युक्त शर्तों के अनुसार, सहायक महाप्रबंधक (संपदा विभाग) नियोजक की तरफ से कार्य करेंगे।

4. उक्त शर्तें और साथ में दी गई परिशिष्ट इसके साथ पढ़े जाएँगे और इस करार का हिस्सा माने जाएँगे और संबंधित पक्ष इस करार की उक्त शर्तों तथा संबंधित पत्राचार का पालन करेंगे और उक्त शर्तों के अनुसार क्रमशः अपनी ओर से करार का पालन करेंगे।

5. इसमें उल्लिखित करार एवं दस्तावेज इस संविदा के आधारभूत घटक होंगे।

6. यह संविदा न तो एक निर्धारित एकमुश्त संविदा है और न ही कोई आंशिक कार्य संविदा है, बल्कि यह संपूर्ण कार्य " **सुभाष ब्रिज और नवरंगपुरा बैंक क्वार्टर, अहमदाबाद में क्षतिग्रस्त आंतरिक सड़कों पर प्रीमिक्स कालीन उपलब्ध कराने, आपूर्ति करने और बिछाने का कार्य**" के लिए संविदा है जिसका भुगतान वास्तविक रूप से किए गए कार्य की मात्रा तथा संभावित मात्रा के लिए कार्य की अनुसूची में उद्धृत दरों से या उक्त शर्तों में वर्णित किए गए अनुसार किया जाएगा।

7. ठेकेदार ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुए किसी भी नुकसान की भरपाई करेगा।

8. नियोजक के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की प्रकृति बदलने, कोई मद जोड़ने या किए गए काम की मद को निकालने या उसके कुछ हिस्सों को बनाए रखने का अधिकार सुरक्षित होगा। तथापि, निविदा में उल्लिखित मात्रा से अधिक कार्य करने के लिए बैंक के इंजीनियर द्वारा लिखित में अनुमोदित किए बिना किसी भुगतान का पात्र नहीं होगा।

9. समय को इस संविदा के सार के रूप में माना जाएगा और ठेकेदार कार्य-आदेश पत्र की तारीख के ____ वें दिन से काम शुरू करने और पूरे काम को ____ दिन के भीतर पूरा करने के लिए सहमत होता है, फिर भी प्रावधानों के अधीन (यानी समझौते के विलेख के माध्यम से या पत्रों / ईमेल के आदान-प्रदान द्वारा) जैसा कि पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है, लिखित रूप में समय के विस्तार पर विचार किया जा सकता है।

In the said conditions hereinbefore mentioned, the AGM (Estate) shall act on behalf of the Employer.

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.

The agreement and documents mentioned herein shall form the basis of this contract.

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but it is a Contract to carry out the work in respect of **"Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad"** to be paid for according to actual measured quantities at the rates contained in the Schedule of rates and probable quantities or as provided in the said Conditions.

The Contractor shall make good any damages done to walls, floors etc. after the completion of such works.

The Employer reserves to itself the right of altering the 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. However, no work shall be eligible for payment beyond the quantity mentioned in the tender, without being approved in writing by the engineer of the bank.

Time shall be considered as the essence of the contract and the contractor hereby agrees to commence the work from ____th day of date of work award letter and to complete the entire work within ____ days subject nevertheless to the provisions for extension of time in writing by such form (i.e. by way of a deed of agreement or by exchange of letters/ emails) as may be mutually decided by the parties.

10. इस संविदा के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिज़र्व बैंक, अहमदाबाद में किए जाएंगे।

All payments by the Employer under this contract will be made only at Ahmedabad.

11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद को अहमदाबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार अहमदाबाद में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Ahmedabad and only Courts in Ahmedabad shall have jurisdiction to determine the same.

12. इस संविदा को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है।

This Contract has been read by the Contractor fully and understood by the Contractor.

(भाग-II /Section-II)

“सुभाष ब्रिज और नवरंगपुरा बैंक क्वार्टर, अहमदाबाद में क्षतिग्रस्त आंतरिक सड़कों पर प्रीमिक्स कालीन उपलब्ध कराने, आपूर्ति करने और बिछाने का कार्य”

Articles of Agreement for “Providing, supplying and laying premix carpet on damaged internal roads at Bank’s Quarters at Subhash Bridge and Navrangpura, Ahmedabad”

यह करार एक पक्ष के रूप में भारतीय रिज़र्व बैंक के केंद्रीय कार्यालय मुंबई 400 001 (इसके बाद "नियोक्ता" कहा जाता है) के एक भाग और दूसरे भाग के _____ (इसके बाद "ठेकेदार" कहा जाता है) के बीच _____ के अनुबंध के लेख बनाए गए।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Estate Department, Ahmedabad having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

जब कि नियोक्ता बैंक के स्टाफ क्वार्टर, “सुभाष ब्रिज और नवरंगपुरा बैंक क्वार्टर, अहमदाबाद में क्षतिग्रस्त आंतरिक सड़कों पर प्रीमिक्स कालीन उपलब्ध कराने, आपूर्ति करने और बिछाने का कार्य”

WHEREAS the Employer is desirous of **“Providing, supplying and laying premix carpet on damaged internal roads at Bank’s Quarters at Subhash Bridge and Navrangpura, Ahmedabad”** (hereinafter called “the said work”) and has specified the characteristics of the work to be done. AND WHEREAS the said specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

का इच्छुक है तथा किए जाने वाले कार्य की विशिष्टताओं को दर्शाया है। तथा कार्य को दर्शाने और कार्य का वर्णन करने वाले विनिर्देशों और मात्राओं की अनुसूची पर पक्षकारों द्वारा या उनकी तरफ से हस्ताक्षर किए गए हैं।

AND WHEREAS the Contractor has agreed to execute upon the subject work 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 and finally accepted by both the parties (all of which are collectively herein after referred to as "the said Conditions") the works

तथा जबकि ठेकेदार शर्तों के अधीन आगे इसमें निर्धारित शर्तों और विशेष शर्तों में निर्धारित शर्तों और कार्य की मात्रा की अनुसूची और संविदा की शर्तों, यथासंशोधित एवं अंतिम रूप से दोनों पक्षों का मान्य, (जिन्हें इसके बाद सामूहिक रूपसे के अनुसार (कहा जाएगा “उक्त शर्तें” कार्य को, जो उक्त विनिर्देश में वर्णित है और कार्य की मात्रा की अनुसूची में शामिल है, उसमें निर्धारित दर पर गणना की गई कुल राशि पर

या उसके अंतर्गत ऐसी अन्य देय राशि पर उक्त सं" इसके बाद इसे विदा राशिकहा " कार्य करने के लिए सहमत है। (जाएगा

एतद्वारा अब निम्नानुसार सहमति हुई है:

- i. यह करार _____ से लागू होगा और _____ अवधि तक लागू रहेगा अथवा जब तक कि निहित शर्तों के अनुसार इसे समाप्त नहीं किया जाता है।
- ii. उपरोक्त शुल्क स्थिर है एवं श्रम स्थितियों, विनिमय भिन्नता या किसी भी अन्य स्थिति के अधीन नहीं हैं।
- iii. उपरोक्त शुल्कों में बीमा शुल्क एवं कोई अन्य कर और शुल्क या अन्य आरोपित राशि भी शामिल हैं, चाहे वह भविष्य में केंद्र सरकार या राज्य सरकार या किसी स्थानीय प्राधिकारी द्वारा लगाया गया हो। इन दरों में जीएसटी में शामिल हैं।
- iv. ठेकेदार कार्य के दायरे एवं करार की शर्तों और शर्तों के अनुसार नियमित आधार पर सेवाएं प्रदान करने के लिए जिम्मेदार होगा।

ठेकेदार निम्नलिखित का अनुपालन करेगा:

- i. ठेकेदार प्रशिक्षित और सक्षम व्यक्तियों को तैनात करना सुनिश्चित करेगा जो शारीरिक रूप से स्वस्थ हो एवं कार्यों को सही रूप से करने के लिए किसी पुरानी या संक्रामक बीमारी से पीड़ित नहीं हैं।
- ii. ठेकेदार इस करार के तहत बैंकनियोक्ता / को आवश्यक सेवाएं प्रदान करने के उद्देश्य से उनके द्वारा नियोजित व्यक्तियों को वेतन, वैधानिक न्यूनतम मजदूरी एवं अन्य कानूनी बकाया के भुगतान के लिए जिम्मेदार और उत्तरदायी होगा।
- iii. ठेकेदार सुनिश्चित करें कि इस करार के तहत बैंक द्वारा आवश्यक सेवाओं के प्रतिपादन के लिए उनके द्वारा नियोजित सभी व्यक्तियों का भारत सरकार द्वारा मान्यता प्राप्त बीमा कंपनियों के साथ बीमा के तहत प्रावरित हों एवं इसके लिए बैंक द्वारा कोई अतिरिक्त भुगतान नहीं किया जाएगा। ठेकेदार किसी भी व्यक्ति, जानवरों या अन्य किसी भी चोट या क्षति के लिए जिम्मेदार रहेगा।

described in the said Specifications 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 be come payable there under (herein after referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms hereinafter contained.

The charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.

The charges also include Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority. Rates are inclusive of GST.

The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

The contractor shall:

Ensure to deploy trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.

Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank/employer under the agreement.

Ensure that all persons employed by him, for the purpose for rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.

iv. ठेकेदार को यह सुनिश्चित किया जाना है कि इस करार के तहत, उनके कर्मचारी, बैंक के परिसर में या अपने दायित्वों को निभाते समय बैंक द्वारा निर्धारित स्वच्छता, सज्जा, सुरक्षा, अच्छे व्यवहार और सामान्य अनुशासन के मानकों का पालन करेंगे। बैंक या बैंक द्वारा अधिकृत एजेंट ही यह आंकलन करेंगे कि ठेकेदार के कर्मचारी बैंक के उपयुक्त अनुशासन के मानकों का पालन कर रहे या नहीं।

v. ठेकेदार इस करार के तहत व्यक्तिगत रूप से और विशेष रूप से अपने कर्मचारियों के कार्य का पर्यवेक्षण करेगा ताकि यह सुनिश्चित हो सके कि प्रदान की गई सेवाओं को बैंक की संतुष्टि मुताबिक किया जा रहा है या नहीं।

vi. ठेकेदार सुनिश्चित करें कि ठेकेदार के कोई भी कर्मचारी निर्दिष्ट समय सीमा से अधिक बैंक के परिसर में नहीं रहेंगे या जब तक कि वह ठेकेदार के दायित्वों को पूरा करने के लिए उनकी आवश्यक न हो तब तक प्रवेश नहीं करेंगे।

vii. ठेकेदार बैंक या उसके परिसरों या उसके किसी भी हिस्से या किसी भी फर्नीचर या फीटिंग्स या चूक या या उनके कर्मचारियों या एजेंटों की लापरवाही के कारण होने वाली किसी भी क्षति के लिए उत्तरदायी होगा।

viii. ठेकेदार को बैंक के परिसर में कार्य कर रहे अपने कर्मचारियों या एजेंटों को पहचान पत्र की आपूर्ति करनी होगी। सभी कर्मचारी और एजेंट बैंक के परिसर में कार्य करते समय अपना पहचान पत्र को धारण करना आवश्यक रहेगा।

करार की समाप्ति

a). उपर्युक्त में बिना किसी अन्य बात को ध्यान दिए, बैंक अपने पूर्ण और पूर्ण विवेक के अनुसार, बिना कोई कारण बताए और बिना किसी मुआवजे के भुगतान किए, लिखित नोटिस द्वारा इस करार को समाप्त करने का हकदार होगा।

b). बैंक के मतानुसार ठेकेदार बैंक से कोई प्रश्न नहीं करेगा और यह ठेकेदार पर बाध्यकारी होगा और ठेकेदार बैंक की संतुष्टि के अनुसार (इसे निष्पादित नहीं करता है या इस करार को लागू करने से इनकार करता है।

c). ठेकेदार को इस करार एवं या किसी भी / नियम और शर्तों का उल्लंघन करता है।

Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank / employer shall be the sole judge as to whether or not the contractor and / or his employees have observed the same.

Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.

Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors' obligations.

Be liable for any damage caused to the bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.

Supply identity cards to his / her employees or agents who shall be doing the job at the Bank's premises. All the employees and agents should bear the identity card for all the times while they are working in the Bank's premises.

Termination of Agreement:

Without prejudice to what is contained here in above, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forth with by written notice without assigning any reason and without payment of any compensation, if

In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or

The contractor commits a breach of any terms and conditions of this agreement and / or

d). किसी भी कारण से कभी भी, ठेकेदार इस करार और या के तहत अपने दायित्वों को / निभाने में असफल हो जाए तब उसे इस करार के तहत वंचित कर दिया जाएगा।

e). यदि बैंक के लिखित अनुमोदन के बिना, ठेकेदार के व्यवसाय स्वामित्व साझेदारी या / प्रबंधन में कोई बदलाव कर दिया जाता है।

f). किसी भी कारणवश इस करार को समाप्त करने की स्थिति में, बैंक से मुआवजे के माध्यम से कभी भी, किसी नुकसान या अन्यथा ठेकेदार या उसके द्वारा नियोजित व्यक्ति या / उसके एजेंटों को किसी भी राशि या रकम के लिए अधिकार नहीं दिया जाएगा।

g). यहाँ निहित किसी भी बात के होते हुए, नियोक्ता को यह हक होगा कि ठेकेदार को सात दिनों की लिखित सूचना देते हुए इस (नोटिस) को निरस्त कर सकता है। (कॉन्ट्रैक्ट) संविदा देने पर (नोटिस) ऐसी सूचना माह के अंतिम दिन कारोबार की समाप्ति पर यह करार स्वतः निरस्त हो जाएगा। ऐसी स्थिति में इस संविदा के दूसरे के विरुद्ध – तहत कोई भी पार्टी एक कोई दावा नहीं करेगी अथवा किसी भी नुकसान या अन्य किसी भी बात के लिए दोनों पार्टियाँ किसी भी बाध्यता से मुक्त हो जाएँगी।

स्टाम्प शुल्क:

ठेकेदार इस करार के स्टाम्प शुल्क की लागत वहन करेगा। बैंक अपने पास इस करार की मूल प्रति रखेगा और ठेकेदार उसकी कॉपी को रखेगा।

(E). ठेकेदार उसके द्वारा नियोजित कार्य करने वालों को न्यूनतम मजदूरी का भुगतान सुनिश्चित करेगा।

(F). इस संविदा को ठेकेदार द्वारा पूरी तरह से पढ़ा और समझा गया है।

अपरिहार्य घटना:

दोनों में से कोई भी पार्टी दायित्वों के निर्वहन में किसी भी प्रकार के विलंब या उसके निर्वहन में विफल होने के उत्तरदायी नहीं होंगे यदि यह विलंब या विफलता निम्नलिखित में से किसी भी वजह अर्थात् (या तो भारत में या अन्यत्र हुई हो) प्राकृतिक आपदा, दैवीय कृत्य या कोई सरकारी कृत्य, अग्नि, भूकंप, विस्फोट, दुर्घटना, औद्योगिक विवाद, नागरिक उपद्रव या कोई भी घटना जो दोनों में से कोई एक पार्टी के नियंत्रण से बाहर हो, के कारण हुई हो। साथ ही, पार्टियाँ इस प्रकार

For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and / or

There is any variation in the ownership / partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

In the event of termination of this agreement for any reason whatsoever, the contractor /or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

Notwithstanding anything herein contained, the employer shall be entitled to terminate this contract by giving contractor at least 7 days' notice in writing. On giving of such notice this contract arrangement shall stand automatically terminated at the close of business as on last day of the month. In that event neither party shall have a claim against the other under this contract or for damages or otherwise, both parties will be discharged from their respective obligations.

Stamp Duty:

The contractor shall bear the cost of the stamp duty of this agreement. The Bank shall retain the original and the contractor shall retain the copy of the same.

The contractor shall ensure payment of minimum wages to the work men employed by him/her/ them.

This Contract has been read by the Contractor fully and understood by the Contractor.

Force Majeure:

If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labour strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable

के विलंब को कम करने के लिये सभी उचित प्रयास करेंगे। ऐसे विलंब अथवा विफलता को इस करार का उल्लंघन नहीं माना जाएगा।

यदि इस प्रकार की किसी घटना के कारण कार्यनिष्पादन नहीं किए जाने की अवधि 30 दिन से अधिक हो जाती है, तो जिस किसी पक्ष की कार्यनिष्पादन करने की क्षमता प्रभावित नहीं हुई है, वह लिखित नोटिस देकर इस करार को समाप्त कर सकता है।

(H). इस करार के तहत नियोक्ता द्वारा सभी भुगतान केवल अहमदाबाद में ही किए जाएंगे।

(I). उक्त संविदा राशि के भुगतान के प्रति, करार की शर्तों के अनुसार समय पर भुगतान किया जाएगा और उक्त शर्तों के अनुसार, ठेकेदार विशिष्टताओं और मात्राओं के तहत समय पर निर्धारित कार्य के अनुसार निष्पादन करेगा और उसके अधीन कार्य पूरा करेगा।

(J). नियोक्ता उक्त करार राशि या ऐसी अन्य राशि का भुगतान करेगा जो उस समय और उक्त शर्तों में निर्दिष्ट तरीके से देय होगा।

(K). उक्त शर्तों और परिशिष्ट को इस करार के भाग के रूप में पढ़ा और माना जाएगा और पक्षकार अपने निर्दिष्ट दायित्व का पालन करेंगे, उक्त शर्तों के साथ कार्यनिष्पादन करेंगे और करार में निहित उक्त शर्तों का पालन करेंगे। इस करार में वर्णित करार और दस्तावेज इस करार का आधार बनेंगे।

जुर्माना संबंधी खंड

टेंडर की शर्तों के अनुसार

चूंकि कॉलोनी/बैंक परिसर में पान/ गुटका चबाना मना है, आप यह सुनिश्चित करें कि बैंक परिसर में काम करने के दौरान आपका कोई कामगार / ठेका मजदूर इस नियम का उल्लंघन नहीं करे।

इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद को अहमदाबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार अहमदाबाद में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

performance under this Agreement to continue.

If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

All payments by the Employer under this contract will be made only at Ahmedabad. In consideration of the said contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the schedule of quantities.

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.

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. The agreement and documents mentioned herein shall form the basis of the contract.

Penalty Clause

As per tender terms

As chewing of Pan/Gutka, smoking in colony / Bank's premises is prohibited, you are advised to ensure that none of your workers / contract labours violates these rules while job in the colony / Bank's premises.

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Ahmedabad and only Courts in Ahmedabad shall have jurisdiction to determine the same.

नियोक्ता और ठेकेदार ने इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गई।

(यदि ठेकेदार एक साझेदारी फ़र्म या एक व्यक्ति हो)

नियोक्ता ने साक्ष्य स्वरूप अपने विधिवत अधिकृत अधिकारियों के माध्यम से हस्ताक्षर किए और ठेकेदार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई तथा इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

यदि ठेकेदार एक कंपनी हो

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

If the Contractor is a partnership or an individual

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

If the contractor is Company

हस्ताक्षर खंड	Signatures
भारतीय रिज़र्व बैंक ,अहमदाबाद की ओर से श्री ----- द्वारा हस्ताक्षरित एवं सुपुर्द	SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri _____
(नाम एवं पदनाम)	(name and designation)
इनकी उपस्थिति में हस्ताक्षर किए गए गवाह	in the presence of Witnesses
1). _____ पता _____ _____	1). _____ Address _____ _____
2). _____ पता _____ _____	2). _____ Address _____ _____

यदि पक्ष एक साझेदारी फ़र्म या एक व्यक्ति हो तो व्यक्ति की तरफ से या सभी साझेदारों की ओर से इस पर हस्ताक्षर किए जाएं।	If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.
----- - -की ओर से हस्ताक्षरित एवं सुपुर्द इनकी उपस्थिति में हस्ताक्षर किए गए	SIGNED AND DELIVERED BY THE_____by the hand of Shri _____ (name and designation)
इनकी उपस्थिति में हस्ताक्षर किए गए (गवाह)	in the presence of Witnesses
1). _____ _____ पता _____ _____	1). _____ _____ Address _____ _____
2). _____ _____ पता _____ _____	2). _____ _____ Address _____ _____

निम्नलिखित की उपस्थिति में दिनांक_____ को सम्पन्न निदेशक बोर्ड की बैठक में पारित अनुसरण में _____ की सामान्य मुहर लगाई गई।

गवाह

1) -----

2) -----

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) -----

यदि ठेकेदार अपनी सामान्य मुहर के तहत हस्ताक्षर करता है, तो मेमोरेन्डम ऑफ असोसिएशन के हस्ताक्षर खंड के साथ इसे मेल खाना चाहिए.

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

(1)

(2)

श्री

के माध्यम से ठेकेदार द्वारा

The Contractor by the hand of

खंड II - ठेकेदारों के लिए सामान्य निर्देश और विशेष शर्तें
Section II - General Instructions to Contractors and Special Conditions

1. (a) निविदाएं तैयार की जाएंगी और सभी अपेक्षित डेटा भरकर और एमएसटीसी पोर्टल पर सभी आवश्यक दस्तावेजों / संलग्नकों / संलग्नकों को अपलोड करके ऑनलाइन जमा किया जाएगा। निविदा का कोई अन्य तरीका स्वीकार नहीं किया जाएगा।

Tenders shall be prepared and submitted online by filling all requisite data and uploading all necessary documents/attachments/enclosures/annexures on MSTC Portal. Any other mode of tender will not be accepted.

(b) ई-निविदा एमएसटीसी पोर्टल पर दिसंबर 04, 2023 के दोपहर 02:00 बजे के बाद नहीं जमा की जाएगी। निविदाएं उसी दिन दोपहर 03:00 बजे को खोली जाएंगी।

E-tender shall be submitted on MSTC portal not later than 02:00 PM on December 04, 2023. Tenders will be opened on the same day at 03:00 PM.

2. (a) बैंक निविदाकर्ता द्वारा किसी भी अतिरिक्त शर्तों की शर्त को हतोत्साहित करता है। तथापि, यदि निविदाकर्ता कार्य के लिए निविदा देते समय कोई शर्त/स्पष्टीकरण/कवर पत्र/अतिरिक्त सूचना शामिल करना चाहता है, तो उसे अपने स्वयं के लेटर हेड पर एमएसटीसी पोर्टल पर विचलन की सूची (यदि कोई हो, वाणिज्यिक नियमों और शर्तों में, तकनीकी विनिर्देश या किसी अन्य तकनीकी जानकारी जो निविदाकर्ता प्रस्तुत करना चाहता है) के साथ अपलोड करना होगा। निविदा फॉर्म/अतिरिक्त दस्तावेज के प्रत्येक पृष्ठ पर हस्ताक्षर किए जाएंगे। कंपनियां केवल प्रस्तुत उपकरणों/सामग्री के विनिर्माताओं के संगत कैटलॉग/पत्रक/ब्रोशर संलग्न कर सकती हैं।

The Bank discourages the stipulation of any additional conditions by the tenderer. However, in case the tenderer wishes to include any condition / clarification / covering letter/additional information while tendering for the work, he/she will have to upload the same along with list of deviations (if any, in commercial terms & conditions, in technical specification or any other technical information the tenderer wishes to furnish) on MSTC Portal on their own letter head. Each page of the tender form/additional document shall be signed. The firms can enclose only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment/material offered.

