



रिज़र्व बैंक स्टाफ महाविद्यालय

संपदा कक्ष, चेन्नई - 600 018

एडमिन ब्लॉक, रिज़र्व बैंक स्टाफ महाविद्यालय, चेन्नई में पुरुष शौचालय का नवीनीकरण

निविदा आमंत्रण सूचना (एनआईटी)

रिज़र्व बैंक स्टाफ महाविद्यालय, चेन्नई (इसके बाद "नियोक्ता" के रूप में संदर्भित किया गया है) कार्य की अनुसूची (एसओटी) के अनुसार "एडमिन ब्लॉक, रिज़र्व बैंक स्टाफ महाविद्यालय, चेन्नई में पुरुष शौचालय का नवीनीकरण" कार्य के लिए भारतीय रिज़र्व बैंक, चेन्नई के पैनल में शामिल वेंडरों से ई-निविदाएं आमंत्रित करता है। कार्य की अनुमानित लागत रु 8.10 लाख रुपये है और उक्त कार्य को प्रारंभ करने के लिए लिखित आदेश जारी होने के 10वें दिन से 30 दिनों के भीतर पूरा किया जाना अपेक्षित है।

निविदाकारों को ई-निविदा के अनुदेशों के अनुसार 29 फ़रवरी 2024 को या उससे पहले 02.00 बजे तक सभी प्रकार से पूर्ण सभी सहायक दस्तावेजों के साथ इलेक्ट्रॉनिक रूप से अपना प्रस्ताव प्रस्तुत करना चाहिए। निविदा की तकनीकी बोली (भाग I) और मूल्य बोली (भाग II) 29 फ़रवरी 2024 को अपराह्न 03.00 बजे इलेक्ट्रॉनिक रूप से खोली जाएगी। उपर्युक्त किसी भी तिथि को अवकाश होने पर, अगले कार्य दिवस में तत्संबंधी कार्य पूरा किया जाएगा। केवल उन निविदाकारों की वित्तीय बोली (भाग II) इलेक्ट्रॉनिक के माध्यम से खोली जाएगी जिनके भाग I दस्तावेज, मूल्यांकन के बाद पात्र पाए गए।

निविदा दस्तावेज को आरबीआई की वेबसाइट www.rbi.org.in से डाउनलोड किया जा सकता है। इस टेंडर के संबंध में कोई भी संशोधन / शुद्धीपत्र / स्पष्टीकरण केवल वेबसाइट / ई-पोर्टल पर अपलोड किया जाएगा। निविदाकर्ताओं को सूचित किया जाता है कि वे बोली प्रस्तुत करने से पहले किसी भी संशोधन / शुद्धीपत्र / स्पष्टीकरण के लिए उपर्युक्त वेबसाइट / ई-पोर्टल को देखें और सत्यापन करने के बाद प्रस्तुत करें। महाविद्यालय के पास बिना कारण बताए किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है।

मुख्य महाप्रबंधक / प्रधानाचार्य
रिज़र्व बैंक स्टाफ महाविद्यालय,
सं. 359, अण्णा सालै, तेनांपेट
चेन्नई - 600018

निविदा की अनुसूची

1. ई-निविदा सं.	आरबीआई/रिज़र्व बैंक स्टाफ कॉलेज/एस्टेट/10/23-24/ईटी/551
2. निविदा का नाम	एडमिन ब्लॉक, रिज़र्व बैंक स्टाफ महाविद्यालय, चेन्नई में पुरुष शौचालय का नवीनीकरण
3. निविदा का माध्यम	ई-खरीदारी प्रणाली ऑनलाइन ऑनलाइन भाग- I - पूर्व अहता मानदंड और तकनीकी वाणिज्यिक बोली और भाग- II - मूल्य बोली www.mstcecommerce.com/eproc के माध्यम से ई-निविदा के लिए दिशानिर्देश अनुलग्नक - I के रूप में प्रदान किए गए हैं।
4. पार्टियों के लिए निविदा आमंत्रण सूचना (एनआईटी), डाउनलोड हेतु उपलब्ध होने वाली तिथि	दोपहर 02:00 बजे 19 फ़रवरी 2024
5. बयाना जमा राशि	सफल बोलीदाता से कुल अनुबंध राशि का 2%
6. बयाना जमा राशि करने की अंतिम तिथि	सफल बोलीदाता को कार्य आदेश के अनुसार
7. बोली पूर्व बैठक	22 फरवरी 2024 को सुबह 11:30 बजे सम्मेलन कक्ष, रिज़र्व बैंक स्टाफ महाविद्यालय, ग्राउंड फ्लोर, नंबर 359, अन्ना सलाई, तेनाम्पेट, चेन्नई - 600 018
8. ऑनलाइन माध्यम से तकनीकी वाणिज्यिक बोली और मूल्य बोली संबंधी ई-निविदा प्रस्तुत करने की शुरुआती तारीख	दोपहर 02:00 बजे 23 फरवरी 2024 www.mstcecommerce.com/eproc
9. तकनीकी वाणिज्यिक बोली और मूल्य बोली संबंधी ऑनलाइन ई-निविदा प्रस्तुत करने की अंतिम तारीख	दोपहर 02:00 बजे 29 फरवरी 2024
10. निविदा खोलने की तारीख व समय	अपराह्न 03:00 बजे 29 फरवरी 2024
11. लेन देन शुल्क	जैसा कि एमएसटीसी लिमिटेड द्वारा प्रभारित



रिज़र्व बैंक स्टाफ महाविद्यालय / RESERVE BANK STAFF COLLEGE

संपदाविभाग, चेन्नै - 600 018 / Estate Cell, Chennai - 600 018

e- Tender – No. RBI/Reserve Bank Staff College/Estate/10/23-24/ET/551

For

**Renovation of Gents' Rest rooms at Admin Block,
Reserve Bank Staff College, Chennai**

**Part I
(Techno-Commercial Bid)**

Name of Bidder _____

Address _____

**Date of Pre-Bid meeting: Venue / Time: Hall – Conference room,
RBSC, Chennai on February 22, 2024 at 11.30 p.m.**

**Due Date and time of Submission of e-Tender: February 29,
2024 at 2.00 p.m**

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Notice Inviting Tender

Reserve Bank Staff College (hereinafter referred to as “the Employer”) invites e-tenders from the **empaneled vendors of Reserve Bank of India, Chennai** for the work of ‘**Renovation of Gents’ Rest rooms at Admin block, Reserve Bank Staff College, Chennai**’, as per the schedule of tender given below. The work is estimated to cost **₹ 8.10 lakh** and is to be completed within **30 days** from the **10th day** of issue of written order to commence the work.

The tenderers should electronically submit their proposal, as per the instructions regarding e-Tender, along with all supporting documents complete in all respects **on or before February 29,202 at 2.00 p.m.** The technical bid (Part I) and Price bid (Part II) will be **opened electronically on February 29, 2024 at 3.00 p.m.** In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein. Price Bid (Part II) of only those bidders who are found to be eligible on evaluation of their Part I documents will be opened.

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

**The Chief General Manager / Principal
Reserve Bank Staff College
No.359, Anna Salai, Teynampet
Chennai – 600 018**

1 Important information

1.1. Schedule of Tender

a. E-tender No.	RBI/Reserve Bank Staff College/Estate/10/23-24/ET/551
b. Name of work	Renovation of Gents' Rest rooms at Admin block, Reserve Bank Staff College, Chennai
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn) Guidelines for e-tender has been provided on the website of MSTC.
d. Date of NIT available to parties to download	February 19, 2024, 2.00 p.m.
e. Earnest Money Deposit	2% of the total Contract Amount from successful bidder
f. Last date of submission of EMD.	As per work order to the successful bidder
g. Pre-bid Meeting	February 22, 2024, 11.30 a.m. at Conference Room, Reserve Bank Staff College, No.359, Anna Salai, Teynampet, Chennai – 600 018
h. Date of starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn	February 23, 2024, 2.00 p.m.
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	February 29, 2024, 2.00 p.m.
j. Date & time of opening of Tender	February 29, 2024, 3.00 p.m..
k. Transaction Fee	As charged by MSTC Limited

1.2. General instructions

- **Bidders who are empaneled with RBI, Chennai under the category of Civil, Interior, Fabrication, Painting works above ₹ 5 lakh and upto ₹ 10 lakh are only eligible to participate in this tender.**
- Decision of the Employer regarding the eligibility of bidders for participation in the tender will be final and binding. The Employer is not bound to assign any reason therefor.
- Bids containing false and / or inadequate information are liable for rejection.
- Only those bidders, who satisfy the following eligibility criteria shall be eligible to participate in the e-tender:
 - They should be in the valid empaneled Contractor list of RBI, Chennai under the appropriate category of works mentioned above.
 - **The Contractors should not have been de-listed / banned for any reasons or any contract awarded to them should not have been terminated during the last 2 years on account of non-performance / any other reasons decided by the Employer.**
- Clarifications, if any, required may be obtained from Reserve Bank Staff College, Estate Cell, Chennai during working hours of the Employer.
- Part II (Price Bid) submitted by those bidders who do not qualify the above conditions will be rejected.
- **Vendors are requested to quote item rates including GST on each item in Price Bid. The final total amount shown in the system will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.**

2. Form of Tender

To

The Principal
Reserve Bank Staff College
No.359, Anna Salai, Teynampet
Chennai – 600 018

Dear Sir,

Having examined the specifications, designs and Schedule of Quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to execute the works specified in the said memorandum within the time specified at the rates mentioned in the attached Schedule of Quantities, specifications and in accordance, in all respects, with the Specifications, Designs, Drawings (if any) and instructions in writing referred to in Articles of Agreement, Special Conditions, Schedule of Quantities and General Conditions of Contract, Annexures and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Name of the work:	Renovation of Gents' Rest rooms at Admin block, Reserve Bank Staff College, Chennai
(b)	Estimated Cost of the work	₹ 8.10 Lakh
(c)	Earnest Money	2% of the total Contract Amount from the successful bidder
(d)	Date of Commencement	Within 10 days from the date of written order to commence the work, including the date of work order
(e)	Time for completion of the work	30 days , which shall be reckoned from the 10 th day of issue of written order to commence the work.
(f)	Liquidated Damages	0.25% of the contract value per week for the period for which the work remains incomplete beyond the stipulated period of completion subject to the ceiling of 10% of the contract value.
(g)	Defects Liability period	1 Year from the date of Virtual Completion of the work

I / We agree to the following:

1. Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India, the amount mentioned in the said conditions.
2. Should this tender be accepted, I / we shall deposit a sum equivalent to 2% of the total Contract Amount as Earnest Money Deposit with the Reserve Bank Staff College, which

amount is not to bear any interest. Should I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me / us to the Reserve Bank of India / Reserve Bank Staff College.

