



भारतीय रिजर्व बैंक Reserve Bank of India  
संपदा विभाग Estate Department  
बैंगलूरु Bengaluru

निविदा आमंत्रण सूचना

भारतीय रिजर्व बैंक, बैंगलूरु ने पात्र सूचीबद्ध विक्रेताओं से मैनुअल निविदा आमंत्रित की है। मुख्य कार्यालय भवन के बाहरी पथर के अग्रभाग की सीलेंट कोटिंग। विस्तृत निविदा सूचना के साथ निविदा आरबीआई की वेबसाइट <https://www.rbi.org.in> पर “निविदाएं” मेनू के अंतर्गत उपलब्ध है।

2. कार्य की अनुमानित लागत ₹4.84 लाख (लगभग चार लाख चौरासी हजार रुपये) है, हालांकि वास्तविक राशि भिन्न हो सकती है।

3. निविदा प्रक्रिया का कार्यक्रम निम्नानुसार है:

A.	निविदा का तरीका	मैनुअल टेंडर
B.	वह तिथि जिससे निविदा दस्तावेज पार्टियों के लिए डाउनलोड हेतु उपलब्ध होगा	12 मई, 2025; दोपहर 12.00 बजे से
C.	बयाना राशि	लागू नहीं
D.	बोली आरंभ तिथि	12 मई, 2025; दोपहर 12.00 बजे से
E.	बोली-पूर्व बैठक	19 मई, 2025 को सुबह 11.00 बजे
F.	निविदा प्रस्तुत करने की अंतिम तिथि	26 मई, 2025; सुबह 10:00 बजे तक
G.	निविदा के भाग I (तकनीकी बोली) के खुलने की तिथि	26 मई, 2025; 11:00 पूर्वाह्न

4. भाग-II अर्थात मूल्य बोली उसी दिन या बाद की तिथि पर खोली जाएगी, जैसा कि बैंक द्वारा सूचित किया जाएगा, केवल उन ठेकेदारों/बोलीदाताओं के संबंध में जो भाग-II में निर्धारित सभी मानदंडों को पूरा करते हैं। बैंक बिना कोई कारण बताए कि किसी भी या सभी निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।

**नोट:** सभी निविदाकर्ता कृपया ध्यान दें कि यदि भविष्य में निविदा में कोई संशोधन / शुद्धिपत्र जारी किया जाता है, तो उसे केवल आरबीआई वेबसाइट पर ही अधिसूचित किया जाएगा, जैसा कि ऊपर बताया गया है तथा समाचार पत्र में प्रकाशित नहीं किया जाएगा।

क्षेत्रीय निदेशक  
भारतीय रिजर्व बैंक  
बैंगलूरु



**RESERVE BANK OF INDIA  
Estate Department  
Bengaluru**

**Tender**

**For**

**Sealant Coating of External Stone Façade, MOB**

**Name of Tenderer:** \_\_\_\_\_

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

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

	<b>Activity</b>	<b>Date</b>
1	Date of availability of Tender in RBI Website	May 12, 2025; 12.00 PM onwards
2	Due date for submission of Tender	May 26, 2025; till 10:00 AM
3	Date of opening of Tender	May 26, 2025;11:00 AM

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**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
BENGALURU**

**Sealant Coating of External Stone Façade, MOB**

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## **DISCLAIMER**

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

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

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## **NOTICE INVITING TENDER**

### **Sealant Coating of External Stone Façade, MOB**

Reserve Bank of India, Bengaluru invites tenders for the captioned work from bank's empanelled vendors/contractors under the said category of the work costing up to 5.0 Lakhs. The tendering would be done through sealed quotations. The Schedule of Tender is as follows:

<b>a. Name of Work</b>	Sealant Coating of External Stone Façade, MOB
<b>b. Estimated Cost of the Work</b>	<b>₹4.84 lakh</b> inclusive of GST
<b>c. Tender no</b>	Manual tender
<b>d. Mode Of Tender</b>	<b>Sealed Tender</b> (Part I - Techno-Commercial Bid and Part II - Price Bid)
<b>f. Date of NIT available to parties to download</b>	May 12, 2025; 12.00 PM onwards
<b>g. Date of Pre-Bid Meeting</b>	May 19, 2025 at 11.00 AM
<b>h. Date of starting of Tender for submission of Techno-Commercial Bid and price Bid</b>	May 12, 2025; 12.00 PM onwards
<b>i. Date of closing of tender for submission of Techno-Commercial Bid &amp; Price Bid</b>	May 26, 2025; till 10:00 AM
<b>k. Date &amp; time of opening of tender</b>	May 26, 2025; 11:00 AM
<b>l. Transaction Fee</b>	<b>NIL.</b>

Amendments / Corrigendum to the tender, if any, issued in future will only be notified on the RBI Website as given above and will not be published in the newspaper.