(b) ई-निविदा दिसंबर 04, 2023 को दोपहर 03:00 बजे निर्धारित तिथि पर खोली जाएगी। ठेकेदारों को सलाह दी जाती है कि वे निविदा मदों के बारे में किसी भी स्पष्टीकरण या समझ के लिए टेलीफोन पर या व्यक्तिगत रूप से बैंक अधिकारियों से संपर्क करें। बैंक किसी भी तकनीकी-वाणिज्यिक स्थिति के लदान को हतोत्साहित करता है और इस मामले में बैंक का निर्णय अंतिम है।

E-tender will be opened at 03:00 PM on December 04, 2023, the scheduled date of opening. The contractors are advised to contact Bank officials over telephone or in person for any clarifications or understanding of the tender items. Bank discourages loading of any techno-commercial condition and Bank's decision in the matter is final.

3 (a) निविदाएं निविदा खोलने की तारीख से तीन महीने की अवधि के लिए बैंक द्वारा स्वीकृति के लिए खुली रहेंगी, जिसकी अवधि आपसी समझौते से बढ़ाई जा सकती है और निविदाकर्ता इस अवधि के दौरान निविदा को रद्द या वापस नहीं लेगा।

Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

(b) निविदाकर्ता को निविदा अपलोड करने के लिए नियुक्ता द्वारा जारी किए गए केवल फॉर्म का उपयोग करना होगा।

The tenderer must use only forms issued by the Employer to upload the tender.

4. (a) ये दरें संविदा की पूरी अवधि और/अथवा उसके विस्तार के लिए दृढ़ और मान्य होंगी और विनिमय भिन्नताओं, श्रम दशाओं, रेल माल भाड़े में उतार-चढ़ाव अथवा किसी भी शर्त के अधीन नहीं होंगी।

The rates shall be firm and valid for the entire duration of the contract and / or extension thereof and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.

(b) निविदा में उल्लिखित दरों में पैकिंग, परिवहन, लोडिंग, अनलोडिंग, साइट पर डिलीवरी, प्रदान करने और तय करने और जीएसटी सहित सभी शुल्क शामिल होंगे।

The rates quoted in the tender shall include all charges including packing, transportation, loading, unloading, delivery at site, providing and fixing and including GST.

(c) निविदा में उल्लिखित दरों में पूरा होने के बाद साइट को साफ करने, मलबा संग्रह, यदि आवश्यक हो तो मलबे का निर्माण, बैंक द्वारा समय-समय पर निर्देशित समय-समय पर बैंक के परिसर के बाहर मलबे को नष्ट करने और ले जाने के लिए सभी शुल्क शामिल होंगे ताकि आसपास के क्षेत्र को साफ और स्वच्छ रखा जा सके। सभी लागू सेंट्रिंग, मुक्केबाजी, स्टेजिंग, मचान, प्लैनिंग, टिम्बरिंग, बाड़ लगाना, जमाखोरी, संयंत्र और उपकरण, भंडारण शेड, देखना और प्रकाश व्यवस्था, रात के साथ-साथ रविवार और छुट्टियों सहित दिन में, आस-पास की सड़कों, गलियों, फुटपाथों, दीवारों, घरों, भवनों और अन्य सभी निर्माणों, मामलों और चीजों की जनता की सुरक्षा और सुरक्षा और ठेकेदार किसी भी या सभी सेंट्रिंग, मचान, स्टेजिंग, प्लैनिंग, टिम्बरिंग, स्ट्रुटिंग, शोरिंग आदि को हटा देगा, जैसा कि अवसर की आवश्यकता होगी या जब भी ऐसा करने का आदेश दिया जाएगा, और काम के निष्पादन के दौरान और बैंक की संतुष्टि के लिए सभी मामलों और चीजों को पूरी तरह से बहाल और अच्छा करेगा।

The rates quoted in the tender shall include all charges for clearing of site after completion, debris collections, erection of debris chutes if necessary, dismantling and taking away the debris outside the bank's premises (as per the rules and regulations of municipal authorities) from time to time as directed by Bank so as to keep the surrounding neat & clean, all applicable centring, boxing, staging, scaffolding, planking, timbering, fencing, hoarding, plant and equipment, storage sheds, watching and lighting, by night as well as day including Sundays and Holidays, protection of the public and safety of adjacent roads, streets, pavements, walls, houses, buildings and all other erections, matters and things and the contractor shall take down and remove any or all such centring, scaffolding, staging, planking, timbering, strutting, shoring etc., as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

(d) उपलब्ध सामान्य सुविधाजनक बिंदु से बैंक द्वारा पानी की आपूर्ति और विद्युत आपूर्ति मुफ्त में प्रदान की जाएगी। लेकिन ठेकेदार को आगे वितरण के लिए अपनी व्यवस्था करनी चाहिए।

Water supply and electrical supply will be provided by the Bank free of cost from the available common convenient point. But the Contractor should make his own arrangements for further distribution.

(e) मजदूरों को काम के घंटों के बाद साइट पर रहने की अनुमति नहीं दी जाएगी।

Labourers will not be allowed to stay at site after working hours.

(f) निविदा दस्तावेजों में से प्रत्येक पर निविदा प्रस्तुत करने वाले व्यक्ति या व्यक्तियों द्वारा हस्ताक्षरित किया जाना चाहिए, जो अनुबंध की सामान्य शर्तों, विनिर्देशों और विशेष शर्तों आदि से खुद को परिचित कराते हैं। जैसा कि निर्धारित किया गया है। इस तरह हस्ताक्षरित नहीं किए गए किसी भी दस्तावेज के साथ कोई भी निविदा खारिज कर दी जाएगी।

Each of the tender documents should be signed by the person or persons submitting tender in token of his/her/their having acquainted himself / herself / themselves with the General

Conditions of Contract, Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.

(g) फर्म की ओर से प्रस्तुत निविदा पर फर्म के सभी भागीदारों द्वारा या एक भागीदार द्वारा हस्ताक्षर किए जाएंगे, जिसके पास प्रस्तावित अनुबंध में प्रवेश करने के लिए फर्म की ओर से आवश्यक अधिकार है। अन्यथा बैंक द्वारा निविदा को अस्वीकृत किया जा सकता है।

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

5. भारतीय रिजर्व बैंक स्वयं को किसी भी या पूर्ण या आंशिक रूप से किसी भी निविदा को स्वीकार करने या अस्वीकार करने के लिए बाध्य नहीं करता है, ऐसा करने के लिए कोई कारण बताए बिना किसी भी या आंशिक रूप से किसी भी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार आरक्षित रखता है।

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

6. निविदा ज्ञापन में उल्लिखित बयाना जमाराशि को सफल निविदाकारों द्वारा कार्य सौंपे जाने से पहले एनईएफटी द्वारा प्रस्तुत किया जाएगा या अनुसूची बैंक द्वारा जारी अपरिवर्तनीय बैंक गारंटी के रूप में संलग्न निर्धारित प्रारूप (अनुलग्नक-1) में केवल बैंक द्वारा स्वीकार किया जाएगा। एनईएफटी/आरटीजीएस या बैंक गारंटी भारतीय रिजर्व बैंक, अहमदाबाद के पक्ष में ली जाएगी। बैंक गारंटी की वैधता जारी होने की तारीख से 45 दिनों की होगी और सफल बोलीदाता द्वारा काम पूरा होने तक बढ़ाई जाएगी। सफल निविदाकर्ता द्वारा भुगतान की गई ईएमडी को भारतीय रिजर्व बैंक द्वारा निष्पादन और अनुबंध की उचित पूर्ति के लिए सुरक्षा के एक भाग के रूप में रखा जाएगा। इस जमा राशि पर कोई ब्याज नहीं दिया जाएगा। सफल निविदाकर्ता के अर्नेस्ट मनी डिपॉजिट (ईएमडी) को सिक्योरिटी डिपॉजिट (एसडी) के एक हिस्से में बदल दिया जाएगा। बैंक गारंटी के रूप में ईएमडी के मामले में, यह कार्य पूरा होने तक वैध/पुनः मान्य रहेगा। एनईएफटी के लिए बैंक विवरण निम्नानुसार

The Earnest Money Deposit as mentioned in the memorandum of form of tender shall be submitted by all bidders by NEFT before award of work or in the form of irrevocable Bank Guarantee issued by a Schedule Bank in the prescribed format enclosed ([Annex-I](#)) shall only be accepted by the Bank. The NEFT/RTGS or Bank Guarantee shall be drawn in favour of Reserve Bank of India, Ahmedabad. The validity of the Bank Guarantee shall be 45 days from date of issue and shall be extended by the successful bidder up to the completion of the work. The EMD paid by the successful tenderer shall be held by the RBI as a part of security for execution and due fulfilment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) of the successful tenderer shall be converted into a part of Security Deposit (SD). In case of EMD in the form of Bank Guarantee, the same shall remain valid/ revalidated up to completion of work. The Bank details for NEFT are as under:

A/c Name: Reserve Bank of India, Ahmedabad

A/c Number: 186003001

IFS Code: RBIS0AHPA01

(Please read 5th and 10th character of IFSC Code as "Zero")

7. किसी भी परिस्थिति में बयाना जमाराशि को बैंक या बीमा गारंटी या चेक की सावधि जमा रसीदों के रूप में स्वीकार नहीं किया जाएगा।

Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts of bank or insurance guarantee or cheque.

8. अपनी निविदा की स्वीकृति के बारे में नियोक्ता से सूचना प्राप्त होने पर, सफल निविदाकर्ता अनुबंध को लागू करने के लिए बाध्य होगा और उसके चौदह दिनों के भीतर सफल निविदाकर्ता मसौदा समझौते और शर्तों की अनुसूची के अनुसार एक समझौते पर हस्ताक्षर करेगा, लेकिन भारतीय रिजर्व बैंक द्वारा निविदा की लिखित स्वीकृति भारतीय रिजर्व बैंक और इस प्रकार के व्यक्ति के बीच एक बाध्यकारी अनुबंध का गठन करेगी। निविदा, चाहे ऐसा औपचारिक समझौता बाद में निष्पादित किया गया हो या नहीं। अनुबंध डुप्लिकेट में निष्पादित किया जाएगा। मूल प्रति नियोक्ता की अभिरक्षा में रहेगी और प्रति का दूसरा सेट ठेकेदार की अभिरक्षा में रहेगा। समझौता आवश्यक स्टाम्प पेपर (गुजरात राज्य में लागू स्टाम्प शुल्क के बराबर) पर किया जाएगा और दोनों दस्तावेजों पर आवश्यक स्टाम्प शुल्क की लागत पूरी तरह से ठेकेदार द्वारा वहन की जाएगी।

On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed. The Contract shall be executed in duplicate. Original copy will remain in the custody of Employer and the second set of copy will remain in the custody of contractor. The agreement shall be made on necessary stamp paper (having equal to applicable stamp duty in the state of Gujarat) and the cost of necessary stamp duty on both the document shall be borne solely by the contractor.