3. I / We confirm that the tender submitted by me / us is confirming to all the terms and conditions mentioned in the tender document.
4. I / We agree that our Tender will remain valid for acceptance by the Employer for 90 days from the date of opening of Part I of the Tender and this period of validity can be extended for such period as may be mutually agreed between the Employer and us in writing. We also agree to keep the Bank Guarantee (if any) towards earnest money deposit valid during the entire period of validity of Tender.
5. I / We do hereby declare that there is no case with the Police / Court / Regulatory Authorities against me / us. Also, I / We have neither been suspended / delisted / disqualified by any organization including Reserve Bank of India / Reserve Bank Staff College for any reason nor any such proceedings are pending or contemplated. I / We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.
6. I / We certify that all the information furnished by me / us is true to the best of my / our knowledge. I have no objection to RBSC verifying any or all the information furnished in this document with the concerned authorities, if necessary.
7. I / We understand that the Employer reserves the right to accept or reject any or all the Tender either in full or in part without assigning any reason therefore.

Accepted with Digital Signature Certificate

3 Articles of Agreement (Proforma)

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

WHEREAS the Employer is desirous of carrying out the work of '**Renovation of Gents' Rest rooms at Admin block, Reserve Bank Staff College, Chennai**' and has prepared drawing and Schedule of Quantities showing and describing the work to be done under the direction of the Bank's Engineer.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

5. Work order No. _____ dated _____, all communications regarding this tender and corrigenda shall form the part of this Agreement.
6. This Contract is neither a fixed Lumpsum Contract nor a Piece-work Contract but is a Contract for to carry out the work in respect of "**Renovation of Gents' Rest rooms at Admin block, Reserve Bank Staff College, Chennai**". Payment will be settled according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for carrying out of all the works relating to civil works and other ancillary works in the manner laid down in the said Conditions and shall make good any damages done to walls, floors, etc., after the completion of such works.
8. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. **Time** shall be considered as one of the important factors of this contract and the contractor hereby agrees to commence the work immediately in consultation with the Bank's Engineer. The time allowed for completion of work is **30 days** from the tenth day of issue of work order failing which the sum named in the Appendix as "Liquidated Damages" shall be levied by the employer, subject nevertheless to the provisions for extension of time.
10. All payments by The Employer under this Contract will be made only at Chennai.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.
12. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipment's, etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to his / their employees to ensure that the obligations of non-disclosure of confidential information

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

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

If the contractor is a Partnership or an Individual

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

If the contractor is a Company

IN WITNESS WHEREOF the Employer has set its / their hand to these presents through its / their 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 / their behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED BY THE
Reserve Bank Staff College by the hand of
Shri _____
(Name and Designation)

in the presence of

(1)

Address

(2)

Address

Witnesses

SIGNED AND DELIVERED BY
_____ in the presence of

(1)

Address

(2)

Address

Witnesses

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

(1)

(2)

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

(1)

(2)

SIGNED AND DELIVERED BY

The Contractor by the hand of
Shri _____

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

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

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

4 Instructions to Bidders

E-tenders comprising duly filled in Part I (Techno-Commercial Bid) and Part II (Price Bid) of the tender should be uploaded in MSTC website under RBI Portal for the work of '**Renovation of Gents' Rest rooms at Admin Block, Reserve Bank Staff College, Chennai**'.

1. The Employer discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition, it shall be addressed as a special remark. The condition(s), if any, will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Employer will be intimated to the tenderers.
2. Part I (Techno-Commercial Bid) of the tender shall be opened at 2.00 **p.m. on February 29, 2024**. Part II (Price Bid) of the tender shall be opened on the same day after verification of the documents, if any, submitted along with Part I of the tender.
3. Tenders shall remain valid for acceptance by the Employer for a period of three months from the date of opening of the tender, which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
4. Digital Signatures may be used to submit the tender in token of his / their acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down.
5. If any of the document is missing, the tender may be considered invalid by the Employer at its / their discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
6. The vendors shall pay the transaction fee vide the procedures listed in [Annexure I -'Guidelines for e-procurement'](#).
7. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

8. **Earnest Money Deposit** for a sum of **2% of the total Contract Value** shall be remitted to the Bank Account of Reserve Bank Staff College by the successful tenderer within 7 days of issue of Work Order.
9. The EMD paid by the successful bidder shall be released without any interest by the Employer on virtual completion of the work and settlement of final bill.
10. The EMD shall not be accepted in any form other than the one mentioned in the tender notice. The **EMD / Performance Security Bank Guarantee** submitted by the successful bidder shall be forfeited / invoked, in case he / they fail(s) to commence the work awarded to him / them within the prescribed time limit.
11. The Reserve Bank Staff College does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money Deposit will be refunded to the bidder, if he / they are found not fulfilling the 'eligibility criteria' or if his / their tender is not accepted by the Employer, but without any interest. Under no circumstance Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
12. The successful tenderer shall indemnify the Employer against all risk by obtaining and keeping in force / currency throughout the Contract Period, necessary Insurance Policies of appropriate value including Contractors All Risk Policy, Workmen Compensation Policy, Third Party Liability Policy, etc., from an Insurance Company approved by the Employer, as per Clause no.25 of the General Conditions of the Contract.
13. On receipt of intimation from the Employer of acceptance of his / their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof the successful bidder shall sign an agreement in accordance with the Articles of Agreement (Proforma) mentioned in the tender and the Schedule of Conditions but the written acceptance by the Reserve Bank Staff College of a tender will constitute a binding contract between the Reserve Bank Staff College and the person so tendering, whether such formal agreement is or is not subsequently executed.
14. As a security for the due fulfilment of the contract by the Contractor, 5% of the value of the work done will be deducted by the Employer from each payment to be made to the Contractor towards Retention Money. This Retention Money to be deducted will be

termed as 'Total Security Deposit'. The retention money shall be released after the expiry of the Defect Liability Period subject to the satisfactory rectification of all defects pointed out during the Defect Liability Period and as per the terms and conditions of this contract document. The amounts retained by the Employer as Retention Money Deposit / Security Deposit shall not bear any interest.

15. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the 'Total Security Deposit', if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good in cash the amount so deducted.
16. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the Contract whereupon the 'Total Security Deposit' shall stand forfeited to the Employer.
17. The Contractor shall carry out all the works strictly in accordance with the design and drawings, details, specifications and instructions of the Bank's Engineer.
18. A schedule of probable quantities in respect of each work and specifications accompany these documents. The schedule of probable quantities is / are liable to alteration by omissions, deductions or additions at the discretion of the Employer.
19. The bidder must obtain for himself on his / their own responsibility and at his / their own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself / themselves with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
20. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, double scaffolding, centering, boxing, staging, planking, tools, plants, equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary plumbing and electricity supply arrangements (Water and electricity may be made available at the available sources within the Employer's Premises at free of cost. However, conveying the same to required location(s) including required plumbing / electrical pipes / cables / wires, fittings

/ fixtures, etc., shall be at the risk & cost of the contractor), protection of the public and safety of walls, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding, staging, etc., as occasion shall require or when ordered to do so and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank's Engineer. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway / road / water freight charges or any conditions whatsoever.

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

24. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he / they shall be liable to pay compensation as defined in Clause no. 27 'Liquidated Damage for non-completion' of the General Conditions of the Contract. The Contractor shall, before commencing the work, prepare a detailed work programme which shall be approved by the employer.
25. The Contractor shall not be entitled to any compensation for any loss suffered by him / them on account of delay in commencing or executing the work, whatever the cause of delay may be, including delay arising out of modifications to the work entrusted to him / them or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
26. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Schedule of Quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer.
27. The successful tenderer must co-ordinate with the other contractors appointed by the Employer so that the execution of work shall proceed smoothly with the least possible disturbance / delay and to the satisfaction of the Bank's Engineer.
28. The Contractor must bear in mind that all the works shall be carried out strictly in accordance with the Specifications, design drawings made by the Bank and also in compliance with the requirements of the local public authorities and to the requirements of the Employer and no deviation on any account will be permitted unless otherwise they are given in writing by the Employer.
29. The successful tenderer should make his / their own arrangement to obtain all materials required for the work. The materials as far as procurable shall be first / premium quality conforming to latest relevant Indian / international standard code of provisions as

mentioned in schedule of quantities.