## FORM OF TENDER

To Date  
Regional Director, Place  
Reserve Bank of India,  
Estate Department,  
10-38, Nirupathunga Road,  
Bengaluru 560001

Madam/ 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 work	Sealant Coating of External Stone Façade, MOB
(b)	Estimated cost	<b>₹4.84 lakh inclusive of GST</b>
(e)	Time allowed for completion of the work	<b>45 days</b> from the 10th day of issue of work order
(f)	Liquidated Damages for delay in completion of the work	0.25 % of the 'Contract Amount' per week subject to a ceiling of 10% of the 'Contract Amount'.
(g)	Defects Liability Period	One Year from the date of 'Virtual Completion' of the work.

I / We agree to:

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. This sealed envelope addressed by name to Regional Director, Reserve Bank of India, Estate Department, Bengaluru will be received by the Bank at Estate Department, Reserve Bank of India, Bengaluru up to 10:00 hours on May 26, 2025 in the manner described in the tender form. Tenders received after the due date and time will not be accepted under any circumstances.

**Signature, Name & Address of the bidder:**

## **INSTRUCTIONS TO BIDDERS**

1. Tenders comprising Part I (Techno-Commercial Bid) and Part II (Price Bid) of the tender should be submitted in sealed covers for the work of **Sealant Coating of External Stone Façade, MOB** not later than **10.00 AM on May 26, 2025** Telegraphic, Fax and E-mail tenders shall not be accepted. No tender received after **10.00 AM on May 26, 2025** shall be accepted.
2. Bidders may get their doubts clarified during pre-bid meeting in Main office. Any change in mode of meeting shall be intimated to bidders in advance. The Bank discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition / clarification, it shall be separately uploaded on RBI Website in their letter head. The clarifications / conditions etc. uploaded if any will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Bank will be intimated to the tenderers. No request for any change in rate or conditions after the opening of the tender will be entertained. However, decision of the Bank on acceptance of conditions put by the bidders is final and binding.
3. Bidders may choose to present for Tender Opening Event in the Bank's Main Office at scheduled date and time. Part I (Techno-Commercial Bid) of the tender shall be opened at **11:00 Hrs on May 26, 2025** Part II (Price Bid) shall be opened on a subsequent date and time which shall be intimated to the bidders who are successfully qualified in Part I of tender.
4. All information, correspondence letters, shall be submitted in and addressed to Regional Director, Reserve Bank of India, Estate Department, Bengaluru.
5. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

6. The rates quoted shall be based on the **Part-II (Price-Bid) of tender** and shall be firm and binding without any escalation whatsoever till the completion of the contract. Tenderer shall read all specifications/drawings/conditions from this tender document.
7. For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived on the basis of quoted rates shall only be considered.
8. Signatures may be done wherever required before submitting the tender of his / their acquainted himself / themselves with the terms and conditions of this tender.
9. If any of the document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
10. The Reserve Bank of India 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.
11. 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 draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
12. 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 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.
13. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these

conditions, the bank may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank.

14. The Contractor shall carry out all the work strictly in accordance with Design and drawings, details, specifications and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.
15. A Schedule of Probable Quantities in respect of each work and specifications accompany these Instructions to Bidders. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank.
16. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings (if any) and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
17. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, double scaffolding, centring, boxing, staging, planking, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary lines for drawing plumbing and electricity supply arrangements (water and electricity may be made available at the available sources within the Bank's Premises), 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 so to do and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank. 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, Labor conditions, fluctuations in railway freights or any conditions whatsoever.

**18. The rates for each item in Part II (Price Bid) shall be quoted exclusive of GST.**

**Total Amount including GST shall be calculated and the total amount for all the items including the G.S.T will be taken as the total Contract Value.** Each invoice / bill shall indicate amongst other things, the contractor's PAN and GST Registration Number. The contract value will also be subject to TDS / Withholding Tax as per statutes. 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 in future shall be entertained by the Employer.

19. 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 Labor 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.

20. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day of issue of written order to commence the work.

21. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in Clause 27 of the

General Conditions of the Contract. The tenderer shall before commence the work, prepare a detailed work programme which shall be approved by the employer. If the contractor fails to continue the work as per the detail work program or fails to deploy Labors as required for the smooth flow of the work, Bank reserves right to cancel the contract agreement entered into.

22. Tenders will be considered only from list of contractors empanelled by the Bank in the trades concerned.

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

24. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer with the prior consent in writing of the Employer

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

26. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications, design drawings made by the Bank and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted. Quality

of the work should be satisfactory to the bank as per work specifications. Contractor shall make good the bank for any low quality of work executed.

27. The successful tenderer should make his own arrangement to obtain all materials required for the work. The materials as far as procurable shall be first / premium quality conforming to relevant Indian standards.
28. The successful tenderer is bound to purchase the required materials for which the "Basic Price" has been stipulated in the item from the manufacturer approved and selected by the Bank and at the rate approved by the Bank from time to time.
29. For items where, Basic price of materials is stipulated, the basic price of materials shall be taken as cost of material at dealer's ex-go-down price i.e. exclusive of GST. The sample of all such materials shall be got approved from the Bank before purchasing. The contractor should provide to the Bank for verification, all paid bills of the purchased materials for ascertaining the actual rate of purchase so as to settle the difference in cost of materials. No overhead and profit shall be considered for cost difference.
30. The tenderer shall have to use materials of the makes / manufacturers specified in the list of material of approved brand and / or manufacture contained in the tender clauses.
31. Electricity and water shall be provided free of cost for execution of the work at one point within the premises. Contractor shall make their own arrangements for conveying the same to the required locations. The contractor shall, however, take care to ensure that no undue wastage of electricity & water is caused. Necessary safety measures shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Bank if any laxity on his part is observed in this matter.
32. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto.

33. IS Code numbers wherever mentioned in the tender shall be the latest version as on the date of opening of tenders.

34. Errors, Omission and Descriptions:

- a) In case of discrepancy between the Schedule of Quantities, specification and/or the Drawings, the following order of preference shall be observed i) Description of Schedule of Quantities ii) Particular Specification and Special Condition, if any iii) Drawings iv) General Specifications v) Indian Standard Specifications of B.I.S
- b) In case of difference between the rates mentioned in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.

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

36. The contractor shall abide by and fulfil all requirements laid down under various provisions of Contract Labor (Regulation and Abolition) Act, 1970 and the rules framed there-under. The contractor shall submit to the Bank the maximum number of Labors to be engaged on a single day in the job. Any subsequent increase should be informed to the Bank without delay, if the number of Laborers employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labor Commissioner. The contractor should ensure payment of minimum wages to all Laborers / workmen staff employed by him and maintain record of Labors employed for the work.

37. Contractor should ensure that the instructions/ directions issued by Central as well as State Government, and also by the Bank in connection with Covid-19 Pandemic are followed scrupulously by the workmen deployed at the Bank. Workmen from

containment area or under quarantine should not be deployed for work. Further, you are required to closely monitor the staff deployed to the Bank and in case of any staff/family member of staff is found 'Covid' infected, action to be taken to replace the staff at once. Staff should be sensitised to follow strict social distancing norms while they remain deployed. You shall provide them with necessary gloves, masks, sanitizer, etc., at no extra cost to the Bank. Further, you shall indemnify and keep indemnified the Bank from any financial/ legal liability arising out of your failure, fault or negligence in complying-with the above instructions. Any hindrance to the work due to COVID-19 pandemic or any other reasons shall be intimated to the bank's engineer.

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

Signature, Name & Address of the bidder:

## **GENERAL CONDITIONS OF CONTRACT**

### **The Conditions Hereinbefore Referred To**

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

a) "Employer"	Shall mean the Regional Director, Reserve Bank of India, Estate Department, Bengaluru and shall include its assigns and successors.
b) "Contractor" In the case of company	"Contractor shall mean _____ a company incorporated under _____ 19____/ 20____ and having its registered office at _____ and shall include its successors and assigns.
c) "Banks Engineer"	Shall means the person appointed by the Employer to act as Bank's Engineer for the purpose of the contract and named as such in the conditions. [AM (Tech)/ Manager (Tech)/ AGM (Tech)].
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 Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications, design drawings attached hereto and duly signed.
f) "Specifications"	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)"Notice in writing"	Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
h)"Schedule of Quantities"	Means the priced and completed schedule of quantities forming the part of Tender
i)" Tender"	Means The Contractor's priced offer to the Employer for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
j)" Letter of acceptance"	Means the formal acceptance by the employer of the tender
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 Act.

l) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

m) "The works" Shall mean 'Sealant Coating of External Stone Façade, MOB' as provided herein

Note: Words imparting persons include firms and corporations. Words imparting the singular only 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 absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

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

- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 & 21 hereof.