9. (क) अर्नेस्ट मनी जमा के अतिरिक्त और निविदाकर्ताओं को सामान्य अनुदेशों के खंड 6 के अंतर्गत संविदा की विधिवत पूर्ति के लिए आगे की सुरक्षा के रूप में, बैंक द्वारा किए गए कार्य के कुल मूल्य का 5% अवधारण मुद्रा (आर एम) के रूप में बैंक द्वारा प्रत्येक चालू खाता/खाता बिल से रोक दिया जाएगा। वर्चुअल पूर्णता प्रमाण पत्र जारी होने के बाद काम पूरा होने पर ठेकेदार को ईएमडी बिना किसी ब्याज के जारी किया जाएगा और वर्चुअल पूर्णता प्रमाण पत्र की तारीख से एक वर्ष यानी "दोष देयता अवधि" के सफल समापन के बाद आरएम राशि बिना किसी ब्याज के जारी की जाएगी, बशर्ते डीएलपी के दौरान बताई गई सभी खामियों को संतोषजनक ढंग से ठीक किया जाए। सफल निविदाकर्ता और आरएम की जमानत राशि जब्त कर ली जाएगी यदि वे अनुबंध की किसी भी शर्त का पालन करने में विफल रहते हैं। बैंक द्वारा रोकी गई सुरक्षा जमा और अवधारण धन पर कोई ब्याज नहीं दिया जाएगा।

(a) In addition to the Earnest Money Deposit and as further security for the due fulfilment of the contract under clause 6 of General Instructions to Tenderers, 5% of the total value of work done will be withheld from each running A/c bill by the Bank as Retention Money (RM). The EMD shall be released without any interest to the contractor on completion of the work after issue of virtual completion certificate and the R.M. amount shall be released without any interest after successful completion of one year i.e. "Defect Liability Period" from the date of virtual completion certificate provided all the defects pointed out during DLP are rectified satisfactorily. The security deposit of the successful tenderer and R.M. will be forfeited if he/she/they fails to comply with any of the conditions of contract. No interest will be paid on Security Deposit and Retention Money withheld by the Bank.

(ख) इस संविदा की शर्तों के अधीन ठेकेदार द्वारा नियोक्ता को देय सभी मुआवजा या अन्य धनराशि उसकी अग्रिम राशि और प्रतिभूति जमा से काट ली जा सकती है यदि ऐसी राशि अनुमति देती है और ठेकेदार, जब तक ऐसी जमा राशि अन्यथा देय न हो, ऐसी कटौती के दस दिनों के भीतर, इस प्रकार का काटी गई राशि नकद में प्राप्त करेगा।

(b) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good in cash the amount so deducted.

10. ठेकेदार ठेका प्रदान नहीं करेगा। वह नियोक्ता की लिखित सहमति के बिना अनुबंध के किसी भी हिस्से को सबलेट नहीं करेगा। इन शर्तों के उल्लंघन के मामले में, नियोक्ता अनुबंध को रद्द करने वाले ठेकेदार को लिखित में नोटिस

दे सकता है, जिसके बाद ठेकेदार के खिलाफ उसके अन्य उपायों के पूर्वाग्रह के बिना, नियोक्ता को जमानत जमा राशि जब्त कर ली जाएगी।

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

11. सफल निविदाकर्ता अपने कर्मकारों को न्यूनतम मजदूरी अधिनियम (केन्द्र सरकार) के अनुसार सख्ती से भुगतान करेगा और ठेका श्रम अधिनियम के सभी प्रावधानों का अनुपालन करेगा तथा समय-समय पर निरीक्षण के लिए सभी आवश्यक दस्तावेजों/अभिलेखों को रखेगा और उनका रखरखाव करेगा। कर्मकारों को भुगतान केवल बैंकिंग चैनल के माध्यम से किया जाएगा। रिज़र्व बैंक अनुपालन सुनिश्चित करने के लिए यादृच्छिक आधार पर दस्तावेजी साक्ष्य मांग सकता है।

The successful tenderer shall make payment to his/her workmen strictly in accordance with the Minimum Wages Act (Central Government) and shall comply all the provision of the Contract Labour Act and shall keep and maintain all necessary documents / records for inspection from time to time. The payment to the workmen shall be made only through Banking Channel. Reserve Bank may seek the documentary evidence on a random basis to ensure compliance.

12. इन विशेष शर्तों के साथ प्रत्येक कार्य और विनिर्देशों के संबंध में संभावित मात्रा की एक अनुसूची। संभावित मात्राओं की अनुसूची नियोक्ता के विवेक पर चूक, कटौती या परिवर्धन द्वारा परिवर्तन के लिए उत्तरदायी है।

A schedule of probable quantities in respect of each work and specifications accompany these Special Conditions. The schedule of probable quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer.

13. निविदाकर्ता को अपनी जिम्मेदारी और अपने स्वयं के खर्च पर, वह सभी जानकारी प्राप्त करनी चाहिए जो अनुबंध में प्रवेश करने के लिए निविदा बनाने के उद्देश्य से आवश्यक हो सकती है और काम की साइट का निरीक्षण करना चाहिए और काम तक पहुंच के सभी स्थानीय परिस्थितियों, साधनों, कार्य की प्रकृति और उससे संबंधित सभी मामले से खुद को परिचित करना चाहिए।

The tenderer must obtain for himself/herself on his/her own responsibility and at his/her own expense, all the information which may be necessary for the purpose of making a tender for entering into a contract and must inspect the site of work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

14. निविदा में उल्लिखित दरों में मचान, केंद्रीकरण, किसी भी उपकरण और पौधों के लिए किराया शुल्क, सामग्री के लिए शेड, साइट को चिह्नित करने और समाशोधन के लिए सभी शुल्क शामिल होंगे, जैसा कि विनिर्देशों में उल्लेख किया गया है। उद्धृत दरों को साइट पर मापे जाने वाले तैयार काम के लिए माना जाएगा।

The rates quoted in the tender shall include all charges for scaffolding, centering, hire charges for any tools and plants, sheds for material, marking out and clearing of site, as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site.

15. ठेकेदार को ध्यान देना चाहिए कि जब तक अन्यथा नहीं कहा जाता है, निविदा सख्ती से आइटम दरों के आधार पर है और उसका ध्यान इस तथ्य की ओर आकर्षित किया जाता है कि प्रत्येक आइटम के लिए दरें सही, व्यावहारिक और स्व-सहायक होनी चाहिए। मात्राओं की अनुसूची में मात्राएं लगभग काम की कुल सीमा को इंगित करती हैं, लेकिन किसी भी हद तक भिन्न हो सकती हैं और यहां तक कि उन्हें छोड़ दिया जा सकता है जिससे अनुबंध के कुल मूल्य में बदलाव हो सकता है। तथापि, कार्य के वास्तविक निष्पादन के दौरान यदि कार्य की किसी भी मद की मात्रा निविदा

मात्रा के 25% से अधिक हो जाती है, तो नियोक्ता की सहमति से निष्पादित ऐसी मदों की मात्रा निविदा मात्रा के 25% से अधिक कार्य की एक अतिरिक्त मद के रूप में मानी जाएगी, जिसके लिए ठेकेदार वास्तविक लागत के आधार पर किए गए दर विश्लेषण द्वारा समर्थित नई दरें प्रस्तुत करेंगे। स्थापना शुल्क, ठेकेदार का ओवरहेड और लाभ। यदि नियोक्ता के विवेकाधिकार पर स्वीकृत निविदा से कार्य की कोई मद हटा दी जाती है, तो ठेकेदार इस संबंध में किसी भी दावे का हकदार नहीं होगा।

ठेकेदार, जब अधिकृत हो, और जब निर्देशित हो, तो नियोक्ता द्वारा लिखित रूप में चित्रों पर दिखाए गए कार्यों को जोड़ सकता है या विनिर्देश में वर्णित कर सकता है, या मात्रा अनुसूची में शामिल कर सकता है, लेकिन ठेकेदार ऐसे प्राधिकरण या निर्देश के बिना कोई अतिरिक्त, चूक या भिन्नता नहीं करेगा।

The Contractor should note that unless otherwise stated, the tender is strictly on item rates basis and his/her 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 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 overhead and profit. 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.

The Contractor may, when authorized, and shall, when directed, in writing by the Employer add to, omit from or vary the works shown upon the drawings or described in the specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction.

16. ज्ञापन में उल्लिखित कार्य करने के लिए अनुमत समय का ठेकेदार द्वारा कड़ाई से पालन किया जाएगा और कार्य शुरू करने के लिए लिखित आदेश जारी होने के दसवें दिन से इसकी गणना की जाएगी। अनुबंध की निर्धारित अवधि के दौरान कार्य को सभी उचित परिश्रम के साथ आगे बढ़ाया जाएगा और यदि ठेकेदार निर्दिष्ट समय (तीस दिनों) के भीतर काम पूरा करने में विफल रहता है, तो वह "निर्दिष्ट से पहले यहां की शर्तों" के खंड 25 वें में परिभाषित मुआवजे का भुगतान करने के लिए उत्तरदायी होगा। निविदाकार कार्य शुरू करने से पहले एक विस्तृत कार्य कार्यक्रम तैयार करेगा जिसे नियोक्ता द्वारा अनुमोदित किया जाएगा।

Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the tenth day of written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified time (Thirty days), he/she shall be liable to pay compensation as defined in clause 25th of the "Conditions herein before referred to". The tenderer shall before be commencing work prepare a detailed work program which shall be approved by the Employer.

17. ठेकेदार कार्य शुरू करने या निष्पादित करने में देरी के कारण उसे हुए किसी भी नुकसान के लिए किसी भी मुआवजे का हकदार नहीं होगा; विलंब का जो भी कारण हो, जिसमें उसे सौंपे गए कार्य में संशोधन या उससे संबंधित किसी उप-संविदा में होने वाले विलंब या परियोजना के अन्य व्यवसायों के लिए ठेके देने में या ऐसे कार्यों के प्रारंभ या पूरा होने में या सरकार द्वारा नियंत्रित या अन्य भवन निर्माण सामग्री की खरीद में या निर्माण प्रयोजनों के लिए या किसी अन्य कारण से पानी और बिजली कनेक्शन प्राप्त करने में विलंब शामिल हो और नियोक्ता ऐसा नहीं करेगा। इसके संबंध में किसी भी दावे के लिए उत्तरदायी। नियोक्ता निविदा राशि के अलावा किसी भी राशि के लिए देयता स्वीकार नहीं करता है, जो इस तरह की भिन्नताओं के अधीन है जैसा कि यहां प्रदान किया गया है।

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 modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction 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.

18. सफल निविदाकर्ता काम के पूरा होने के लिए आवश्यक काम की किसी भी वस्तु को पूरा करने के लिए बाध्य है, भले ही ऐसी वस्तुओं को मात्रा और दरों में शामिल नहीं किया गया हो। ऐसी अतिरिक्त मदों और उनकी मात्रा के संबंध में अनुदेशों की अनुसूची नियोक्ता द्वारा लिखित रूप में जारी की जाएगी। अतिरिक्त के लिए किसी भी दावे की अनुमति नहीं दी जाएगी जब तक कि यह इसके प्रावधानों के तहत या नियोक्ता की सहमति से निष्पादित नहीं किया गया हो, जैसा कि यहां उल्लेख किया गया है। अतिरिक्त को यहां अधिकृत अतिरिक्त के रूप में संदर्भित किया गया है और "संदर्भित से पहले शर्तों" के तहत वर्णित खंड 20 के प्रावधानों के अनुसार बनाया जाएगा।

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 quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer. No claim for an extra shall be allowed unless it shall have been executed under provisions hereof or with the concurrence of the Employer as herein mentioned. Extra is herein referred to as authorized extra and shall be made in accordance with the provisions in clause 20 described under "Conditions herein before referred to".

19. सफल निविदाकर्ता को नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों के साथ सहयोग करना चाहिए ताकि काम कम से कम संभव देरी और नियोक्ता की संतुष्टि के साथ सुचारू रूप से आगे बढ़े।

The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

20. बीमा: ठेकेदार, अपने स्वयं के खर्च पर, इस अनुबंध के तहत वर्चुअल पूर्णता प्रमाण पत्र जारी होने तक, नियोक्ता द्वारा अनुमोदित बीमा कंपनी के साथ बीमा पॉलिसियों को प्रभावी और बनाए रखेगा, जैसा कि "पहले संदर्भित शर्तों" के तहत खंड 24 (बी) में वर्णित है।

Insurance: 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 the insurance policies as described in clause 24(b) under "Conditions Hereinbefore Referred To".