30. Defective Materials: Any defects or faults in the materials supplied and in the work,, done by the contractor which may appear during execution of the work or within twelve months shall upon the discretion of the Bank's Engineer be replaced or set right by the Contractor at his / their own cost within 7 (seven) days of receiving such directions. The Employer reserves the right to get the work executed / work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Contractor.
31. Approval of samples: The Contractor shall have to produce samples of the material for Bank's approval for which no separate payment will be made. Approval of the sample by the Employer will not relieve the contractor from his / their responsibility / obligation about the specifications and other stipulations in the contract.
32. The Contractor shall use materials of the makes / manufacturers specified in the list of material of approved make / brand / manufacturer contained in the e-tender clauses, strictly as per the manufacturer's specifications.
33. Electricity and water shall be provided free of cost for execution of the work at one point within the premises. Contractor shall make his / their own arrangements for conveying the same to the required locations. The contractor shall, however, take care to ensure that no undue wastage of electricity & water is caused. Necessary safety measures as required by the Employer shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Employer if any laxity on his / their part is observed in this matter.
34. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto.
35. IS Code / other Code numbers wherever mentioned in the tender shall be the latest version as on the date of opening of tenders.
36. EMD / 'Total Security Deposit' for the Defect Liability of the successful tenderer will be forfeited / invoked, if he / they fail to comply with any conditions of the Contract.
37. The tenderers must obtain for himself / themselves at his / their own responsibility and at

his / their own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself / themselves with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.

38. Errors, Omission and Descriptions:

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

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

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

under the said Acts, rules / regulations and / or any bye-laws or rules framed under or any of these, the Reserve Bank Staff College, Chennai shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's payments and Security Deposit.

41. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipments, etc., which may come to the possession or knowledge of the Contractor during the course of discharging its / their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or 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 / their employees to ensure that the obligations of non-disclosure of confidential information under this Agreement is fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

42. Prevention of sexual harassment at workplace: -

a) 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 / their employee/s within the premises of the Employer, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.

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

c) The contractor shall be responsible for any monetary compensation that may need to

be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Employer's employee, if sexual violence by the employee of the contractor is proved.

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

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

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

Date:

Signature of tenderer with seal

Place:

Name and Address:

Accepted with Digital Signature Certificate

4.1. SAFETY CODE

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

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

4.2. FIRE SAFETY CODE

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. LPG used in 'oxy-acetylene' gas cutters shall be 'industrial type'.
- iii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iv. Electrical power cables / wires used shall not have any joints and shall be properly rated.
- v. All Power supplies should be drawn through switch boards installed with RCCB of 30 mA sensitivity.
- vi. All electrical appliances, i.e., welding, drilling, cutting machine, air compressors, etc., shall be safely and securely earthed to prevent leakage current while in operation.
- vii. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers / Personnel, work shall be started.
- viii. Two buckets of water and sand shall be kept in an easily accessible area on site.
- ix. Fire extinguishers recommended and issued by fire officers shall be kept on site.
- x. Used chemical / paint drums shall be stored in specified store only after closing them properly.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials / waste / debris.
- xii. None of the fire extinguishers shall be removed / shifted from its designated location.
- xiii. Power supply shall be switched off from the mains when equipments are not in use.
- xiv. Any dust / debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xv. Battery operated emergency light / torches shall be provided by the contractor to the workmen while working beyond office hours.
- xvi. All the electrical / mechanical / electromechanical appliance shall be connected to sufficiently rated circuit breakers before tapping to a power source.

Place: Seal & Signature of the tenderer

Date:

Accepted with Digital Signature Certificate

5 General Conditions of the Contract (GCC)

5.1. The Conditions Herein before referred to

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

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

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

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

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

19..... / 20..... and having its registered office at
.....
.....
and shall include his successors and assigns.

- (c) "Bank's Engineer" Shall mean the person appointed by the Employer to act as Bank's Engineer for the purpose of the contract and named as such in the conditions.
- (d) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (e) "This Contract" Shall mean the Articles of Agreement, Special Conditions, Conditions (Part I and II), Tender, Letter of Acceptance, Appendix, Schedule of Quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly signed.
- (f) "Specification " Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
- (g) "Schedule of Quantities " Means the priced and completed schedule of quantities forming the part of Tender.
- (h) "Tender" Means the Contractor's priced offer to the Employer for the execution and completion of works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
- (i) "Letter of Acceptance" Means the formal acceptance by the employer of the tender.

- (j) "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.
- (k) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (l) "The Works" Shall mean '**Renovation of Gents' Rest rooms at Admin block, Reserve Bank Staff College, Chennai**' as provided herein.

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

2. Scope of Contract:

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

- a) The variation or modification of design, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the Drawings or between the Schedule of Quantities and / or Drawings and / or Specification.
- c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- d) The removal and / or re-execution of any works executed by the Contractor.
- e) The dismissal from the works of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under clause no. 21 hereof.

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

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

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

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

6. Authorities, notices and patents: (i) The contractor shall confirm to the provisions of any Act of legislature relating to the works and to regulations and bye-laws of any authority and of any water, electric supply and other companies and / or authorities with whose, systems the structure is proposed to be connected and shall, before making any variations form the

drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case, the Contractor shall not within ten days receive such instructions, he / they shall proceed with the work conforming to the provisions, regulations or bye-laws in question and any variation so necessitated shall be dealt with under Clause no.18 thereof.

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

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

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

8. Materials and workmanship to confirm to description: All materials and workmanship shall so far as procurable be of respective kinds described in the Schedule of Quantities and / or Specifications and in accordance with the Bank's Engineer's instructions and the Contractor shall upon the request of Bank's Engineer furnish him / them with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall arrange for and / or carry out test of any materials, as per relevant IS provisions through the reputed laboratories prior to use in the work, if so desired by the Employer. The contractor shall arrange for manufactures' test certificate for any material which the Bank may require from time to time before execution using intended material. **Testing of material (Third Party Test) shall be carried out through a Government / Approved Laboratory and testing charges, as per actuals shall be reimbursed by the Employer on production of vouchers / paid receipt.**

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

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

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

12. Assistant Manager (Tech.) / Manager (Tech.):

(I) The term Assistant Manager (Tech.) / Manger (Tech.) shall mean the person's appointed and paid by the employer. The contractor shall afford the Assistant Manager (Tech.) / Manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring the works and materials.

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

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

14. Alterations, additions, omissions: No alteration, omission or variation shall vitiate this Contract except instructions / notice of employer (through Bank's Engineer) at any time during the progress of works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of materials to be used therein and shall give notice thereof in writing under its / their hand to the Contractor. The Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer with prior approval in writing of the Employer in accordance with provisions of Clause no.17 hereof and the same shall be added to or deducted from the Contract Amount, as the case may be.

15. Schedule of Quantities: The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement specified in relevant IS code. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause no.18 hereof, shall be added to or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

16. Sufficiency of Schedule of Quantities: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his / their 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 / their matters and things necessary for the proper completion of the works.

17. Measurement of Works:

(i) The Bank's Engineer may from time to time intimate to the Contractor and the Employer that he / they requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer or the Bank's Engineer's representative or the Assistant Manager (Tech.) / Manager (Tech.) in taking such measurements and calculations and

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

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

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

18. Prices for ascertainment of Extras: The Contractor may, when authorized and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from or vary the works shown upon the drawings or described in the specifications or included in the Schedule of quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing. No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause no.6 hereof or by the authority of the Bank's Engineer with the concurrence of the employer as herein, mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

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

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

(c) Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate of price contained in the Priced Schedule of Quantities or tender

or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances it shall think reasonable and proper with the prior approval in writing of the Employer.

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

(e) The measurement and valuation in respect of the contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in Clause no.22 hereof.

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

(g) The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his / her attention is / are 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 contract. However, during actual execution of work if the quantities exceeds by more than 25% of tender quantities, the quantity of such items executed, by the authority of the Engineer of the project and with the concurrence of employer, in excess of 25% of tender quantity shall be considered as extra item of work for which the contractor shall submit fresh rates supported by rate analysis worked on actual cost basis + 15% towards the establishment charges, contractors overhead & profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices or materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of employer, the contractor shall not be entitled to any claim on this account.

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

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

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

21. Defects after virtual completion: Any defect, leakage, delamination, heaving up, shrinkage, settlement or other faults which may appear within the "Defects Liability / Performance Guarantee Period", stated in the Appendix hereto, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his / their own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him / them by the Employer or may be deducted by the Employer, upon the Bank's Engineer's

Certificate in writing from any money due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause no.32 hereof being insufficient, recover the balance from 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 works who has been nominated or approved by the Bank's Engineer as provided in Clauses no.13 and 23 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by Contractor and been subject to the provisions of this Clause and Clause no.2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any Certificate or passing of any accounts, by Bank's Engineer.

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

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

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

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in the respect of this Contract.
- b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the contractor or under any Workman's Compensation Action force.
- c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his / their receipt of the Bank's Engineer's Certificate provided that before any Certificate is issued,

the contractor shall upon request furnish to the Bank's Engineer proof that all nominated Sub-Contractor's accounts, included in previous Certificates have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor.

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

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

25. Insurance with respect to damages to person and property:

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

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

policies with the employer before commencing the works. In case of non-submission of the same by the contractor, the employer shall obtain such insurance at the contractor's cost.

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

(iv) The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his / their own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs.2 lakh per person for any one accident or occurrence and Rs.5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of Rs.8.10 lakh. The contractor shall also indemnify the employer against all claim which may be made upon the Employer, whether under the **Workmen's Compensation Act** or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of Sub-Contractor and shall at his / their **own expense** effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

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

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

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

(viii) Without prejudice to the other rights of the employer against contractor in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the

amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable to the contractor under this clause.

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

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

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

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

27. Liquidated Damage for non-completion: If the Contractor fails to complete the works within the stipulated time as in Appendix or within any extended time under Clause no.28 hereof and the Bank's Engineer certifies in writing that in his / their opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in Appendix as "Liquidated Damages" for the period during which the said work shall so remain incomplete and the employer may deduct such damages from any moneys due to Contractor.