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

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 the Employer shall form a supplementary tender. Minor alterations (of the order of a few centimetres) as per site conditions may be carried out during execution with respect to the drawings. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.
4. **Drawings, Schedule of Quantities:** The Contract shall be executed in duplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy of each for his use. The Contractor on the signing hereof shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings (if any) and of the specification and one copy of all further Drawings (if any) issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and the Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications.
5. **Contractor to provide everything necessary at his cost:** The contractor shall provide at his cost everything necessary for the proper execution of the work according to the intent and meaning of the drawing. Schedule of quantities and specification taken together with whether the same may or may not be particularly shown or described

therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancy in the drawings or between the drawings schedule of quantities and specifications he shall immediately and in writing refer same to the Bank's Engineer who shall decide which is to be followed. Between drawings and specifications/ schedule of Quantities, schedule of quantities will prevail.

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

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

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

7. **Setting out of work:** The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and got approved prior to proceeding of the work. If the contractor fails in their role, any errors/defects shall be rectified at his own expense to the satisfaction of the Bank/ Employer
8. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's

Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost 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.

9. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank's Engineer may consider necessary until the expiry of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent, qualified and experienced Engineer who shall be constantly in attendance at the works while the men are at work. Any directions explanation, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
10. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Consultant.
11. **Access to works:** The Employer, the Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer, the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Employer or the Bank's Engineer except the representatives of public authorities shall be allowed on the works at any time.
12. **Assistant Manager (Tech)/ Manager (Tech)/ AGM (Tech):** The term "Assistant Manager (Tech)/ Manager (Tech)/ AGM (Tech)" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant

Manager (Tech)/ Manager (Tech)/ AGM (Tech) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

13. **Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not 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 etc.:** No alteration, omission or variation shall vitiate this contract except instructions/ notice of Employer (through Bank's Engineer) at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under its hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extra alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 18 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

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 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

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

17. **Measurement of works:** The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Manager (Tech)/ Manager (Tech)/ AGM (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 agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Method of Measurements detailed in the latest relevant IS Codes of practice.

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

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

18. **Prices for extra etc. ascertainment of:** The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works

shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. 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.

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 Architects of the project band with the concurrence of the employer in excess of 25 % of the tender quantity shall be considered as an extra item of work for which the contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. 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 Labor 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.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause 5 hereof with the concurrence of the Employer herein mentioned.

Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

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

- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements".
- (e) 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 market rate with "actual cost basis", plus 15% towards establishment charges, contractor's overheads and profit. Such items will not be eligible for escalation.

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

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

the Employer. The Contractor shall be liable for any loss of, or damage to, such materials

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

21. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been

nominated as provided under clause 13 and 23 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause and clause 2 hereof. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.

22. **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 virtual completion.

23. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof, the Employer may pay the same upon a

Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

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

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

The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an **All Risk Policy** for Insurance for the full amount of the contract 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.

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

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.

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

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

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 the contractor under this clause.

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

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.

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. **The contractor shall not permit a nominated sub-contractor to commence work at the site unless the said insurance policies are submitted.** In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor. The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office, the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

**a)** Workmen compensation policy. **b)** CAR Policy **c)** Third party liability policy

**26. Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later

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

27. **Liquidated damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 28 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

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

29. **Contractor's failure to comply with Employer's instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to

give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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

Or if the Contractor whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

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

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

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

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

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

- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

31. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect 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 in liberty to terminate the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

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

32. **Certificates and 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's Engineer) has been executed in accordance with this Contract. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed. And the Contractor shall be entitled to the payment of the final balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as the 'Defect Liability Period' in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed

and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under Clause 2 and 21, in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer, and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

- b. The Contractor has to submit along with his all running account bills and final bill, a statement showing the details as well as the quantities of cement, steel and other building materials procured by him up to the date of the bill for verification of the same before settlement of such bills by the Bank.
- c. The Bank's Engineer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.
- d. The Bank's Engineer may make any correction in any previous Certificate which shall have been issued by him.
- e. No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to insure the work 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 honor of Certificates' after such Certificates have been delivered to the Employer

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

On account bills shall be made as under detailed item-wise measurement will be taken and payment shall be made based on completion of specific item of work basis on the quoted rate. All payment shall be subject to recovery of TDS as per the statuary requirements.