21. त्रुटियाँ, चूक और विवरण: / Errors, Omission and Descriptions:

(a) विनिर्देशों में आइटम के लिखित विवरण और उसी आइटम की मात्रा की अनुसूची में विस्तृत विवरण के बीच, बाद में अपनाया जाएगा।

Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the later shall be adopted.

(b) निविदा और मूल निविदा की डुप्लिकेट/अनुवर्ती प्रतियों के बीच, मूल को सही माना जाएगा।

Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.

(c) किसी भी मद या विनिर्देश में चूक और / या संदेह या विसंगतियों के सभी मामलों में नियोक्ता को एक संदर्भ दिया जाएगा जिसका स्पष्टीकरण, विस्तार या निर्णय प्रामाणिक माना जाएगा। ठेकेदार को ऐसे संदर्भ और सावधानी की कमी के माध्यम से काम में होने वाली किसी भी त्रुटि के लिए जिम्मेदार ठहराया जाएगा।

In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Employer whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

22. किसी भी प्रकार के सभी विवाद और मतभेद जो भी अनुबंध से उत्पन्न होते हैं या उसके संबंध में या कार्यों को पूरा करने के संबंध में हैं, उन्हें "संदर्भित से पहले शर्तों" के खंड 33 के तहत वर्णित के रूप में निपटाया जाएगा।

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works shall be settled as described under clause 33 of "Conditions Hereinbefore Referred To".

23. अनुबंध श्रम लाइसेंस: अनुबंध श्रम की तैनाती के लिए आवश्यक अनुबंध लाइसेंस (प्रचलित अनुबंध श्रम अधिनियम 1970 के अनुसार) केंद्रीय श्रम प्राधिकरणों से प्राप्त किया जाएगा।

Contract Labour License: Necessary contract license for deploying contract labour (as per prevailing contract labour Act 1970) shall be obtained from the central labour authorities.

24. निविदा के सुरक्षा कोड के अनुसार सभी सुरक्षा उपायों का सख्ती से पालन किया जाएगा। / All safety measures as per the safety code of tender shall be strictly adhered.

25. यदि सफल निविदाकर्ता अनुबंध की किसी भी शर्त का पालन करने में विफल रहता है तो उसकी जमानत राशि जब्त कर ली जाएगी।

The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

26. (क) यदि आवश्यक हो, तो ठेकेदार अपने स्वयं के व्यय पर एनएबीएल मान्यता प्राप्त प्रयोगशाला (बैंक द्वारा अनुमोदित अनुसार) को इंजीनियर/प्राधिकारियों द्वारा निदेशित परीक्षण किए जाने वाले नमूनों की आपूर्ति करेगा और उन्हें सुपुर्द करेगा।

(a) If required, the contractor shall at his own expenses supply and deliver to the NABL accredited laboratory (as approved by the Bank) the samples to be tested as may be directed by the Engineer/Authorities.

(ख) परीक्षण की संपूर्ण लागत (परीक्षण की जाने वाली सामग्री की लागत, प्रयोगशाला को सामग्री की आपूर्ति और सुपुर्दगी, प्रयोगशाला द्वारा प्रभारित परीक्षण लागत आदि सहित) ठेकेदार द्वारा वहन की जाएगी।

(b) The entire cost of testing (including cost of material to be tested, supply and delivery of material to the laboratory, testing cost charged by the laboratory etc.) shall be borne by the contractor.

27. सफल निविदाकार न्यूनतम मजदूरी अधिनियम (केंद्र सरकार) के अनुसार अपने कर्मचारों को सख्ती से भुगतान करेगा और ठेका श्रम अधिनियम के सभी प्रावधानों का अनुपालन करेगा और समय-समय पर निरीक्षण के लिए सभी आवश्यक दस्तावेजों/अभिलेखों को रखेगा और रखेगा। वह सभी प्रचलित श्रम कानूनों, न्यूनतम मजदूरी अधिनियम और अन्य वैधानिक प्रावधानों आदि को सुनिश्चित करने और अनुपालन करने के लिए हलफनामा प्रस्तुत करेगा। कर्मचारों को भुगतान केवल बैंकिंग चैनल के माध्यम से किया जाएगा। रिज़र्व बैंक अनुपालन सुनिश्चित करने के लिए यादृच्छिक आधार पर दस्तावेजी साक्ष्य मांग सकता है।

The successful tenderer shall make payment to his/her workmen strictly in accordance with the Minimum Wages Act (Central Government) and shall comply all the provision of the Contract Labour Act and shall keep and maintain all necessary documents / records for inspection from time to time. He/she will submit affidavit for ensuring and complying with all prevailing labour laws, minimum wage act and other statutory provisions, etc. The payment to the workmen shall be made only through Banking Channel. Reserve Bank may seek the documentary evidence on a random basis to ensure compliance.

Bank reserve the right to reject any tender at any stage if minimum wage requirements are not adhered to. Such tenders would be treated as invalid and shall not be considered for further evaluation and determination of L1 bidder for the purpose of award of work.

मैं/हम इसके द्वारा घोषणा करते हैं कि मैंने/हमने निविदाकारों के मार्गदर्शन के लिए उपरोक्त निर्देशों को पढ़ा और समझा है।

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

निविदाकर्ता के हस्ताक्षर और सील

स्थान/Place:

Signature and Seal of Tenderer:

तिथि/Date:

पता/Address:

Safety Code

1. There shall be maintained in a readily accessible place, first aid kit 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.
4. No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cms. (clear) and the distance between two adjacent rungs shall not be more than 30 cms. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing fencing or railing whose minimum height shall be one meter.
6. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
7. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
8. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
9. 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.
10. Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.
11. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
12. Safety belts shall be used while working on the scaffolding for the works at different height.
13. Strict adherence to Covid-19 guidelines must be adhered to by all the workers and should not be compromised under any circumstances.

Section III: THE CONDITIONS HEREIN BEFORE REFERRED TO

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

- (a) "Employer" Shall mean Reserve Bank of India and shall include its assigns and successors.
- (b) "Contractor" Shall mean _____ and shall include his/her/their Legal representative assigns or successors.
- (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, Schedule of Quantities and Specifications attached hereto and duly Signed.
- (e) "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 Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
- (g) "The Works" Shall mean the **"Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad"** as provided herein.

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

2. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time-to-time issue further written instructions, details, directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regards to:

- (a) The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawing or between the Schedule of Quantities and/or drawing and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the Substitution of any other material therefore.
- (d) The removal and/or re-execution of any work executed by the Contractor.
- (e) The dismissal from the works of any person employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 23 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer 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 the Employer, such shall be deemed to be Employer's Instructions within the scope of the Contract.

3. The Agreement shall be executed in duplicate. Original copy will remain in the custody of Employer and the second set of copy will remain in the custody of contractor. The agreement shall be made on necessary Stamp paper (having equal to applicable stamp duty in the state of Gujarat) and the cost of necessary stamp duty on both the document shall be borne solely by the contractor.

4. (a) The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specification, he/she shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

(b) 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, Lighting and other Authorities/Councils etc., and shall before making any variations from

Contractor to conform to Local laws

the Specification that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and reason for it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions, he/she shall proceed with the work, conforming to the provisions, regulations and bye-laws, in question and any variation so necessitated shall be dealt with under Clause No.16.

5. The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations and Bye-Laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

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

6. The Contractor shall maintain in a readily accessible place, first aid appliances including an adequate supply of sterilized dressings and cotton wool. In case of injury, arrangement should be made by the Contractor to take the injured person to the nearest hospital without loss of time.
7. Suitable and strong scaffolding should be provided for workmen for all works that cannot be safely done from ground or from solid construction. When a ladder is used, an extra mazdoor shall be engaged by the Contractor for holding the ladder. No portable single ladder shall be over 8 meters in length. The width between the side rails shall be not be less than 30 cms (clear) for length up to 3 meters, for every additional meter, 5 cms increase in width shall be provided. The distance between two adjacent rungs shall not be more than 30 cms.
8. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or place as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to any damages and cost which may be awarded in any such suit, action or proceedings to any such person.
9. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

10. The Contractor shall set out the works and shall be responsible for the proper works without causing any inconvenience to Bank's working / residents.

Contractor responsible for bad work.
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11. 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 Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with

Materials & workmanship to conform to description
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all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and carry out any test/s of any materials which the Employers may require.

During the manufacturing g/ fabrication process, the Bank's Engineer/ representatives may visit factory for inspection to ensure the compliance of tender specifications as and when intimated. The contractor shall make necessary arrangements for factory inspection for such visit/s.

12. The Contractor shall give all necessary personal superintendence during the execution of work, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any direction explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.
13. The Contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon by him/her who may, in the opinion of the Employer, be incompetent or misconducts himself/herself, and such person shall not be again employed on the work without the permission of the Employer.
14. The Employer, and their respective representatives shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are lying or from which they are being obtained, and the Contactor shall give every facility to the Employer, and their representatives necessary for inspections and examination and test of the materials and workmanship. No persons unauthorized by the Employer except the representatives of Public Authorities shall be allowed on the works at any time.
15. 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 sublet the Contract or any part share thereof or interest therein without the written consent of the Employer, and no undertaking shall relive the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
16. No alteration, omission or variation shall vitiate this Contract but in case the Employer think proper at any time during the progress of the works to may any alteration in or addition to or omissions from the works or

Access to
works.

Variation not
to vitiate the
Contract

any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing and under his hand to the Contractor, the Contractor shall alter, add to or omit from as the case may require, in accordance with such notice, but the Contractor shall not do any work extra to or make any alternations or additions to or omissions from the work or any deviation from any of the provisions of the Contract, stipulation, specification without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer in accordance with the provisions of Clause 20 hereof, and the same shall be added to or deducted from the Contract Amount accordingly.

17. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof as ascertained under Clause 20 hereof shall be added to or deducted from the Contract

Amount (as the case may be) provided that there shall be no rectification of error in the Contractor's Schedule of Rates.

18. The Contractor shall be deemed to have satisfied himself/herself before tendering as to the correctness and sufficiency of his/her 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/her obligations under the Contract, and all matters and things necessary for the proper completion of the works.

19. The Employer may from time to time intimate to the Contractor that he/she requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Employer in

Measurement
of works.

taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. The mode of measurement shall be as detailed out in item or as per relevant latest BIS provision unless otherwise specifically stipulates in this tender document. The Contractor or his/her Agent may at the time of measurement take such notes and measurements as he/she may require. Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Employer or person approved by him/her shall be taken in accordance with the Standard Method of Measurements.

20. Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of works thus ascertained are less or greater than the quantities or amounts specified for the works in the Priced Schedule of Quantities and/or Tender or that any variation is made, the valuation of such quantities, amounts or variations, unless

Value for
variations
and extra
items.

previously or otherwise agreed upon, shall be made in accordance with the following rules:

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
(ii) Rates for all items, wherever possible, should be derived out of the rates given in the priced schedule of quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (c) thereof.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the contract work or to any part thereof shall

be such that in the opinion of the Employer the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor is by reason of such omission or addition rendered unreasonable or inapplicable the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

- (d) Where extra work cannot be properly measured or value, the Contractor shall be allowed day work prices as the net rates stated in the Tender or the Priced Schedule of Quantities or if not so stated then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time and materials employed be delivered for verifications to the Employer or his representative at or before the end of the week following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within 6 months of the completion of the Contract works as defined in Clause 24 hereof.
- (e) It is further clarified that for all such authorized extra items, where rates cannot be derived from tender, the Contractors shall submit rates supported by rate analysis worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.
- (f) The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix.