28. Delay and Extension of time: If in the opinion of the Bank's Engineer the works be

delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works of delays of other Contractors or Tradesmen engaged or nominated by the Employer or the Bank's Engineer and not referred to in the Schedule of Quantities and / or Specification or (e) by reason of Bank's Engineer's instructions as per Clause no.2 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of Contractor not having received in due time necessary instructions from the Bank's Engineer for which he / she specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of contractor or (i) in the event, the value of work exceed the value of priced Scheduled of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of Employer make a fair and reasonable extension of time for completion of Contract Works, in case of such strike or lockout the Contractor shall nevertheless constantly use his / their endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

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

30. Termination of Contract by the employer:

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

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

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

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

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

Has abandoned the Contract, or

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

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

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

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

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

31. Termination of Contract by the Contractor:

If the payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer interferes with or obstructs the issue of any such Certificate or if the Employer shall repudiate the Contractor or if the works be stopped for three months under the order of the Bank's Engineer or the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at Liberty to determine the Contract by notice in writing to the Employer through the Bank's Engineer and he / they shall be entitled to recover from the Employer, payment for all works executed and for any loss he / they 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 no.18 hereof.

32. Certificates & payments:

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

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

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

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

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

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

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

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

34. Matters to be finally decided by the bank: The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clause no. 2 (a), 2 (b), 4, 7, 12, 20, 28 (a, c, d, e, f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause no.35 hereof in the same way in all respects (including the provisions as to opening reference) as if it were a decision of the Bank's Engineer.

35. Settlement of Disputes through Arbitration:

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

(b) The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the exempted

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

(c) The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of parties) from the date of entering on the reference. In case during arbitration proceedings the parties mutually settle, compromise their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement of compromise.

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

(e) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators is / are given, abide by the decision of the Employer. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his / their obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

36. Right of Technical Scrutiny of Final Bill: The Employer shall have a right to cause a technical examination of works by any persons or organization as appointed by employer and the final bill of Contractor including all supporting vouchers, abstracts, etc. If as a result of this examination/s or otherwise any sum is found to have been overpaid or over certified it shall be lawful for Employer to recover the sum from any payment due to Contractor for this works or any other works being carried out by contractor elsewhere under Reserve Bank of India.

37. Employer entitled to recover compensation paid to workmen: If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the

Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his / their giving to the Employer for all cost for which the Employer might become liable in consequence of contesting such claim.

38. Abandonment of Works: If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he / they might have derived from the execution of the whole works.

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

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

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5.2. Appendix Herein before Referred To

1.	Defects Liability / Performance Guarantee period	1 Year from the date of Virtual Completion of the work.
2.	Period of Final Measurement	01 Month from the date of Virtual Completion of the work.
3.	Date of commencement	Within 10 days from the date of written order to commence the work, including the date of work order.
4.	Date of completion	30 days which shall be reckoned from the 10 th day of issue of written order to commence the work.
5.	Rate of Liquidated Damages	0.25% of the contract value per week for the period for which the work remains incomplete beyond the stipulated period of completion subject to the ceiling of 10% of the contract value.
6.	Value of works for Interim Certificates / Running account bills	NIL
7.	Performance Security Bank Guarantee	NIL
8.	Retention Money Deposit	5% from every bill
9.	Release of Total Security Deposit (Retention Money)	Retention Money @ 5% deducted from each bill without any interest, will be released by the Employer after expiry of Defect Liability Period subject to satisfactory rectification of all defects pointed out during the Defect Liability Period.
10.	Period for honoring certificates of payment	30 Days for Running Account bills and 45 days for Final bill.
11.	Interest for delayed payment	3% simple interest per annum.

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6. Special Conditions of the Contract

1. The work shall be carried out in the premises of Reserve Bank Staff College, Chennai. All dismantling works may have to be carried out during non-working hours of the Bank and as decided by the Bank's Engineer. Hence, Contractor should plan the activities accordingly to ensure that work is executed without causing any hindrance / disturbance to the occupants of the premises.
2. The tenderer may please note that the work has to be carried out in executive area. Therefore, entire work involved shall be carried out with least disturbance / inconvenience to Staff, public and other agencies and also day-to-day cleaning of debris / dust generated has to be done by the Contractor.
3. Contractors shall acquaint themselves of the security procedures of Employer. They shall make necessary arrangements to obtain necessary passes for his / their workers and supervisory staff posted at site against submission of required ID proof as required by Security Officials of the Bank.
4. The workmen will not be allowed to stay within the premises beyond working hours.
5. The water and electricity required for work or workmen may be taken free of cost from the available sources / points in the premises. However, the contractor has to make all necessary arrangements for taking water or supplying power to the required locations from available points at his / their own cost following the safety codes.
6. Permission, if any, required from local bodies shall be obtained by Contractor at his / their cost.
7. The tenderer shall use only approved materials as specifically stated in Schedule of Quantities / Approved list of materials. **The Bank will be at liberty to choose any brand of materials from the approved brand names in the list.** Samples of any materials should be got approved before proceeding with bulk purchase. All materials shall be first / premium quality confirming to IS standards.
8. Wherever the Contractor proposes to use equivalent make (i.e., other than specified) the same shall be done after prior approval of the Bank's Engineer. Any additional expenditure and time due to this shall be solely on Contractor's account and no claims whatsoever shall be entertained in this regard.
9. No lapses from the Contractor's side, which may cause damage to the property and injury to the occupants / neighbours in the opinion of the Bank's Engineer, shall be permitted.

10. The time-period for completion of the work mentioned in tender is inclusive of holidays, Sundays and Saturdays falling within the contract period.
11. Materials brought to site shall be brought to the notice of Bank's Engineer immediately for checking. All empty containers shall be retained at site until the entire work is completed and measurements taken and recorded. Sealed containers shall be opened for use only in the presence of Bank's Engineers.
12. The contractor shall submit a properly planned & prepared work programme to the Bank before commencement of work so as to enable the Bank to intimate other agencies in advance for smooth working, progress and coordination and the time schedule in the work programme should be strictly adhered to.
13. No labourers shall be permitted to stay inside campus after working hours. All COVID protocols to be followed and any lapse in following protocols shall be treated as a serious offence.
14. **Rates quoted by Tenderers in "Rate Column" should be including GST. Any other tax / levy / duty, etc., payable as per statute to Central / State Governments or any Statutory Body or Local Authorities shall be included in rates quoted. No claim in respect of sales tax, sales tax on works contract, excise duty, customs duty, octroi or other tax, duty or levy, service tax whether existing or future shall be entertained by the Employer. While submitting the bill / invoice, the contractor shall clearly indicate GST involved in the work value.**
15. Before quoting the rates, Contractor should inspect the site and understand themselves about the nature and scope of the work.
16. Any damage caused to any of Bank's property shall be made good by Contractor at his / their own cost.
17. The Contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's Engineer.
18. The Contractor shall make his / their own arrangements for storing of their materials at site safely.
19. Rate quoted should include for all necessary testing of materials as required and directed by the Bank's Engineers.
20. The contractor shall employ a well experienced site supervisor to supervise day-to-day works. Such a person shall be capable of following the instructions of the Bank's Engineers and

execute the works as per the specifications laid down in the Tender.

21. The successful tenderer shall also be responsible for safety & security of his / their materials & also for ensuring fire prevention steps at all times in working at the premises including their part of work.
22. The intending tenderer can obtain any clarifications regarding the tender, specifications, etc., if any from the Office of the Employer on any of Bank's working day.
23. Mode of measurement shall be as prescribed in Technical Specifications of Works. Wherever it is not specifically stated it shall be as per IS 1200.
24. The contractor shall furnish A-4 size, computerized sheets printed in the format (proforma shall be given by the Employer) of a conventional Measurement Book (MB), duly machine numbered pages and with a provision for inserting MB number. The contractors shall incorporate necessary corrections in these sheets as directed by the Bank's Engineer. After incorporating the corrections, the contractor shall submit revised copies. All pages of the finalized, computerized MB sheets, after due check / test check measurements shall have full signature with date of authorized official of the contractor. The measurement sheets approved as 'final' shall be bound in the form of a MB at the cost of the Contractor and submitted to the Employer.

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7. Technical specifications and requirements for the work to be executed

The scope of work covers execution, completion and testing of the work of '**Renovation of Gents' Rest rooms at Admin block, Reserve Bank Staff College, Chennai**' in accordance with drawings (if any) and specifications prepared by the Bank's Engineer and to the satisfaction of the Bank's Engineer.

The work involves renovation of total 2 restrooms – 1 at 1st floor and 2 at the 2nd floor of Admin block at Reserve Bank Staff College, Chennai

7.1. Quality

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

7.2. Inspection and testing

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

7.3. Samples

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

7.4. Independent tests

Independent tests and analysis of any of the materials, if required, by the Bank's Engineer may be made from time to time by a Testing House or Analyst appointed by the Engineer / Employer in order to check the supplier's works tests and analysis. The frequency, the procedure for testing and acceptance criteria will be as stated in the respective I S / International Codes. The contractor shall at his / their own expenses supply and deliver to an approved Testing House or Analyst such materials, as may be directed by the Bank's Engineer. Should the result of any test be unsatisfactory to the Bank's Engineer or his / their representative, the materials

represented will be rejected. The testing of material (Third Party Test), if required by the Bank's Engineer shall be carried out through a Government / Approved Laboratory and the testing charges, as per actuals shall be reimbursed by the Employer on production of vouchers / paid receipt. Wherever testing facilities are not available in India, the contractors shall submit manufacturers' batch test certificates of the batch of material(s) used in the work.

7.5. Mode of measurement

Unless otherwise specified, the mode of measurement shall be as per latest version of IS: 1200, in accordance with specifications (detailed in Schedule of Quantities) prepared to the satisfaction of the Bank's Engineer. The specifications shall form part of the contract and these shall be deemed to be supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.