33. **Delayed Payment:** Any amounts payable by the Employer to the Contractor 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 sum ought to have been paid by the Employer until the payment subject to production of all required information/ clarifications by the contractor.

34. **Matters to be finally determined by Bank:** The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clause 2, 4, 7, 8, 13, 17, 18, 19, 20, 21, 22, 28 (a, b, c, d, e, f) hereof (which matters are herein referred to as the expected matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

35. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in preceding clauses. But if either, the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two

arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

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

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

38. **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 shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

39. **Return of surplus materials:** Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having

due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of GST and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

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

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this Agreement 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.

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

(i) The contractor shall abide by and fulfill all requirements laid down under the Contract Labor (Regulation and Abolition) Act, 1970 and the rules framed there under.

(ii) The contractor should ensure payment of minimum wages to all laborers/workmen staff employed by him. Contractor should submit a certificate to the effect that, he has actually paid all the dues of all the laborers of all descriptions engaged by him for completion of the awarded job/work/project at the rate which is not less than the one prescribed under Minimum Wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract laborers. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate.

42. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers 61 of 304 Welfare Cess Act, 1996. Welfare Cess @ 1% from the bills raised by the contractor shall be deducted at source for all running works. Cess, so deducted shall be deposited with the concerned statutory authorities BOCW welfare board.

43. **Sexual Harassment of women at workplace**

1. a) The contractor / agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary relief that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.

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

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

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

**Signature, Name & Address of the bidder:**

#### **APPENDIX HEREIN BEFORE REFERRED**

1. Defects liability Period	1 Year from the date of issue of virtual completion certificate.
2. Period of final measurement	3 months from the date of final commissioning.

3. Date of commencement	10 <sup>th</sup> day from the date of award of work
4. Date of completion	<b>45 days</b> from the date of commencement
5. Liquidated Damages	0.25% of the contract amount per week subject to a maximum of 10% of the total accepted contract value.
6. Period of honoring final certificate	3 Months
7. Interest for delayed payment	3% (three percent) per annum

**Signature, Name & Address of the bidder:**

### **SPECIAL CONDITIONS OF THE CONTRACT**

1. The contractor may please note that, the work has to be carried out in the normal working hours. Therefore, entire work involved shall be carried out with least disturbance to other

agencies and also day-to-day cleaning of the debris / dust generated has to be done by the Contractor.

2. The Contractor shall have the addresses, identity card and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Bank and also have to subject themselves to the security restrictions imposed by the Bank.
3. The Contractor should have valid Labor License from Labor commissioner, wherever applicable.
4. No Laborers shall be permitted to stay inside the campus after working hours.
5. Rate quoted should include for all necessary testing of materials as required and directed by Bank's Engineer, conforming to relevant coding practices from the approved laboratory. The contractor shall use only approved materials as specifically stated in the Schedule of Quantities, approved makes/ list of materials indicated in Part-I of the tender. The Bank will be at liberty to choose any makes of materials from the approved makes/ manufacturers' in the list. Samples of any materials used in any of the works should be got approved by Bank's Engineer or his representative before proceeding with bulk purchase. The work shall be carried out as per manufacturers' application guide/ method statement, specifications for the complete work.
6. GST shall be included in the rates quoted by the contractor as per Schedule of Quantities (Price Bid) format in e tender. GST calculations in tender portal shall be done as indicated in Instructions to Bidders. The rate quoted shall also include all such taxes and levies, if any. However, while submitting the bill/ invoice for the work, the contractor shall clearly indicate the various components of GST involved in the work value.
7. The contractor shall submit a properly planned & prepared work programme to the Bank before commencement of the 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.
8. Wherever contractor proposes to use equivalent make (i.e. other than specified), the same shall be done after prior approval of Bank's Engineer. Any additional expenditure and

time due to this shall be solely on contractor account and no claims what so ever shall be entertained in this regard.

9. All the materials shall be first/premium quality confirming to IS and other standards prescribed by the manufacturers'.

10. Materials brought to the site shall be intimated to the Bank's Engineer immediately for inspection of quality and measurement of quantity of the materials. This quantity of the material brought at site and consumed shall be cross checked with the actual requirement as specified in the technical specification of the work.