21. Where in any Certificate (of which the Contractor has received payment) the Employer 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 Employer. The Contractor shall be liable for any loss or damage to such materials.

22. The Employer shall, during the progress of the works, have power to order in writing for time to time removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer, are not in accordance with the Specifications or the instructions of the Employer, 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 specifications or instructions, 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 Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due or that become due to the Contractor.

23. Any defect which may appear within the "Defects Liability Period" stated in the appendix hereto, if none stated, then within one year after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Employer, and within such reasonable time

Defect
liability
period

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, or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expense shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys 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, equivalent to the cost of amending such work in the event of the amount retained under Clause 31 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 Employer as provided in Clause 15, 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.

24. (a) The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of virtual completion mentioned in such certificate.

Completion
Certificate

- 24 (b). Insurance in respect of damages to persons and property. The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia

Contractor
liable for
damage

any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be reasonable for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the 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. 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 Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.

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

The Contractor shall also indemnify and keep indemnified the 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 risks and deposit such policy or policies before commencement of the works.

The minimum limit of the coverage under the policy shall be **₹2 lacs** per person for any one accident or occurrence and **₹5 lacs** in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims 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 Sub-Contractor and shall be at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the 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.

In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.

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 award of damage or compensation arising there from.

Without prejudice to the other rights of the Employer against Contractors 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 by the Contractor under this clause.

The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged. The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated Sub-Contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the Sub-Contractor to take out such policy or

policies of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor. The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings and also in respect of any ward of or compensation of damage arising there from. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage compensation, cost, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due to become due to the contractor.

25. The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, 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 Employer may desire to delay) on or before the "Day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained. "If the contractor fails to complete the work by the date as stipulated in the contract or within any extended time under relevant clause and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete, and the Employer may deduct such damages from any moneys due to the Contractor." **The recovery of Liquidated Damages shall be 0.25% per week of estimated amount subject to a maximum of 10% of the accepted tender amount.**

Liquidated
Damages

26. If the Contractor fails to complete the work by the date stated in the Appendix or within any extended time under Clause 27 hereof the Contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

Extension
of time

27. If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of the Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building traders the Employer may make a fair and reasonable extension of time for completion of the Contract Works in case of such strike or lockout, the Contractor shall give written notice thereof to Employer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

28. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such instructions the Employer may employ and pay other person 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 moneys due or to become due to the Contractor.
29. If the Contractor being an individual or a firm, commit any "Act of insolvency" or shall be adjudged an Insolvent or being 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 of the Liquidator in such acts of insolvency or winding up shall be unable, within seven days after notice to him, requiring him to do so, to show to the reasonable satisfaction of the Employer, that he is able to carry out and fulfil, the Contract and to give security therefore, if so required by Employer.

OR if the Contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued.

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

OR shall assign or sublet this Contract without the consent in writing of the Employer first obtained.

OR shall charge or encumber this Contract or any payment due or which may become due to the Contractor there under.

OR if the Contractor

- (i) has abandoned the Contract or
- (ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 days after receiving from the Employer Notice to proceed, or
- (iii) has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer's written notice that the said materials or work were condemned and rejected by the Employer under these Conditions, or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- (vi) has in the defiance of the Employer's instructions to the contrary sublet any part of the Contract.

Then and in any of the said cases the Employer may notwithstanding any previous waiver after giving seven days' notice in writing to the Contractor, determine the Contract. And further, the Employer by his, Agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed the Employer 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 14 days after receipt thereof by him, the Employer shall sell the same by public auction and shall give credit to the Contractor for the amount realized.

30. If the payment of the amount payable by the Employer under Certificate of the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer 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 Employer 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, 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 20 hereof.

31. The Contractor shall be paid by the Employer from time to time by instalments on accounts of the work executed when in the opinion of the Employer, work to the approximate value named in the Appendix as "Value of work for Interim Payments" has been executed in accordance with this Contract as i) payment of R.A. Bill shall be made by the Bank within 1 month from the date of submission of bill & ii) payment of final bill shall be made by the Bank within 3 months from the date of receipt of the bill in the department. On request of contractor, Bank at its discretion may release the 75% of the amount payable to the Contractor on the RA bills as ad-hoc payment within 7 working days from the date of certification by the Bank's Site Engineer, pending test checking of work and measurement checking, detailed arithmetical accuracy check and certification by the competent authority/ies of the Bank. However all the payments shall be subject to a retention of the percentage of such value named in the Appendix herein before referred to as "Retention Percentage for Interim Payments" until the total amount retained shall reach the sum named in the Appendix as "Total Retention Money" after which time the instalments shall be up to the full value of the work subsequently so executed and fixed in Building. And the Contractor shall be entitled to the payment of the final balance in accordance with the Final Certificate to be

issued in writing by the Bank's Engineer at the expiration of the period referred to as "The Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof whichever shall last happen provided always that their completion shall not relieve the Contractor from his liability under Clause 2 and 23 nor relieve the Contractor of his liability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

32. The decision, opinion, direction, Certificate with respect to all or any of the matters under clause 2, 4(a), 10, 11, 15, 19, 23, 24(a), 25, 27(a, b, c, d, e), 28 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 of valuation of the Employer or any refusal of the Employer to give any of the same, shall be subject to the right of Arbitration and review under Clause 33 hereof.

33. Settlement of Disputes by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settle by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the

parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

34. The Employer shall have a right to cause a technical examination of said Act, the Employer will be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 12 of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim. The works and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over-certified it shall be lawful for the Employer to recover the sum.

Right of
technical
scrutiny of
final bill

35. If for any reason, the Employer is obliged, by virtue of the provisions of sub-section (1) of Section 12 of the Workmen Compensation Act 1923 or any modification thereof, to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover from the Contractor, the amount of compensation so paid, and without prejudice to the rights of the Employer under sub-section (2) of Section 12 of the workmen Compensation Act 1923.

Employer
Entitled to
recover
Compensation
paid to
workman

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

37. Price adjustment for Basic rate items:

Wherever basic rate of materials are specified in the tender, it shall be exclusive of all GST / taxes or any other levies levied by the Central Govt. or State Govt. etc. ex-godown /depo/ showroom of company/manufacturers at Ahmedabad but excluding transportation which shall be included in the quoted rates by the tenderer. The rate of all such materials

shall be got approved by the Bank before procurement. Price Adjustment in rates of such items shall be made as 15%(+/-) for the difference in actual purchase rate and basic rate for the measured quantity only on production of documentary evidence/bills. No price adjustment for wastage or profit shall be made/allowed/entertained by the Bank.

38. **Penalty for delayed payment:** - The Bank will pay interest @ 3% per annum for delay in payments beyond the period of honouring certificates of payment, which is one month after submission of bill for running account bills and three months for the final bill.
39. **Non-Disclosure Clause:** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments 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.
40. 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 Employer shall give notice in writing to the Contractor who shall have to claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
41. Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders of permits or licenses issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the Contractor and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of all taxes and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

42. Prevention of Sexual Harassment of women at workplaces:

The Vendor shall also ensure that the employees of the vendor or the persons employed by the Vendor shall not commit any act of sexual harassment. The Contractor / Agency shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

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

The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

43. Adherence to provisions of various Statutes/Laws:

- a. The Firm shall be responsible to adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, 1948 Equal Remuneration Act, 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them and rules made there under.
- b. The Firm will be fully responsible during the course of the contract for due fulfilment of the requirements of the above stated laws, Act, etc. The Bank shall not be held responsible for acts, commissions or omissions of the firm and shall in no way made liable to the labourers engaged by the firm. Proof of wages paid should be submitted to the Bank periodically.

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

45. Assignment and Sub-letting: The whole of the works included in the Contract shall be executed by the Firm and the Firm 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 Bank; and no undertaking shall relieve the Firm from the full and entire responsibility of the Contract or from active superintendence of the works during their contract.

46. Debarment of firms from Bidding: A bidder is liable for debarment / disqualification from bidding on the following grounds:

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

- (i) a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract.
- i. failed to disclose conflict of interest.
- j. failed to disclose any previous transgressions made in respect of the provisions of sub clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

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

3. If the bidder has been convicted of an offence – (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to the public health as part of execution of a public procurement contract.

I/We hereby declare that I/We have read and understood the above instructions and the same will remain binding upon me/us in case the work is entrusted to me/us.

Place _____

Date _____

Signature of contractor with seal

APPENDIX HEREIN BEFORE REFERRED TO

1.	Defects Liability Period	12 months
2.	Period of Final Settlement of Bill	Payment of final bill shall be made by the Bank within 3 months from the date of receipt of the bill in the department.
3.	Date of commencement	Tenth days from date of award of work.
4.	Date of completion	30 days from the date of Commencement.
5.	Liquidated damages at the rate of	0.25% per week of estimated amount (maximum 10% of accepted tender amount)
6.	Total Security Deposit	Retention Money
7.	Minimum amount of R.A. bill.	Rs. 15.00 Lakh.
8.	Retention Percentage from Interim Certificates/Payments	@5 % of value of work done from each RA Bill
9.	Total Retention Money (5%)	5 % of Value of Final Bill
10.	Performance (bank) Guarantee (to be arranged by the contractor at his/her own cost) obtained from any of the nationalized/scheduled Bank, in the format approved by the Bank	5 % of the contract amount. The above noted Performance Guarantee shall be valid up to the satisfactory completion of the work in all respects and if required, shall have to be renewed / extended by the contractor up to virtual completion, if any. The guarantee shall be released after issue of completion certificate and as per respective tender provision.
11.	Release of EMD after Virtual Completion	As per tender clause 9(a) of General Instruction
12.	Interest for delayed payment	3% per annum

Date

Signature & Seal of Tenderer

Place

List of Approved Material

Material	Manufacturer
Bituminous	HP, IOC or approved equivalents
Construction Chemicals (if needed)	M/s Dr. Fixit, M/s Sika, M/s Hilti / Fischers, M/s Pidilite, M/s Fosroc, M/s Master Builder Solution (BASF) or approved equivalent

SPECIFICATION FOR PREMIX ASPHALT / BITUMINOUS CARPET

Preparation of surface:

The existing surface shall be brushed, cleaned properly with the wire brushes and coir brooms, so as to free from loose materials, murrum, earth, silt etc. the surface shall be dusted clean with the gunny bags/mechanical cleaning etc. if during the process of cleaning the sub grade, soft spots and pockets are found, such spots /pockets will be filled with approved pre-coated bituminous chips, consolidated and finished to the proper level, rolled with power roller if necessary. The pot holes shall be excavated properly in rectangular or rhomboidal shape with the vertical edges. The bottom and side shall be cleaned as explained. The sides and bottom shall be painted properly by the bitumen of grade VG30. The pot holes shall be filled with the bituminous chips compacted through the tamping and rolling, the surface flush with surrounding road surface all as directed by the engineer in charge. It shall be responsibility of the contractor to ensure that the sub grade is even and is finished to camber and slope as directed.

The surface of the sub grade shall be checked for its trueness by means of the template and set to exact proposed profile of the one-layer base cum finish course. The template shall be drawn along the forms at right angles to the roads, unevenness of the surface identified and marked with paint or so and the area of the depression shall be painted or so and sprayed with bitumen of grade VG30 at rate of min. 0.750 kg per Sqm and the levelling course applied by hand / machine to grade and camber and rolled. If the depression/s is/are still deeper than the levelling course shall be applied in two or more layers as directed by the engineer in charge. The prepared surface shall be closed to traffic and maintained fully clean and no asphaltting work shall be started unless this surface is approved by the Engineer in charge. All pot holes, depressions and corrugations shall be made good by applying a tack coat of bitumen of grade VG30 heated to 177^{0C} to 191^{0C} @ min. 0.750 kg per Sqm and the depressions made up with suitable size premix aggregate and consolidated by approved means.