7.6. Technical specification of work:

a. Materials and workmanship

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

The contractor under this contract binds himself / themselves to use first class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the defective work and redo the work at his / their own cost and risk. The decision of the Architect / Employer / Bank's Engineer regarding the quality / standard of workmanship shall be final and binding on the contractor.

Cement: Cement shall be Portland cement conforming to relevant IS and of grade 43.

Water: Water used for mixing and curing shall be potable clean, reasonably clear and free from objectionable quantities of silt, oils, alkalis, acids, salts so as not to weaken mortar.

Sand: Sand shall conform to IS 1542 specifications for sand for mortars and plaster.

Metal: Metal shall conform to IS 1542 specifications for Metal for concrete.

Cement mortar: For PCC / backing coat to stone shall be prepared by mixing cement and sand in specified proportion. Proportioning shall be carried out as detailed in BOQ. Cement and sand shall be thoroughly mixed, and water shall be added to it gradually. After addition of water the mix shall be mixed for a minimum of 3 minutes. The mortar mixed shall be consumed within 30 minutes of its mixing.

Tiles: The tiles shall be of approved make and shall conform to IS 15622.

b. *Dismantling works:*

- The rate shall include the cost of all labour involved and tools used in demolishing and dismantling including scaffolding. The rate shall also include all the charges for separating out and stacking the unserviceable material properly within a lead of 50 meters and the rate shall also include for temporary shoring for the safety of portions not required to be pulled down or of adjoining property and providing temporary enclosures or partitions, where considered necessary or where instructed by the Engineer-in-Charge. The rate shall also include for disposing the unserviceable material, rubbish etc., out of premises.
- All materials obtained from dismantling or demolition shall be the property of the Employer unless otherwise specified and shall be kept in safe custody until they are handed over to the Engineer-in-Charge / authorized representative.
- The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed and as approved by the Engineer-in-Charge before starting the work.
- Due care shall be taken to maintain the safety measures prescribed in IS 4130.
- Necessary propping, shoring and or under pinning shall be provided to ensure that no damage is caused to the adjoining work or property before dismantling and demolishing is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining work or property. Wherever specified, temporary enclosures or partitions and necessary scaffolding with suitable double scaffolding and proper cloth covering / screens shall also be provided to prevent spreading of dust as directed by the Engineer-in-Charge.
- The demolition work shall be proceeded in such a way that it causes the least damage and nuisance to the adjoining structures and occupants of the building.
- Dismantling shall be done in a systematic manner. All materials which are likely to be damaged by dropping from a height or by demolishing roofs, masonry, etc., shall be carefully removed first. Chisels and cutters may be used carefully as directed. The dismantled articles shall be removed manually or otherwise, lowered to the ground (and not thrown) and then properly stacked as directed by the Engineer-in-Charge.
- Where existing fixing is done by nails, screws, bolts, rivets, etc., dismantling shall be done by taking out the fixing with proper tools and not by tearing or ripping off.

- Water may be used to reduce dust while tearing down plaster from brick work.
- The contractor shall maintain / disconnect existing services, whether temporary or permanent, where required by the Engineer-in-Charge.
- No demolition work should be carried out at night especially when the building or structure to be demolished is in an inhabited area.

Carefully removing the fittings and fixtures in the bathroom / toilet:

- All the removed fittings and fixtures to be stacked in proper manner and all the usable materials to be handed over to the Engineer-in-Charge.
- All such stacked materials shall be cleared from the premises and disposed in a proper manner as and when instructed by the Engineer-in-Charge.
- Temporary plugging / providing dummies to the supply lines has to be immediately done after removal of the fixtures and fittings.

Groove cutting and removing the old supply and drain lines and providing new supply and drain lines

Whenever grooves are cut for accommodating the plumbing lines, care shall be taken to make openings to the extent required only and any other services should not be tampered. The rate quoted for shall include the cost of plastering to be done to close the chases. No extra payment shall be made for the same.

c. Waterproofing the sunken portion:

- Before the water proofing treatment, the internal plaster of ceiling and walls of WC block leaving the portion for dado / skirting should be completed. Grooving / chasing for doing the concealed work of GI / CI pipes / Electrical conduits should be completed. Cleaning the depressed / sunken portion of WC of all debris, extra mortar sticking to the vertical and horizontal surface, etc. Necessary holes for 'P' trap / Nahani trap /Water escape pipe, etc., should be completed.
- The water proofing treatment on such surfaces shall be done only after making proper spatter dash key.
- Fixing the 'P' / 'S' trap in position and all other pipes work including the water escape pipe shall be fixed properly and the holes should be plugged carefully before taking up the water proofing work.
- ***Cement Slurry:*** Cement duly blended with water proofing compound shall be used for preparing the cement slurry. Cement slurry shall be prepared by using 2.2 kg of blended

cement per sqm. area. Each time only that much quantity shall be prepared which can be covered on the surface and the surface in turn would be covered with 25 mm thick cement mortar base within half an hour. Slurry prepared and remained unused for more than half an hour shall be totally rejected. The slurry should be started from the vertical faces towards the bottom of the floor. Care should be taken to see that the slurry is applied to corners without leaving any gap.

- **Cement Mortar:** Cement mortar 1:3 (1 blended cement : 3 coarse sand) shall be prepared with cement / water duly blended. Only that much quantity of cement mortar which can be consumed within half an hour, shall be prepared. Any cement mortar that is prepared and remains unused for more than half an hour shall not be used in the work and shall be rejected. Cement mortar shall be applied both on vertical and horizontal surfaces taking care to complete the entire depressed / sunken portion of WC within a day so that the plaster can be done without any joint. Junctions shall be properly rounded. The surfaces of the plaster shall be left rough but finished in one plain and cured for a week. On completion of the curing period both horizontal and vertical surfaces shall be cleaned properly and gently and allowed to dry.
- **Brick Bat Coba:** Brick bat of size 40 mm downgraded out of well burnt bricks shall be used for the purpose of brick bat coba.
- The brick bats shall be properly dampened for six hours before laying.
- Brick bats shall be laid to required slope / gradient over the base coat of mortar leaving 15-25 mm gap between two bats. Cement mortar 1:4 (1 blended cement : 4 coarse sand) shall be poured over the brick bats and joints filled properly. Under no circumstances dry brick bats should be laid over the base coat.
- In case the brick bat coba is laid on the base coat immediately on initial set there will be no necessity of applying cement slurry over the base coat before laying the brick bat coba. However, if the brick bat coba is to be laid on the subsequent day, cement slurry prepared as described above shall be applied over the top surface of the base coat, then only the brick bat coba shall be laid.

Mode of measurement: Approx. dimensions of restroom 1: 2.25 m x 4.75 m and restroom 2: 2.40 m x 4.75 m and the entire scope of work of this item shall be considered Lumpsum per room and the rate quoted shall be considered per room for payment.

d. Laying tiles for floor

- Base concrete or the RCC slab on which the tiles are to be laid shall be cleaned, wetted

and mopped. The bedding for the tile shall be with cement mortar 1 : 4 (1 cement : 4 coarse sand) or as specified. The average thickness of the bedding shall be 20 mm or as specified while the thickness under any portion of the tiles shall not be less than 10 mm.

- Mortar shall be spread, tamped and corrected to proper levels and allowed to harden sufficiently to offer a fairly rigid cushion for the tiles to be set and to enable the mason to place wooden plank across and squat on it.
- Over this mortar bedding neat grey cement slurry of honey like consistency shall be spread at the rate of 3.3 kg of cement per square metre over an area upto one square metre. Tiles shall be soaked in water, washed clean and shall be fixed in this grout one after another, each tile gently being tapped with a wooden mallet till it is properly bedded and in level with the adjoining tiles. The joints shall be kept as thin as possible and in straight lines or to suit the required pattern.
- The surface of the flooring during laying shall be frequently checked with a straight edge about 2 m long, so as to obtain a true surface with the required slope. In bath, toilet W.C. kitchen and balcony / verandah flooring, suitable tile drop or as shown in drawing will be given in addition to required slope to avoid spread of water. Further tile drop will also be provided near floor trap.
- Where full size tiles cannot be fixed these shall be cut (sawn) to the required size and their edge rubbed smooth to ensure straight and true joints.
- Tiles which are fixed in the floor adjoining the wall shall enter not less than 10 mm under the plaster, skirting or dado.
- After tiles have been laid surplus cement slurry shall be cleaned off.

Pointing and finishing

- The joints shall be cleaned off the grey cement slurry with wire / coir brush or trowel to a depth of 2 mm to 3 mm and all dust and loose mortar removed. Joints shall then be flush pointed with white cement added with pigment if required to match the colour of tiles. After curing, the surface shall be washed and finished clean. The finished floor shall not sound hollow when tapped with a wooden mallet.
- The same shall be rectified by redoing the laying if found to be faulty.

Mode of measurement: Length and breadth shall be measured correct to a cm before laying skirting, dado or wall plaster and the area calculated in square metre correct to two

places of decimal. Where coves are used at the junctions, the length and breadth shall be measured between the lower edges of the coves. No deduction shall be made nor extra paid for voids not exceeding 0.20 square metre. Deductions for ends of dissimilar materials or other articles embedded shall not be made for areas not exceeding 0.10 square metre.