11. The Contractor shall make their own arrangements for storing of their materials at site.

12. The successful tender shall also be responsible for safety & security of their materials & also for ensuring fire prevention steps at all the times in working premises including their part of work.

**13. The registers/documents - Hindrance Registers /Site Order Book, Material consumption register, etc., shall be maintained at site by the contractor at his own cost and updated regularly as instructed by the Bank's Engineer.**

14. The entire materials for the work shall be brought to the working area through the staircase only.

15. The Contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's Engineer.

16. Contractor should post a suitable qualified supervisor for day to day work.

17. The contractor shall arrange visits of authorized official of the manufacturer whose materials have been selected / approved by the Banks for the work (at least three visits from each manufacturer's official, staggered over the duration of the work) to inspect the materials supplied/ available at site and whether the materials are being used as per the Manufacturer's Specifications and specified consumption standards, quality and shall be required to submit a report/test certificate on the manufacturer's letterhead addressed to

Bank, under official seal, indicating the genuineness or otherwise of the material and its usage methodology/application method. No additional payment on this account shall be considered

18. Wherever the basic price for the material is specified, the Contractor should provide to the Bank for verifications all paid bills of purchased materials for ascertaining the actual rate of purchase so as to settle the difference in cost of material. The price of materials shall be got approved from the Bank before purchasing. The adjustment in price of materials shall be made on measured quantity. The basic price for the materials shall be taken as the cost of material at dealer's ex-go-down price. No overhead charges or profit shall be considered for basic-rate adjustment.

19. No lapses from the Contractors side, which may cause damage to the property and injury to the occupants/neighbors in the opinion of the Bank's Engineer, shall be permitted.

20. Any damage caused to any of Bank's property shall be made good by the Contractor at their own cost.

21. Completion period mentioned in the tender is inclusive of monsoon period and holidays including Sundays / Saturdays falling within in the contract period. The contractors shall comply with statutory requirements to work on holidays at their own risk & cost and indemnify the Banks for any risks associated with it.

22. The contractor shall furnish A-4 size, computerized sheets printed in the format of a conventional Measurement Book (MB), duly machine numbered pages and with a provision for providing an MB number. The contractors shall incorporate necessary corrections in these sheets as directed by Bank's Engineer. After making necessary correction the contractor shall submit new copies. All pages of the finalized computerized MB sheets, after due check / test check measurements shall have full signature with date of the 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 Bank.

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

Date:

Place:

Signature of Authorized signatory with seal.

Name and Address

### **SAFETY CODE**

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

3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm(clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.  
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. Any other safety norms to be followed for the work shall be as per relevant Standards/ Construction practices.
15. All the workers shall be provided with safety belts, safety shoes and helmets. No workmen shall be allowed to work on scaffolding without safety helmets and safety

belts.

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

**Signature, Name & Address of the bidder**

**FIRE SAFETY CODE**

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

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

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

**Signature, Name & Address of the bidder**

**GENERAL SPECIFICATION OF WORKS**

The scope of work covers '**Sealant Coating of External Stone Façade, MOB**' in accordance with specifications prepared to the satisfaction of the Bank's Engineer. The following specifications shall form part of the contract, and these shall deem to be

supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.

2. The entire coating work shall be done in first class manner. The Contractors shall use ready-made paints of best quality and of approved Manufacturers of appropriate grade and they shall comply with the respective IS specifications. The Contractor will not be permitted to carry out any mixing at site except for addition of water for primer which shall be carried out in the presence of Bank's Engineer. The Contractor shall deposit with the Engineer at his own cost, samples approved material prior to commencement of work.
3. All the material shall be brought to site in sealed condition and get it inspected through the manufacturer's representative for its genuineness/ quality etc. The successful tenderer shall co-ordinate with the manufacturer co. and get certificates from them about the consumption and quality in addition to the checking by the Bank.
4. Damaged surface of walls/floor/skirting etc., surface shall be made good to the original condition with appropriate tile/plastering/painting etc., as per the direction, without any extra cost.
5. Rates shall be inclusive of doing plaster patch work (not exceeding 0.1 Sq m. for each patch) and also making up the broken edges of walls, columns, beams, sills, ceilings etc. so as to match the existing surface.
6. Minor alterations (of the order of a few centimeters) as per site conditions may be carried out during execution with respect to the drawings.
7. Special care shall be taken by providing suitable covers, tarpaulins etc. to prevent dust nuisance and for protecting furniture, potted plants and other horticulture works, costly items, glass for windows/ventilators etc. from stains. The rates quoted shall include covering of items and for handling and re-arranging the same etc. on every day and any damage to property caused by the Contractor, shall be made good by the Contractor at his cost. The work shall be carried out without any inconvenience to the inmates of the colony. The Contractor has to wash and clean the floors, after his work in that area has been completed. Only Contractor's authorized persons will be allowed to enter the premises and they should strictly follow the various performance requirements.