Hot mixed hot laid Bituminous Macadam and Bituminous concrete wearing course (seal coat)/ asphalt coating):

Preparation of premix:

1. Coarse aggregate: it shall consist on the crushed hard trap stone metal, free from the coating of clay, silt and any objectionable material. Metal brought by the contractor for the different items of the works shall conform to I.R.C. specifications in all respects. The aggregate shall be obtained by crushing approved stones of specified type in mechanical crusher and shall be hard, close grained, sound trap stone metal, free from decay and weathering etc.

Metal shall be collected in stacks on level ground and neatly stacked at site of mixing. The metal shall be free from all earth, rubbish, vegetation and other foreign matter and graded before stacking and closely packed in the stacks. Tests considered necessary shall be carried out in an approved laboratory, when the Engineer-in-charge considers the quality doubtful or there is dispute about the quality. The cost of testing shall be borne by the contractor. The aggregate shall be entirely dry at the time of mixing.

Premix shall be prepared as under :(Ingredients for 25mm consolidated thickness of premix carpet).

3 cm premix carpet surfacing with 2.7 cum and 1.34 cum of stone chippings of 13.2 mm size and 11.2 mm size respectively per 100 sqm and 52 kg and 56 kg of hot bitumen per cum of stone chippings of 13.2 mm and 11.2 mm size respectively, including a tack coat with hot straight run bitumen, including consolidation with road roller of 8 to 10 tonne capacity etc. complete.

Sl. No.		
1	Stone chippings / screening 12.5 /13.2 mm nominal size	2.7 cum per 100 sqm
2	Stone chippings / screening 10 /11.2mm nominal size	1.34 cum per 100 sqm
3	Hot bitumen @ 52 kg per cum of stone chippings 2.7 cum of 13.2 mm nominal size chippings.	As specified in the tender item.
4	Hot bitumen @ 56 kg per cum of stone chippings 1.34 cum of 11.2 mm nominal size chippings.	As specified in the tender item.
5	Asphalt VG30 penetration from approved manufacturer heated to 177°C	As specified in the tender item.
6	Solvent	As per prevailing standard practice, if required.
7	Filler	Either clean line stone powder or Hydrated lime in desired quantity.

* The quantity of metal, chips, grit vary depending upon the local / site conditions. Use of quantity shall be judiciously determined in consultation with the Engineer-in- Charge but without compromising durability, finishing etc. at the time of commencement of the work.

Batches should be proportioned in accordance with the capacity of the mixer being used. Place clean stone metal and chips in the mixer. Add $\frac{2}{3}$ of the batch of quantity of hot asphalt at the designated temperature and mix well. Add grit/ sand and filler and continue mixing until the sand/grit is uniformly distributed throughout the mix. Then add remaining quantity of hot asphalt and continue mixing till the whole mix is uniform and homogeneous. If desired, the sand/grit shall be heated before use. The mix shall then be carried to the place of the deposition by means of wheel barrows.

The proportion suggested above should in the normal course give a dense mix. If necessary the proportion may be varied to obtain a dense mix at the discretion of the Engineer-in- charge at no extra cost.

2. Bitumen: Bitumen to be used should conform to IS 73 (latest version) for paving bitumen, with Viscosity Graded VG30 as specified and shall be from approved manufacturers.

The contractor on demand by the Engineer, obtain and furnish laboratory test certificate to the effect that the material conforming to the requirement of the specified grade, to the satisfaction of the Engineer-in charge. Bitumen content as specified by the weight of the total mix, shall be used in the mixture.

3. Tack coat: bitumen of the same grade as that used for the premix shall be heated to a temperature of 163 ° C to 177° C in a bitumen boiler and hot bitumen shall be applied evenly to the thoroughly cleaned and prepared road surface (as specified here –in –before) min. 0.750 kg per Sqm leaving no part of the surface unpainted. Application shall be done by a mechanically (preferably) or if permitted, by perforated pouring cans. The tack coat shall be applied just before the macadam is laid. Application of the tack coat shall be only slightly in advance of laying premix chips.

4. Premixing chips: The bitumen shall be heated to 163 ° C to 177 ° c in boiler. The aggregate of the approved grading as decided by the preliminary tests shall be dried and heated in an aggregate drier to a temperature of 149° C to 177° c and fed in twin shaft peddle type mixer at a temperature not less than 149 ° c. Avg. compacted thickness of 3 cm premix carpet surfacing with 2.7 cum and 1.34 cum of stone chippings of 13.2 mm size and 11.2 mm size respectively per 100 sqm and 52 kg and 56 kg of hot bitumen per cum of stone chippings of 13.2 mm and 11.2 mm size respectively, including consolidation with road roller of 8 to 10 tonne capacity etc. complete. The bitumen, the approved aggregate and filler shall be measured separately and accurately to the proportions in which they are to be mixed intimately till all the particles are completely coated with the bitumen. Asphalt/bituminous mixing plant proposed to be used by the contractor for the preparation of the asphalt/ bituminous mixing shall conform to all of the requirements of the job, which shall produce uniform mixtures of the required quality and got approved by the Bank's Engineer before mixing. The temperature of the premix bituminous macadam when leaving the mixer shall not be less than 130° C and it shall be not be less than 121° C at the time of laying.

Premix hot laid Bituminous Carpet surfacing with not less than 5.5% bitumen of Grade VG-30 content by weight including providing all materials stone chips and stone grit of black basalt stone, heating the bitumen & chips in drum plant or transporting it from ready mix plant to site of work, cleaning of the road surface, laying carpet by paver finisher of required thickness including compacting with power roller of 8 to 10 tonne capacity etc. complete to achieve average compacted thickness of 30mm.

Bituminous macadam shall be transported to the site and laid on the site in suitable tipping vehicle suitably insulated to protect from the weather conditions and retain the heat. The road surface shall be suitably marked to ensure correct and uniform applications. Width of the macadam to be laid shall be slightly more (not exceeding 50 mm on each side) that the required carriage way at the free edge, as per directions of engineer in charge. The irregularities shall be corrected by rolling.

5. Compaction: the base bituminous macadam course shall be compacted thoroughly and evenly with 8/10 tonne roller immediately after it is laid. Compacted thickness shall be as specified in schedule of quantity. Care shall be taken to terminate all the edges, fully compacted, neatly finished, in proper line and level.

The surface shall be checked for correct grade during and after rolling. Any irregularities shall be corrected by adding pre-coated chips or removing the surplus. The distributed surface shall be compacted again. If necessary, the roller wheel should be coated with oil to prevent the coated chips from sticking to the wheels. Rolling shall be continued till no wheel marks are left on the surface. The speed of the roller shall be sufficiently slow to prevent any pushing under the wheels.

6. Seal Coat: Providing and laying seal coat of premix fine aggregate (passing 2.36 mm and retained on 180 micron sieve) with bitumen using 128 kg of bitumen of grade VG 30 bitumen per cum of fine aggregate and 0.60 cum of fine aggregate per 100 sqm of road surface, including rolling and finishing with road roller to give a smooth finish including making good all damages, carting away debris or left-over material, cleaning and clearing of site etc. all complete directed.

Material shall conform to IS Specifications:

1. Bituminous concrete: shall consist of mixture of mineral aggregate, sand and filler, graded to fill the voids, mixed with the bitumen binder to obtain maximum stability and durability. It shall be spread and compacted to a prepared bituminous macadam base conformity with the lines, grades and cross section as directions. The aggregate shall be preheated the temperature specified for the bitumen and mixture shall be laid hot.
2. Coarse aggregate : the coarse aggregate brought by the contractor shall be as per IRC hard black trap, crushed in crushers shall be clean strong, tough, dense, close grained angular but not flaky and free from soft, decayed, weathered portion, coating of dust, dirt or other objectionable matter. Maximum size of the aggregate shall be suitable for the thickness of the seal coat (12/15 mm or as specified).
3. The aggregate grading composition and characteristics of the surface (wearing course mix) shall conform to standard code of practice.
4. Fine aggregate: The fine aggregate shall be clean, natural, river bank or pit sand or pit sand or quarry sand produced in crushing plant and satisfying the requirement of the grading the aggregate of the bituminous concrete as stated above or as determined by the tests.
5. Filler: the filler shall be dry and clean limestone powder hydrated lime having calcium oxide content of not less than 60% both passing BS sieve no 8 .it shall be free from the lumps and loosely bonded aggregation. When tested by laboratory sieves, 100 % shall pass through the BS sieve No 14, 80% shall pass through BS sieve no 8. Fillers shall be added to the aggregate to give the above grading determined by the tests.
6. Bitumen shall be of specified viscosity grading or such other grade specified by the Bank's Engineer and confirm to IS 73 (latest version).

7. The renderers shall indicate the exact grading, bitumen content, voids, specific gravity etc. which they propose to adopt for type of treatment offered by them. If necessary, they may visit the site.
8. Preparation of the base: Dirt, dust and other foreign materials if accumulated shall be cleared off leaving the surface entirely clean. The prepared surface shall be closed to traffic and so maintained fully clean till the seal coat is applied.
9. Mixing and laying premix: The bitumen shall be heated to 163 ° C to 177 ° C in boiler. The aggregate of the approved grading as decided by the preliminary tests shall be dried and heated in an aggregate drier to a temperature of 149° C to 177° C and fed in twin shaft paddle type mixer at a temperature not less than 149 ° C. The bitumen, the approved aggregate and filler shall be measured separately and accurately to the proportions in which they are to be mixed intimately till all the particles are completely coated with the bitumen.

Asphalt/bituminous mixing plant proposed to be used by the contractor for the preparation of the asphalt/ bituminous mixing shall conform to all of the requirements of the job, which shall produce uniform mixtures of the required quality and got approved by the bank's Engineer before mixing.

10. Compaction: the bituminous concrete shall be allowed to cool sufficiently such that it does not spread under wheel load of 8 to 10 tonne roller. The compaction shall be done by the roller till no wheel mark is available and no further compaction is possible. The road shall be open to traffic on cooling of the material with the atmospheric temperature after 6 to 8 hours as finished work is over. The desired cross fall or camber from crown to water table of the footpath shall be about 1:36 to 1:55 or as per instruction of officer in-charge. Also proper gradient of the road shall be maintained.
11. Rolling: Rolling should be started with a diesel power three-wheeler roller not less than 8 tonne capacity. The contractor has to keep one more stand by roller in case of emergency. Rolling should start from the edge and proceed towards the centre the pavement with minimum four successive lapping on the strip. The temp of the mix at the time of starting the rolling shall not be less than 90° C. Rolling shall proceed continuously at the speed not more than 5km To prevent adhesion of the mix to the roller wheels, the wheels, shall be kept continuously wet with water by means of hessian cloth.
Rolling shall be done with 8/10 T capacity. No impression of rolling is allowed to be on the surface.
12. The contractor shall have to keep two thermo-meter at the site for the record after and thermo-meter as the plant to record the temperature of hot mix.
13. After the premix carpet is laid the surface shall be sealed with premix grit prepared as described below with a suitable cutback added. The premixes seal must be brushed in to fill the interstices, additional materials being applied to during rolling if found necessary. The quantity of premixed seal shall be approximately 0.15 cum per 10 Sqm.

Seal coat of premix fine aggregate (passing 2.36 mm and retained on 180 micron sieve) with bitumen using 128 kg of bitumen of grade VG 30 bitumen per cum of fine aggregate and 0.60 cum of fine aggregate per 100 sqm of road surface, including rolling and finishing with road roller to give a smooth finish including making good all damages, carting away debris or left-over material, cleaning and clearing of site etc. all complete directed so as to fill as the minute voids and provide as waterproof road surface.