Areas, where glazed tiles or different types of decorative tiles are used will be measured separately.

e. Laying tiles - wall dado

- Average 15 mm thick plaster of cement mortar 1 : 3 (1 cement : 3 coarse sand) mix of as specified shall be applied and allowed to harden. The plaster shall be roughened with wire brushes or by scratching diagonal at closed intervals.
- The tiles should be soaked in water, washed clean and a coat of cement slurry applied liberally at the back of tiles and set in the bedding mortar. The tiles shall be tamped and corrected to proper plane and lines. The tiles shall be set in the required pattern and jointed. The joints shall be as fine as possible. Top of skirting or dado shall be truly horizontal and joints truly vertical except where otherwise indicated. Odd size / cut size of tile shall be adjusted at bottom to take care of slope of the flooring.
- Skirting and dado shall rest on the top of the flooring. Where full size tiles cannot be fixed these shall be cut (sawn) to the required size and their edges rubbed smooth. Skirting / dado shall not project from the finished "surface of wall" by more than the tile thickness, undulations, if any, shall be adjusted in wall.

Curing and Finishing

- The joints shall be cleaned off the grey cement grout with wire / coir brush or trowel to a depth of 2 mm to 3 mm and all dust and loose mortar removed. Joints shall then be flush pointed with white cement added with pigments if required to match colour of tiles.
- After curing, the surface shall be washed and finished clean. The finished work shall not sound hollow when tapped with a wooden mallet.
- The same shall be rectified by redoing the laying if found to be faulty.

Mode of measurement:

- Length shall be measured correct to a cm. Height shall be measured correct to a cm in the case of dado and 5 mm in the case of riser and skirting. The area shall be calculated in square metre, correct to two places of decimal. Length and height shall be measured along the finished face of the skirting or dado including curves where specials such as

coves, internal and external angles and beads are used.

- Nothing extra will be paid for cutting (sawn) the tiles to sizes.
- Areas where coloured tiles or different types of decorative tiles are used will be measured separately to be paid separately as per the basic price adjustment.

Rate:

Quoted rate shall be inclusive of edge beading / corner beading to be provided where necessary or as instructed by the Engineer-in-Charge. No additional payment shall be made for the same.

f. Gypboard false ceiling

Scope of work:

The area of work considered in this is 1st floor Gents Rest room.

Detailed Specifications:

Providing & Fixing 12.5 mm thick Gypsum Board suspended false ceiling with following specifications for installation and as per the manufacturer's specifications for framework & ceiling.

- i) G.I. Perimeter channel of size 20 x 28 x 30 x 0.5 mm shall be fixed on wall to receive ends of ceiling section & outer edge of Gypboard.
- ii) GI Channel (ceiling) section of size 80 x 26 x 51 x 0.5 mm with leps of 10.50 mm shall be provided at a maximum spacing of 600 mm c/c as supporting section to fix Gypboard.
- iii) Intermediate channel section of size 15 x 45 x 15 X 0.9 mm shall be provided at a maximum spacing of 1200 mm c/c as intermediate support for M/F sections. It shall be suspended from the soffit of RCC slab / beam with the help of ceiling angle of size 25 x 10 x 0.5 mm provided at 1220 mm c/c (max) & fixed to the ceiling with GI soffit cleat of size 22 x 37 mm.
- iv) Connecting Clip of 2.46 mm, rawl plug 38 x 12 mm, soffit cleat of size 27 x 37 x 25 x 1.6 mm, drywall screw, etc., shall be used to connect the ceiling section to the intermediate channel.
- v) 12.5 mm Gypboard confirming to I.S shall be fixed to the underside of the suspended grid with the help of screws. 25 mm drywall screws to be used. Gypboard shall be fixed with bound edges at right angles to ceiling section with all joints staggered. Gypboard shall be screwed to the M/F ceiling section and perimeter channels at board ends with Gypboard

drywall screws with joints staggered.

vi) Jointing & Finishing of the board shall finally be carried out so as to have a smooth, seamless & flush ceiling by using joint tape, jointing compound, POP, etc., as per the directions & instructions specified by the manufacturer.

vii) There shall be bulkhead / drop of maximum 200 mm at all 4 sides of room along the wall and all around. It may be required to provide two separate drops and two separate raised portions, curved design pattern and cove light provision all as per the design approved by the Bank's Engineer during work execution.

viii) Making necessary openings, cut-outs with required framework in ceiling for fixing light fittings, fans, fixtures, providing necessary trap door arrangements wherever indicated etc., complete applying a coat of approved make primer for gypsum boards, applying necessary putty, scrapping, levelling and keeping the surface ready for final painting under sub-head "Painting" including any required scaffolding, tools, labour, hardware, etc., at all heights. No separate payment will be made for groove, projections, etc. Only horizontal ceiling area of the false ceiling shall be measured for payment.

Mode of measurement:

Unless otherwise mentioned, the framework shall not be separately measured for. The area being worked out correct to two places of decimal with length and breadth measured correct to a centimeter. The rates shall include the cost of all materials including but not limited to Gypboard, metallic framework, painting, all the required hardware, etc., labor, scaffolding etc., as mentioned above and in Item description, unless otherwise specified. No separate measurement shall be made for vertical drops, cove if any - only horizontal (plan area) measured for payment.

Rate:

Rate shall include for providing and fixing vertical drops, if any, providing trap doors where indicated, necessary hardware, framework, etc. The rate shall be inclusive of removal of the existing false ceiling and disposing the waste out of the Bank's premises. Only horizontal (plan area) shall be measured for payment.

g. Painting

Scope of painting work:

- Painting the walls above the wall tile dado and on the false ceiling in the restrooms with Emulsion paint in two or more coats over a coat of primer.

- Painting the doors and door frames of the doors with enamel over a coat of wood primer.

Materials: Paints used in the works shall conform to the respective IS code of practices (These shall be the latest revised).

- Paints shall be factory made and no site preparation shall be allowed except for the white wash. Paints received at the site shall be in manufacturer's sealed drum / container.
- Paints should be such as to withstand weathering effects of the atmosphere, decay of wood, corrosion of metal and of pleasing appearance. Also, their surface should become hygienic, clean and attractive.
- Paints shall conform to the following points:
 - Good spreading coverage.
 - Easy application.
 - Should form a thin uniform film on application.
 - Surface should not crack when paint dries.
 - Should be inert to weathering actions of atmosphere.
 - Final surface should be hard and durable.
- The manufacturer and shades of paint used at the work site shall be to the approval of the Architects / Engineer-in-charge / Employer.
- Workmanship: The work shall be carried out as specified in IS 2395 Part I and Part II schedule of painting system to be as per table of IS 2395 Part II.
- Surface preparation:
 - a. Surface shall be cleaned and any existing fungus or mould shall be removed. A coat of fungicidal wash shall then be applied and allowed to dry if necessary.
 - b. Any cracks, defects in the plaster of Paris surface shall be cut out, made good, cured and allowed to dry. Minor cracks may be filled with suitable filler.
 - c. In case of gypsum plaster it shall be ensured that the surface is either alkaline or neutral and tested in accordance with E - 1 as specified in IS 2395 Part I.
- All paints and products shall be from one manufacturer only. The steps for painting operation to be followed is as under:
 - a. Primer / sealer – coat as recommended by paint manufacturer.

- b. Filler / Putty as many layers as required and approved of
 - c. Undercoats.
 - d. Finishing coat or coats.
- Paints to be applied shall be spread uniformly over the entire area. Paints shall be mixed and stirred thoroughly prior to use. No addition of thinner or water shall be permitted other than the quantity specified by the manufacturers.
 - Paint may be sprayed or applied with brush depending upon type of paint used.
 - Finishing shall be to the satisfaction of the Architect / Engineer-in-Charge / Employer.
 - Sufficient time shall be allowed between two coats to ensure that the earlier coat is fully dry prior to the application of the successive coat.
 - Application of paint shall be carried out in properly ventilated and dry weather for painting of interiors.
 - Application of one coat in one room shall be finished in one operation.
 - Filler shall be plaster of Paris or as approved by the Architect / Engineer-in-Charge / Employer.
 - Brushing of paints in coats shall be in a direction that is at right angles to the previous one. No brush mark must be visible. The final coat shall be finished with a roller sponge.
 - Painting shall be measured in square meters.
 - The number of finished coats specified in the BOQ are the minimum requirement and for guideline only. The finish surface shall be with the acceptance and approval of Architects / Engineer-in-Charge / Employer. Any additional coats required to achieve this shall be to the account of the Contractor and no extra charges shall be payable for any additional coat applied.
 - Painting / Polishing of Wood Work: Work shall be carried out to specifications IS 2338 Part I and Part II. The system shall be installed as per the schedule for finishing and shall be as per the table of IS 2338 Part II.
 - **Protection:** All metal fittings and fixing shall be removed before preparatory process are commenced and shall be re-fixed on completion of the painting / polishing. All finished work including glass, shall be adequately protected from paint splashes. No paint or other material shall be stored in direct contact with finished floor surface and no mixing shall be carried out on finished floor surface. Provide all necessary pans, trays

on which to store and prepare materials. Provide all necessary protective covers for the protection of surrounding surfaces.

Mode of measurement:

The measurement shall conform to IS 1200.

The approximate areas are indicative in the details provided along with this tender and entire scope for this item of work shall be treated as lumpsum per restroom. No separate measurement shall be taken.

Rate:

This work shall include all the surface preparation and painting all the walls, painting the already painted surfaces of both the doors in each restroom, painting the restroom door frame, etc., all complete as per the instruction of the Engineer-in-Charge.

h. Execute all other items of work as per the description given in the Part – II (Schedule of Quantities)

All the items of work as described in the Bill of Quantities – Part II of the tender document may be read and executed in-line with the technical specifications given at 7.6 of this tender document.