8. Surface prepared for painting shall be got approved before proceeding with painting work. Similarly, work for each coat shall also be got approved from the Engineer before proceeding to next coat. In case of failure to comply with this clause, the item will not be measured and paid for.
9. No further coat shall be applied, till previous coat has completely dried.
10. Work shall be carried out as per manufactures specifications.
11. After day's work is over, stains of paint over floor, fittings, furniture, glass panes etc. shall be thoroughly removed.
12. Care should be taken to clean the stains electric wirings on batten for which no extra payment will be made.

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

**Signature, Name & Address of the bidder**

**Technical Specifications:**

The scope of work covers execution, completion and testing of the work of '**Sealant Coating of External Stone Façade, MOB**' in accordance with drawings (if any) and specifications prepared by the Bank's Engineer and to the satisfaction of the Bank's Engineer.

**1. Quality:** The materials to be used in the work shall be of approved make, best quality and shall conform to the prescribed test parameters of National/ International standard codes (ASTM, IS, BSEN etc.,) as indicated by the manufacturers as specified in specifications herein.

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

**3. Cost of Transportation:** The Contractor shall allow in his cost for all transporting, unloading, stacking and storing of supplies of goods and materials for this work on the site and in the places approved from time to time by the Bank's Engineer. The Contractor shall allow in his price for transport of all materials controlled or otherwise to the site.

**4. Rate to include:** The rates quoted shall be for all heights and depths and for finished work.

**5. To ascertain from Contractors for the other trades:** The contractor shall ascertain as directed by the Bank all particulars relating to their work with regard to the order of its execution and the position in which chases, holes and similar items will be required, before the work is taken in hand as no claims for extras will be allowed for cutting away work already executed in consequences of any neglect by the Contractors to ascertain these particulars beforehand.

**6. Testing of Material:** The contractor shall, before he places orders for supply of materials, furnish to the Bank's Engineer at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in time, notwithstanding prior approval by Bank's Engineer/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases makers/ manufacturers test certificates shall be produced by the contractor along with the samples for their goods/articles/ products/ processes/equipment.

**7. Clearing of Site & debris:** The Contractor shall ensure to clear the site of all debris and left-over materials at his own expense to the entire satisfaction of the employer to a place permissible by Municipal or other local public authorities.

**8. Preparation of building for occupation and use on completion:** The whole of the work shall be thoroughly inspected by the Contractors and all deficiencies and defects set right. On completion of such inspection, the Contractor shall inform the employer in writing, that he was finished the work and it is ready for the Bank's engineers' inspection. On completion, the contractor shall clean all windows and doors and all glass panes including cleaning of all floors, staircase and every part of the work area including oiling of all hardware. He will leave the entire work area neat and clean and ready for immediate occupation and to the satisfaction of the employer.

**9. Vouchers:** The Contractor shall furnish the employer with vouchers on request, to prove that the materials are as specified and to indicate the rates at which the materials purchased in order to work out the rate analysis of the non-tender items which he may be called upon to carry out thereafter.

**10. Protection:** The contractor shall properly cover up and protect all work throughout the duration of work until completion, particularly masonry / finish, moldings, special floor finishes, staircases and balustrades, doors and windows frames, plaster angles, lighting and sanitary fittings, glass, paint work and all finishes, etc.,

## **11. MATERIALS AND WORKMANSHIP**

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

### **MATERIALS:**

- a) Materials shall be of the best approved quality and they shall comply with the respective latest IS code specified.
- b) All material shall be tested in any testing laboratory approved by the Bank's Engineer, as per the testing guidelines issued by the Employer, which can be perused by the contractor from the office results of such tests in original issued by the laboratory shall be submitted to the Bank
- c) All materials supplied by the Employer / any other specialist firm shall be properly stored and the Contractor shall be responsible for its safe custody until they are

required on the works and till the completion of work.