General requirement of premix carpet and seal coat:

1. Testing: The contractor shall get the testing done from the reputed laboratory .Tests specified by the Banks engineer shall be made by them on bituminous mixture produced to ensure compliance with these specifications and copy of the tests result duly signed by the competent authority of the contractor shall be submitted to the Banks Engineer for record. The test shall include water absorption, stability, filler content etc. the necessary instruments such as template, straight edge, and thermometer shall be made available on the site.
2. Testing surface: The completed surface when ready for acceptance shall be thoroughly compacted, smooth, true to line, grade camber and free from irregularities when tested by means of a straight edge of 3 m long template, laid on the finished surface parallel with centre line of the road, surface shall in no place vary more than 6 mm from the working edge.
3. The contractor shall make available, the access to the Bank's Engineer or any other authorized representative to the mixing plant for the inspection of the material/ specifications etc. and will extend full cooperation for the same.

Date:

Place:

Signature of the contractor with seal

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank).

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank Of India, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for **Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad** and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section IV of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for **Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad**. The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5 Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6 This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7 The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9 Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10 The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of or and on behalf of above named Bank.
(Banker's Name and Seal)

Bank Manager
(Banker's seal)

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

To:

The Regional Director,
Reserve Bank of India,
Near Gandhi Bridge,
Ahmedabad

Dear Sir

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad** as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____
(INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your Regional Director debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of
(Banker's Name & Seal)
BRANCH MANAGER
(Banker's Seal)
Address _____

Proforma of Performance Bank Guarantee for the contract

The Regional Director,
Reserve Bank of India
Estate Department,
Ahmedabad

Date

Name of the centre: Reserve Bank of India, Ahmedabad

Dear Sir/Madam

Name of work: **-Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad**

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called "the Employer") has invited tenders for **Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad** hereinafter referred to as "the work") on the terms and conditions mentioned in the tender documents.

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

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

NOW THIS GUARANTEE WITNESSTH

1. We _____ (name of the Scheduled Bank) do hereby agree with and undertake to the Reserve Bank of India, their successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs._____/-(Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Caution Money for satisfactory execution of the low rated items of work for the due performance of the obligations of the Tenderer under the said additional Conditions, provided, that our liability against such sum shall not exceed the sum of Rs._____/-(Rupees _____ only).

2. We also agree to undertake to and conform that the sum not exceeding Rs. _____/-(Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week, from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement of agreements or other understandings between the Reserve Bank of India and the Tenderer.
4. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.
5. We hereby further agree that:

(a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing 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 grating of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/-(Rupees _____ only).

(b) Our liability under these present shall not exceed the sum of Rs. _____/-(Rupees _____ only).

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

(d) This guarantee shall remain in force up to six months from _____ (date of scheduled completion) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said herein.

(e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the _____ (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. **Unless a claim or suit or action is filed against us within six months from that date under clause (d) above or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all over obligations and liabilities hereunder.**

Yours' faithfully,
For and on behalf of

(Seal of the Scheduled Bank)

Signature of the Authorised Official

(Name, designation, date etc.)

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

Proforma for Indemnifying the Employer against Patent Rights
(On Non-Judicial Stamp Paper of appropriate value)

To,

Shri Rajesh Kumar
Regional Director,
Estate Department,
Reserve Bank of India
Ahmedabad – 380014

Dear Sir

Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

Name and Address of the Contractor:

Sign & Seal of the Contractor:

Date:

Place:

Proforma for undertaking/Declaration/certificate by the Bidder regarding Country sharing land border with India

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

To,
Shri Rajesh Kumar
Regional Director,
Estate Department,
Reserve Bank of India
Ahmedabad – 380014

Dear Sir

“Providing, supplying and laying premix carpet on damaged internal roads at Bank’s Quarters at Subhash Bridge and Navrangpura, Ahmedabad

I/ We, M/s _____

(Name and address, including

Country of location of bidder have read and understood the content of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders/revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India

regarding the restrictions on procurement from a bidder of a Country which shares a land border with India.

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

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

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

4. I/We know and understand that, if this undertaking/Declaration/Certificate submitted by us is found to be false, the Bank shall be free to reject/terminate our tender/Work Order and the Bank shall also

be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/Performance Bank Guarantee/Security Deposit and/or debarring us from participating in tenders invited by the Bank in future.

Authorised signatory

Name and Address of the Contractor:

Sign & Seal of the Contractor:

Date:

Place:

Undertaking regarding declaration of debarment by public institution(s)
(To be submitted by the tenderer on their letter head)

Name of Work: **Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad**

1. I / We _____ (Name of the bidder) declares that,

a) I / We or any of our allied firm* is / or not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on _____ (last date of submission of bid).

b) I / We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on _____ (last date of submission of bid).

c) We will inform the Bank in writing, in case, I / We or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I / We _____ (Name of the bidder) declares that, I / We or any of our allied firm* _____ (Name of the allied firm(s)) * is / are debarred / suspended / blacklisted by _____ (Name and address of the public institution in India or any other country) and the same effective up to _____ (date). A copy of such letter is attached for your information and record.

(Seal and Signature of the bidder)

Date:

Place:

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

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

Part - II



भारतीय रिज़र्व बैंक RESERVE BANK OF INDIA

RBI/Ahmedabad Regional Office/Estate/2/23-24/ET/156

ई – निविदा सुभाष ब्रिज स्टाफ क्वार्टर, अहमदाबाद में क्षतिग्रस्त आंतरिक सड़कों पर प्रीमिक्स कालीन उपलब्ध कराने, आपूर्ति करने और बिछाने का कार्य

E-TENDER

Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad

निविदाकर्ता का नाम

/Name of the Tenderer : _____

पता /Address: _____

Last date of Submission: December 04, 2023 on or before 02:00PM

PREAMBLE

Special Instructions to the Bidders

1. The workmen will not be allowed to stay within the premises during night.
2. The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed to enter the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labourers /workers will have to comply with the security regulations of the Bank.
3. Before quoting the rate for all tender items, the contractor must visit the site and get himself/herself acquainted with site condition and understand scope, nature of work, location, lead and lift, transportation, security requirement etc. to have beforehand information.
4. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
5. The electric power required for the work can also be drawn from the Electric supply available at site free of cost. But the Contractor has to make his own arrangements to take the supply to the requisite locations using required capacity ELCB. It will be ensured by the contractor that the entire work site is properly illuminated at all time with due safety measures when the work is in progress with properly insulated wiring/cables joints to avoid any untoward incident during work execution period.
6. The entire materials for the work shall be brought to the working area through the available staircase passage only during specified time of working hours, as per instructions of Bank's Engineer / ACT of the colony without any / least disturbance to the occupants.
7. The bidder may please note that the work has to be carried out in an occupied building during normal working hours/restricted hours without causing any inconvenience to the occupants. The rates quoted for each item shall be quoted accordingly. The Bidder may please also note that, the work has to be carried out during the daytime or as per the Bank's instructions. All dismantling work and work generating noise shall be done during the daytime and if need be, daytime work may have to be done on restricted hours. Contractor shall consider the above aspect while quoting the rates. Neat housekeeping always is the responsibility of the Contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required from floors, staircase, lobby etc. and debris collected in bags shall be stored at the specified place inside the colony premises, as per the instructions of the Bank's Engineer / ACT of the colony. The bidder shall remove all the debris stored at the specified place outside the Bank's premises at no extra cost to Bank and dumped in to authorised Municipal Dumping Yard when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The Contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules / regulations in this regard.

8. Care shall be taken that other area may be kept intact while executing the said job. If anything is damaged, the same shall be rectified at no extra cost.
9. The successful bidders shall include, in the quoted price, all allied misc. civil works such as chasing in wall, drilling holes etc. and make the surface good after grouting etc. Any damages, scratches, dents or such defects noticed shall be got rectified to the satisfaction of the Bank and as directed without any extra to the Bank by the contractor.
10. The successful contractor shall also be responsible for the safety and security of all their materials and for ensuring / following fire prevention steps always in the working premises including their part of the work.
11. The contractor shall depute a qualified and experienced supervisor always during execution of the work. No work shall be carried out at site in unsupervised manner.
12. The contractor shall use only approved brands of materials as per the tender.
13. The successful bidder shall make necessary arrangement to protect & cordon off the work area by appropriate barricading/ covering the work area suitably with ply boards / construction net etc. The successful bidder shall also be required to provide proper capital notice boards at conspicuous places.
14. 5% R.M.D. will be kept with Bank for a performance period of twelve months bearing no interest or appropriate Bank Guarantee for equal amount as per proforma approved by Bank.
15. Work will be allowed to commence only after submission of requisite, EMD, insurance, execution of agreement and Performance Bank Guarantee as per tender.
16. The rate quoted shall be inclusive of GST, transportation etc. for tender items.
17. The work is to be carried out through authorised applicator of the manufacturer from the list of approved material / brand mentioned in the tender.
18. The bidders shall quote their rates taking into account all the above instructions and conditions of the contract.
19. Work may have to be carried out at night also as per local byelaws
20. The rate quoted shall be inclusive of all taxes, levies, material, labour, transportation, required tools, plants and equipment, filling of existing potholes and preparation of speed breakers and exterior quality road marking paint on speed breakers, raising of the existing manholes with frames etc. at all lead and lift complete as directed by Bank's Engineer.

Place :

Signature of contractor with seal.

Date :



Reserve Bank of India
Estate Department
Ahmadabad

Name of work: Providing, supplying and laying premix carpet on damaged internal roads at Bank's Quarters at Subhash Bridge and Navrangpura, Ahmedabad.

Bank's Estimate

Item No	Item Description	Quantity Sqm	Rate Rs.	Unit	Amount Rs.
1	<p>Providing, supplying and laying of average 30mm thick (thickness specified shall be after rolling & compaction) premix carpet at required temperature to proper level, grade and Camber over the existing bituminous road, speed breakers and compacted by rolling all as per specification, as under:</p> <p>Scratching or pricking the existing asphalted road surface, thoroughly cleaning of surface with wire brush, soft broom including filling up all local potholes, depressions or undulation, if any etc., After cleaning and preparing the road surface:</p> <p>a) Provide and apply tack coat using hot straight run bitumen of Grade VG- 30 including heating the bitumen, spraying on bituminous surface @ 0.75 Kg / sqm with mechanically/manually operated spray unit fitted on bitumen boiler.</p> <p>b) Providing and laying hot mix (Premix) hot laid Bituminous Carpet surfacing with not less than 5.5% bitumen of Grade VG-30 content by weight including providing all materials stone chips and stone grit of black basalt stone, heating the bitumen & chips in drum plant or transporting it from ready mix plant</p> <p>to site of work, cleaning of the road surface, laying carpet by paver finisher of required thickness including compacting with power roller of 8 to 10 tonne capacity etc. complete to achieve average compacted thickness of 30mm.</p>	3550		Sqm	

	<p>c) Providing and laying seal coat of premix fine aggregate (passing 2.36 mm and retained on 180 micron sieve) with bitumen using 128 kg of bitumen of grade VG 30 bitumen per cum of fine aggregate and 0.60 cum of fine aggregate per 100 sqm of road surface, including rolling and finishing with road roller to give a smooth finish including making good all damages, carting away debris or left-over material, cleaning and clearing of site etc. all complete directed.</p> <p>The rate shall be inclusive of all taxes, levies, material, labour, transportation, required tools, plants and equipment, filling of existing potholes and preparation of speed breakers and exterior quality road marking paint on speed breakers, raising of the existing manholes with frames etc. at all lead and lift complete as directed by Bank's Engineer.</p> <p>Note: The contractors should inspect the entire site of work and verify the quantity of potholes fillings, speed breaker etc., before quoting the rates as no separate payment will be made on this account.</p>				
				GST 18%	Rs.
				Total Amount	Rs.
				Say	Rs. ____ lakhs/-

(Rupees _____ only)

Place :

Signature with seal of tenderer

Date :