8 List of approved makes / manufacturers of materials

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

Sl. No.	Material	Approved make / Manufacturer
1.	Cement	A.C.C, Ultratech, Coramandal, Birla, Ambuja or approved equivalent.
2.	White Cement, Putty	Birla White, J.K. White or approved equivalent.
3.	Water-proofing / coating chemicals, polymers & other chemicals / materials required water-proofing works	BASF, Pidilite, Fosroc or approved equivalent.
4.	Paints, primers, thinners, paint-removers, French spirit, Melamine polish, epoxy paint / primers etc.	Asian Paints, Nerolac, Berger or approved equivalent.
5.	Anchor fasteners & screws	Hilti, MK, Armstrong, Saint Gobain or approved equivalent.
6.	Sanitaryware (EWC, Urinals, washbasin)	Jaquar, Kohler, Hindware, Euronics or approved equivalent.
7.	SS / CP fittings and fixtures	Jaquar, Euronics, Kohler, Hindware or approved equivalent.
8.	Sensor based fittings and fixtures	Euronics, Jaquar or approved equivalent.
9.	CI pipes and fittings	Neco, HCI or approved equivalent.
10.	PVC, CPVC pipes and fittings	Finolex, Astral, Ashirwad, Trubore or approved equivalent.
11.	Tiles	RAK, Johnson, Kajaria, Somany or approved equivalent.
12.	False Ceiling gypboard and sections	Saint Gobain Gyproc, India Gypsum or approved equivalent.

Accepted with Digital Signature Certificate

Annexure I – Guidelines for e-Procurement

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

Process of E-tender:

- A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / their bids electronically. Electronic Bidding for submission of Technical Bid as well as Financial Bid will be done over the internet.

MSTC Version (V3): Vendor must have valid Class - III Digital Signature both Signing & Encryption type Certificate to participate in tenders. Vendors are to make his / their own arrangement for bidding from a Personal Computer / Laptop connected with Internet. The registration guide and Edge setting are available under System Settings.

Special Note: The technical bid and the commercial bid have to be submitted online at www.mstcecommerce.com/eproc

- 1) Vendors are required to register themselves online with www.mstcecommerce.com/eproc

B) Contact Persons (RBI):

1. Shri D. Kamatchi Pandian (AGM, Estate Cell), Landline: 044 - 24302731
2. Shri. Sunil M R (Manager, Estate Cell), Landline: 044 - 24302784
3. Shri Narendra Bondre (AM, Estate Cell), Landline: 044 - 24302729
4. Smt. Haarika Reddy K (AM (Tech - Civil), Estate Cell), Landline: 044 - 24302727

Email: principalrbcs@rbi.org.in

Contact Persons (MSTC Ltd):

1. MSTC Helpline numbers: 7338878731, 7338878732, 7338878733
2. Shri V. Ganesh Moorthy, Mobile No.: 9176616410)
3. Shri Shanmugam, Mobile No.: 9176397264

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

- C) The Techno-commercial Bid and Price Bid shall have to be submitted online at www.mstcecommerce.com/eproc. Tenders will be opened electronically on specified date and time as given in the Tender.
- D) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee:

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

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

NOTE:

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

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

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

Bidding in e-tender:

- a) Vendor(s) need to submit necessary Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable.
- b) The process involves Electronic Bidding for submission of Technical and Financial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com
- d) The vendor should allow running JAVA application.
- e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid.

- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) **No deviation of the terms and conditions of the tender document is acceptable.** Submission of bid in the e-tender floor by any vendor confirms his / their acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprocn to familiarize them with the system before bidding.

Vendors are requested to quote item rates including GST on each item in Price Bid. Thus, the final total amount shown in the system will be the final bid amount. No change in quoted rates will be accepted after opening of the tender. MSTC portal will be available for uploading documents and rates on dates specified in the Schedule of Tender.

Annexure II – Format for Power of Attorney
FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
Application / Proposal and Documents

(On Non-Judicial Stamp Paper of appropriate value)

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

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

Note:

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

Signature/(s) of the Bidder’s Name/(s)

Stamp / Seal of the Bidder

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

Annexure III – Proforma of Bank Guarantee for EMD / Bid Security

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY
(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

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

Dear Sir,

Name of Work:

Ref: NIT / Adv. No.

Date:

WHEREAS

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

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit (EMD) M/s. (Name of the Tenderer / Bidder) _____, (herein after called as 'the Tenderer / Bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. _____ (Rupees _____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be

demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.____ (Rupees_____only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs.____ (Rupees _____only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that:
 - a) Any forbearance or commission on the part of RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees ____ only).

 - b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees_____only).

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

 - d) This guarantee shall remain in force up to_____ (six months from the date of scheduled completion of the work) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same

terms and conditions as contained herein.

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

Yours faithfully,

For and on behalf of _____

Bank.

Authorized Official (with seal)

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

Annexure IV - 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 Principal
Reserve Bank Staff College
Teynampet
Chennai

Dear Sir

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnishable to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of his / their contract with you for " _____ (Name of work)" as per his / 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 / their 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 his / their 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 principal 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 uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 - i. 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.
 - ii. 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.
 - iii. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
 - iv. 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.
 - v. 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.

vi. 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 _____

Annexure V – Format for Performance Guarantee for Water Proofing Works

PROFORMA (On Non-Judicial Stamp Paper of appropriate value)

We have treated the sunken areas in toilets / bath rooms / kitchen of _____ rooms at the Reserve Bank Staff College , as Sub- contractors for M/s. _____, the main civil contractor for _____ work. We have read and understood the scope and responsibility of the water proofing work as provided for in the above mentioned work in their (M/s. _____) Contract with Reserve Bank of India and accordingly as a Proprietary Agency and Sub-contractor engaged by M/s _____ for the items of water proofing works in the sunken portions of toilet / bath room & kitchen, we have treated the above said areas as per specifications submitted by us and duly approved by the Bank.

After virtual completion of work and before the _____ day _____ month of _____ , if at any time or times the moris, toilets, bath rooms and other portions treated by us, M/s. _____ starts leaking or in any way get damaged to the influence of seeping water including forming wet patches, dampness, etc., either due to improper specifications, inadequacy of the work carried out or due to any other reason whatsoever relating to the specification, workmanship, etc., Including the responsibility for any surface treatment and plumbing works, etc., carried out by other agencies, we M/s. _____ hereby undertake and guarantee to carry out necessary remedial measures up to 10 years from the date of virtual completion of work to such extent and so often as may be necessary to free the premises from such leakages, dampness without any extra cost to the Employer (Reserve Bank of India).

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

Signature M/s _____
(Proprietary Waterproofing Agency)

Date:

Countersigned by For and on behalf of
M/s. (Contractor) _____

Place:

Annexure VI - Schedule of Quantities

Preamble to Schedule of Quantities

The rates quoted shall include the following:

1. Before commencing the work, all levels shall be checked and concurrence of the Bank's Engineer shall be obtained.
2. All articles of furniture, equipment, etc., shall be protected by covering with cloth of tarpaulin, etc., as per the instructions of the Bank's Engineer.
3. Additional labour deployment where necessary.
4. All the material shall be of **1st / premium quality** of approved brand and applied as detailed under specifications.
5. The work shall be carried out during night hours where necessary as instructed by the Bank's Engineer.
6. The rates shall include the necessary test tools and equipment to be provided at site to verify the material supplied to site.

Schedule of Quantities

Sr. No.	Description of Item	Unit	Qty.
1	<p>Dismantling Works:</p> <p>Dimantling the entire wall dado and / or wall plaster where necessary including cost of exposing the existing GI water supply lines in the required locations, without causing any damage to the surroundings, dismantling the existing (about 200 mm thick approx.) ceramic / cement flooring including cement concrete, sunken portion, dismantling existing brick bat surkhi in the entire sunken portion of washroom along with removal of waste lines and nahani traps so as to enable new nahani traps to be properly connected to the existing vertical stack without causing any damage to the surroundings, complete as per the instructions of the Bank's Engineer. The scope shall be inclusive of removal of all the existing fittings and fixtures and stacking usable items safely at designated place. The scope shall be inclusive of dismantling the stone finished counter slab entirely. The scope shall be inclusive of disconnecting and removing the existing GI / CPVC water supply line near wash basin, flush tank, urinals, etc., to enable laying and connecting of the new CPVC lines without causing any damage to other lines, making arrangements for plugging the inlet lines temporarily, complete as per the instructions of the Bank's Engineer. The scope shall be inclusive of removal of this debris from all the floors and stacking at one designated place and carting away the same from the premises as and when instructed by the Bank's Engineer. Approx. dimensions of restroom 1 : 2.25 m x 4.75 m and restroom 2 : 2.40 m x 4.75 m</p>	L/s	2.00
2	<p>Waterproofing the sunken portion:</p> <p>Providing proprietary cement based water proofing treatment with cement mortar 1 : 3 mixed with approved quality water proofing compound including rounding of junctions of walls and slabs & filling in sunken portion of bathroom with water proofing brick bat coba with proper slope and gap, finished at top with 20 mm thick jointless water proofing cement mortar 1 : 4 as base for laying tile flooring, water proofing cement coat mixed with polymer treatment to be provided to the sunken slab surface and sides as bond coat before applying plaster including up to 300 mm height on walls above the sunken portion</p>	L/s.	2.00

	(finished, levelled but to receive tiles) after cleaning the surface which shall be deemed to be included in the rate quoted and no extra will be paid for this. The process needs to be repeated if any failure of water proofing observed during water ponding test. The contractor shall submit 5 years performance guarantee of the water proofing work done on the stamp paper of required value as per performa given in Part - I of the tender. Approx. dimensions of washroom 1: 2.25 m x 4.75 m and washroom 2: 2.40 m x 4.75 m		
3	<p>PVC drain lines 110 mm dia:</p> <p>Providing and fixing 6 kg / cm² minimum pressure PVC pipes of approved make including all plain & threaded fittings, of the same manufacturer of the pipes or approved equivalent and fixing the pipes in proper line and level including cutting chases in the wall / floor for concealing the pipes if necessary and connecting to external vertical stack / nearest manhole chamber where indicated, including fixing the pipes with necessary clamps / fasteners for the vertical stack on the external side complete. The rate shall be inclusive of cutting, jointing of pipes with fittings with solvent cement of approved quality, packing the openings with waterproof cement mortar and making good the damages by necessary plastering including necessary refilling, scaffolding, testing of joints / pipelines for leakage, etc., all complete as directed by the Bank's Engineer. The cost shall be inclusive of providing scaffolding for work on the external side. Length of pipe including specials will be measured by center line in running meter for payment.</p>	Rmt.	12.00
4	PVC drain lines 75 mm dia: Same as above item 3 but for 75 mm dia.	Rmt.	32.00
5	PVC drain lines 50 mm dia: Same as above item 3 but for 50 mm dia and internal side only.	Rmt.	8.00