- d) Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specified Conditions, the quality of materials, workmanship, dimensions etc. shall be as specified herein under.

#### **LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURER**

##### **Note:**

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

SI no	Material	Make
1.	Stone Sealant	Ardex Endura, Vital Stone Sealers or approved equivalent

### **Note**

The contractor shall produce 2-3 makes as the case may be for Bank's approval, before using the same in the works. Material approved by the Bank shall only be used in the work including approval of Basic rate items

I / We hereby declare that I / we have read and understood the above instructions and accept the same.

### **Signature, Name & Address of the bidder**

### **Annexure - 1**

### **Articles of Agreement**

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Bengaluru (hereafter called "Employer") of the one part and

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(hereinafter called "the Contractor") of the other part.

WHEREAS the Bank is desirous of carrying out the "Sealant Coating of External Stone Façade, MOB" and has prepared drawing and/or Schedule of Quantities showing and describing the work to be done under the direction of Bank's Engineer.

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

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

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

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 Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The 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. This Contract is neither a fixed Lumpsum Contract nor a Piece Work Contract but is a Contract to for the complete work to be paid for according to actual measured quantities

at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
7. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work from tenth day of date of work award letter and to complete the entire work within 3 months, subject nevertheless to the provisions for extension of time in writing by such form (i.e., by way of a deed of agreement or by exchange of letters/ emails) as may be mutually decided by the parties.
9. All payments by The Bank under this Contract will be made only at Bengaluru
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru and only Courts in Bengaluru shall have jurisdiction to determine the same.
11. That the several parts of this Contact 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 Bank and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.

If the contractor is a Company

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

**Signature Clause**

**SIGNED AND DELIVERED BY THE**  
Reserve Bank of India 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

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

(2)  
Address

**Witnesses**

**THE COMMON SEAL OF**

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

(1)

(2)

Directors, who have signed these presents in

If the Contractor signs under its

token thereof in the presence of

common seal, the signature clause should tally with sealing clause in the Articles of Association.

(1)

(2)

SIGNED AND DELIVERED BY

The Contractor by the hand of  
Shri

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

---

And duly constituted attorney.



## RESERVE BANK OF INDIA

### Estate Department

**Bengaluru**

**Tender**

**For**

**“Sealant Coating of External Stone Façade, MOB”**

**Name of Tenderer:** \_\_\_\_\_

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

### **Schedule of Quantities/ Part - II (Price Bid)**

	<b>Activity</b>	<b>Date</b>
1	Date of availability of Tender in RBI Website and MSTC Portal	May 12, 2025; 12.00 PM onwards
2	Due date for submission of Tender	May 26, 2025; till 10:00 AM
3	Date of opening of Tender	May 26, 2025; till 11:00 AM

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Item no	Particulars of the work	Quantity	Unit	Rate (₹)	Amount (₹)
1	<p>Sealant Coating of Stone Facade:</p> <p>a)Surface Preparation:</p> <p>Prepare the surface thoroughly by cleaning, washing and removing dust, dirt, oil, grease and loose particles, existing coating if any etc. to get well prepared surface.</p> <p>Existing granite cladding to be visually inspected for conditions that may adversely affect adhesion. Polishing/Grinding of granite joints or uneven or stains is to be done by polishing pad starting from coarse and finishing with finer grit pads and keeping the surface wet with water. Rinse the surface thoroughly to remove any residue and let it dry completely.</p> <p>b) Providing and applying stone sealant of approved make on external facade of Main Office Building in 2 coats. The coating must be evenly applied on dry and clean surface. The coating must be spread evenly using a soft bristle brush, or a fluff free cloth. Use the right quantity as per manufacturer specification, that the granite can naturally absorb. Wipe off any surplus sealer remaining on the surface with dry cloth. Then repeat this treatment after 2.00hrs from the first application. Allow sealant to cure a minimum 48 hours (about 2 days). Application of each coat at a rate of 5.00 to 15.00 sqm./ltr/coat</p> <p>Note: The rate quoted should be inclusive of scaffolding (if required) ladder, cleaning material,etc proper finishing of the edges and projections, if any, making the damages done to walls in good shape. The entire work should be done in proper line level with good workmanship.</p> <p>Finished front elevation area will be measured for payment.</p>	1000	Sqm		
	<b>Sub Total (₹)</b>				
	Add CGST 9% (₹)				
	Add SGST 9% (₹)				
	<b>Total (₹)</b>				