6	<p>Nahani trap: Supplying and Fixing approved quality and make PVC Nahani / floor trap with 100 mm mouth, 20 mm water seal and long horn, providing and casting a concrete block / floor sump of overall dimensions not less than 300 mm x 300 mm x 300 mm, covering all around the trap with PCC 1 : 3, admixed with approved quality and make water proofing chemicals, used as per manufacturer's specifications including manual batching & mixing, laying, spreading, levelling, consolidating and finishing, etc., complete as directed by the Bank's Engineer.</p>	Nos.	9.00
7	<p>CPVC water lines 50 mm dia: Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold-water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing where necessary. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including filling the grooves with cement mortar 1 : 4, testing of joints complete as directed. The cost shall be inclusive of making good any damages caused externally to the pipe joint of the vertical stack and closing any openings made in the brick wall for this purpose and making good the wall avoiding any possible water seepages from external side. The cost shall be inclusive of providing scaffolding for work on the external side. Length of pipe including specials will be measured by center line in running meter for payment.</p>	Rmt.	12.00
8	<p>CPVC water lines 25 mm dia: Same as above item 6 but for 25 mm dia and internal side only.</p>	Rmt.	46.00
9	<p>Half Brick wall: Providing and constructing half brick masonry with common burnt clay bricks of approved quality as partition / ledge wall / cavity wall in cement mortar of 1 : 4 proportion by using best quality locally available bricks including all necessary tools, labor, watering, curing, racking out joints, providing 2 nos. 6 mm dia MS bars at every 3rd course of brick masonry, making good all damages, etc., complete as directed at all heights.</p>	Sqm.	2.00
10	<p>Brick wall: Providing and constructing single brick masonry with common burnt clay bricks of approved quality as ledge wall / cavity wall in cement mortar of 1 : 4 proportion by using best quality locally available bricks including all necessary tools, labor, watering, curing, racking out joints, making good all damages, etc., complete as directed at all heights.</p>	Cum.	0.50

11	Internal Cement Plaster: Providing and applying average 15 mm thick cement plaster in true line, level & plumb in cement mortar of 1 : 4 proportion including all necessary tools, labor, scaffolding, watering, curing, racking out the joints, etc., complete as directed at all heights.	Sqm.	85.00
12	External Cement Plaster: Providing and applying average 25 mm thick cement plaster in true line, level & plumb in cement mortar of 1 : 4 proportion including all necessary tools, labor, scaffolding, watering, curing, racking out the joints, etc., complete as directed at all heights.	Sqm.	2.00
13	Tile Flooring: Providing and laying any approved size and approved quality non-skid tile of approved make / shade on flooring in washrooms laid on 20 mm thick cement mortar 1 : 4 bedding admixed with waterproofing compound and neat cement slurry in proper line and level. The tile joints shall be neatly filled & finished with approved quality tile grout or white cement slurry mixed with matching pigment, cleaning, curing, etc., all complete as directed. Basic rate (exclusive of GST) of tile - Rs.600/- per Sqm. Only exposed area will be measured for payment.	Sqm.	22.00
14	Wall Dado: Providing and laying any approved size and approved quality tile / artificial stone of approved make / shade on walls on average 15 mm thick CM 1:3 (1 cement : 3 Coarse Sand) backing including water proofing compound as per manufacturers specifications, set in cement slurry including filling the joint with white cement grout mixed with matching pigment, cleaning, curing, making good the damages, etc., all complete as directed. Basic rate (exclusive of GST) of tile / artificial stone – Rs.700/- per Sqm. Only exposed area will be measured for payment.	Sqm.	84.00
15	Urinals: Providing, supplying and fixing approved model of urinals with suitable urinal spreader, (Basic price of Urinal excluding GST is Rs.7,500/-) , including necessary PVC connections, waste pipe, with concealed pipeline of suitable dia with suitable U-bend into the wall, making all necessary water supply and drainage connections, etc., complete as directed at all levels. The cost shall be inclusive of fixing of required waste coupling, bolts, fischers, etc., to put the urinal to functional use, complete as directed by the Bank's Engineer.	Nos.	11.00

16	<p>EWC:</p> <p>Providing and fixing in position floor mount European type WC and flush tank with appropriate bolts and brackets provided by the manufacturer, S trap / P trap in proper line and level including dual flush system, seat cover, 15 mm dia heavy quality braided connection hose with brass unions, making water tight joints, etc., complete as directed by the Bank's engineer. (Basic price of EWC set with flush tank excluding GST is Rs. 15,000/-). The cost shall be inclusive of making openings where necessary in the floor / wall to connect EWC to the PVC drain line and making necessary water tight joints, sealing and grouting the joints with appropriate pigmented material to make good the adjoining tiles.</p>	Nos.	2.00
17	<p>Wash Basin: Providing, supplying and fixing approved model of wash basin, including 15 mm dia 450 mm long heavy quality PVC / braided connections for pillar cock with CP brass unions, suitable model of CP waste coupling, making all necessary drainage and water supply connection, etc., complete as directed at all levels. The quoted rate shall include cost of plumbing fixtures such as brackets / fischers, CP waste coupling, connection hoses, waste hose, etc., complete as directed by Bank's Engineer. Wash basin of approved make and model with Basic price excluding GST, Rs.8,000/-. Cost to be inclusive of providing waste hose of approved make, providing concealed pipeline to the nearest nahani trap suitable to the approved model.</p>	Nos.	5.00
18	<p>Concealed stop cock: Supplying and fixing of Concealed stop cock (Basic price exc. GST Rs.2,000/-) of approved make and model with all the necessary accessories, labour, tool, etc.</p>	Nos.	4.00
19	<p>Angular stop cock: Supplying and fixing of Angular stop cock with wall flange (Basic price exc. GST Rs.1,500/-) of approved make and model with all the necessary accessories, labour, tool, etc.</p>	Nos.	7.00
20	<p>Sensor based pillar cock: Supplying and fixing of Sensor based Pillar cock with flexible braided hose (Basic price exc. GST Rs.5,500/-) of approved make and model with all the necessary accessories, labour, tool, etc.</p>	Set	5.00
21	<p>Health faucet: Supplying and fixing of Health faucet with holder and hose of required length. (Basic price exc. GST Rs.1,250/-) of approved make and model with all the necessary accessories, labour, tool, etc.</p>	Nos.	2.00
22	<p>Two-way bib cock: Supplying and fixing of Two-way bib cock with wall flange. (Basic price exc. GST Rs.2,000/-) of approved make and model with all the necessary accessories, labour, tool, etc.</p>	Nos.	2.00

23	Urinal partitions: Supplying and fixing of Urinal partitions (Basic price exc. GST Rs.2,000/-) of approved make and model with all the necessary accessories, labour, tool, etc.	Nos.	9.00
24	Towel Ring / Rod: Supplying and fixing of Towel ring / rod / holder (Basic price exc. GST Rs.1,500/-) of approved make and model with all the necessary accessories, labour, tool, etc.	Nos.	2.00
25	Glass shelf: Supplying and fixing of Glass shelf with brackets (Basic price exc. GST Rs.1,500/-) of approved make and model with all the necessary accessories, labour, tool, etc.	Nos.	6.00
26	Coat / Robe hook: Supplying and fixing of Double Coat / Robe hook on washroom door: (Basic price exc. GST Rs.500/-) of approved make and model with all the necessary accessories, labour, tool, etc.	Nos.	2.00
27	Tissue roll holder: Supplying and fixing of Tissue roll holder (Basic price exc. GST Rs.2,000/-) of approved make and model with all the necessary accessories, labour, tool, etc.	Nos.	2.00
28	Grab bar: Supplying and fixing of Grab bar (Basic price exc. GST Rs.2,000/-) of approved make and model with all the necessary accessories, labour, tool, etc.	Nos.	2.00
29	SS Gratings: Supplying and fixing of SS Gratings with or without hole (Basic price exc. GST Rs.250/-) of approved make and model with all the necessary accessories, labour, tool, etc.	Nos.	9.00
30	<p>Gypboard false ceiling:</p> <p>Providing & Fixing 12.5 mm thick Gypsum Board suspended false ceiling with following specifications for installation and as per the manufacturer's specifications for framework & ceiling. Refer Technical specifications section 7.6 (f) for detailed specifications.</p> <p>No separate payment shall be made for providing and fixing vertical drops if any, necessary hardware, framework, etc. Only horizontal (plan area) shall be measured for payment.</p> <p>Cost shall be inclusive of removal of existing false ceiling and disposing the waste out of the Bank's premises.</p> <p>The area to be covered in 1st floor Gents restroom only.</p>	Sqm.	10.00

31	<p>Painting: Painting the ceiling and walls with 100% acrylic interior emulsion over primer and applying necessary putty where necessary to achieve a smooth and levelled finish and doors with enamel of approved make and colour after proper surface preparation. Approx., dimensions of restroom 1 : 2.25 m x 4.75 m and restroom 2 : 2.40 m x 4.75 m Approximate dimensions of the doors: 0.75 m x 2.1 m</p>	L/s.	2.00
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