



**Estate department
Reserve Bank of India
Bhubaneswar**

Construction of Temporary Parking shed at Baramunda Staff Quarters

RBI/Bhubaneswar/Estate/96/19-20/ET/224

ISSUED TO: _____

ADDRESS: _____

PH.NO. _____

Time of Date and Submission: - January 17, 2020 up to 2:00 PM

Date and Time of opening of Part I & Part II: - January 17, 2020 at 3:00 PM



RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BHUBANESWAR

Construction of Temporary Parking shed at Baramunda Staff Quarters

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RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BHUBANESWAR

Renovation of Class –III (6no) Flats at Bank's Staff Quarters at Baramunda, Bhubaneswar

S.No.	Activity	Tentative date
1.	Date of Web Advertisements and the Date of intimation for the publication of Tender notice in the next issue of India Trade Journal	December 10, 2019
2.	e - Tender no.	RBI/Bhubneswar/Estate/96/19-20/ET/224
3.	Mode of Tender	e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbi/)
4.	Date of NIT (along with complete tender) available to parties to download- Tender activation on portal- Tender 'Live' for all	December 10, 2019 10:00 AM onwards
5.	Date & time for start of Off-line Pre-bid meeting	January 07, 2020 at 11:00 AM
6.	Earnest Money Deposit	Rs. 19,657/-
7.	Tender Fees	Nil
8.	Transaction Fee Please note that the vendors will have the access to online e-tender only after payment of transaction fees online.	Rs 1000/- plus GST Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.
9.	Last date of submission of EMD in the Estate Department of RBI Bhubaneswar	January 17, 2020 UPTO 2:00 PM
10.	Start Bid date- Date of Starting of e- Tender for submission of online Techno- Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/rbi/	January 08, 2020 at 10:00 AM
11.	Close Bid date- Date of closing of online e – tender for submission of Techno- Commercial Bid & Price Bid	January 17, 2020 at 2:00 PM
12.	Part I Bid opening date	January 17, 2020 at 3:00 PM



भारतीय रिज़र्व बैंक
संपदा विभाग
भुवनेश्वर

NOTICE INVITING E-TENDER

Construction of Temporary Parking shed at RBI Staff Quarters Baramunda, Bhubaneswar

Reserve Bank of India, Bhubaneswar invites E-Tender from the vendors empanelled at its Bhubaneswar Office for the work "Construction of Temporary Parking shed at RBI Staff Quarters Baramunda, Bhubaneswar". The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All interested empanelled vendor must register themselves with MSTC Ltd through the above mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

E-Tender No.	RBI/Bhubaneswar/Estate/96/19-20/ET/224
Mode Of Tender	E-tender (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
Estimated Cost	Rs. 9,82,837.00 (Including GST)
Date of NIT (Notice Inviting Tender) available to parties for download at RBI website www.rbi.org.in	10:00 AM of December 10, 2019 onwards
Pre Bid Meeting	Offline at 11:00 AM on January 07, 2020 (Venue: Reserve Bank of India, 2nd Floor, Estate Department, Bhubaneswar)
(i) EMD to be deposited by successful bidder (ii) Tender Fees- (NIL)	Rs. 19,657.00
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid	10:00 AM of January 08, 2020
Date of closing of online e-tender for submission of techno-commercial bid & price bid	2:00 PM of January 17, 2020
Date of opening of Part-I (techno-commercial bid)	3:00 PM of January 17, 2020
Date of opening of Part-II (price bid)	3:00 PM of January 17, 2020
Transaction fee	Rs. 1000/- plus GST Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

(MK Mall)
Regional Director
December 10, 2019



भारतीय रिज़र्व बैंक
संपदा विभाग
भुवनेश्वर

ई-निविदा आमंत्रित करने का नोटिस

बरामुंडा स्थित आर बी आय कर्मचारी आवास में अस्थायी पार्किंग शेड का निर्माण

भारतीय रिज़र्व बैंक अपने भुवनेश्वर कार्यालय के बरामुंडा स्थित कर्मचारी आवास में अस्थायी पार्किंग शेड का निर्माण कार्य हेतु भुवनेश्वर कार्यालय के सूचीबद्ध ठेकेदारों से ई-निविदा आमंत्रित करता है। निविदा की प्रक्रिया एमएसटीसी लि. के ई-निविदा पोर्टल (<http://mstcecommerce.com/eprochome/rbi>) के माध्यम से पूरी की जाएगी। सभी इच्छुक सूचीबद्ध ठेकेदारों को निविदा प्रक्रिया में भाग लेने के लिए ऊपर उल्लिखित वेबसाइट के माध्यम से एमएसटीसी लि. के पास पंजीकरण करना होगा। ई-निविदा के लिए समय-सारणी निम्नानुसार है:

ई-निविदा सं-	भा./बैं.रि.भुवनेश्वर/संपदा/96/19-20/ ईटी /224
निविदा का माध्यम	ईप्रोक्योरमेंट प्रणाली- (www.mstcecommerce.com/eprochome/rbi) के माध्यम से ऑनलाइन भाग I -टेक्नोकमर्शियल बोली - और भागII -मूल्य बोली
अनुमनित लागत	रु 9,82,837.00 (Including GST)
पक्षकारों के लिए आरबीआई वेबसाइट www.rbi.org.in से एनआईटी डाउनलोड करने की तिथि	दि. 10.12.2019 को पुर्वाह्न 10:00 बजे से
बोली पूर्व -बैठक	ऑफलाइन 07.01.2020 को पुर्वाह्न 11.00 बजे। स्थल भारतीय रिज़र्व बैंक, 2री मंजिल, संपदा विभाग, भुवनेश्वर
(i) सफल पक्षकार द्वारा प्रस्तुत की जाने बयाना जमा राशि (ii) निविदा शुल्क (शून्य) -	रु 19,657.00
वेबसाइट http://mstcecommerce.com/eprochome/rbi पर ऑन लाइन टेक्नोकमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ईनिविदा शुरू होने की तिथि-	08.01.2020 को पुर्वाह्न 10:00 बजे से
टेक्नो - कर्मशियल बोली और मूल्य बोली प्रस्तुत करने के लिए- ऑनलाइन ई निविदा के बंद होने की तिथि	17.01.2020 को अपराह्न 2:00 बजे तक
भाग-I (अर्थात टेक्नोके खुलने की तिथि और समय (कर्मशियल बोली-	17.01.2020 को अपराह्न 3:00 बजे
मूल्य बोली-भाग:II के खुलने की तिथि	17.01.2020 को अपराह्न 3:00 बजे
लेनदेन शुल्क निविदा में भाग लेने के लिए -ई) (अप्रतिदेय) पेमेंट गेटवे के माध्यम से-एमएसटीसी ईनिविदाकर्ताओं द्वारा अलग से प्रस्तुत किया जाना है।	रु 1000/- + 18% जीएसटी की लेनदेन शुल्क राशि का भुगतान एमएसटीसी लिमिटेड को एमएसटीसी पेमेन्ट गेटवेआरटीजीएस के माध्यम से किया /एनईएफटी/ है। जाना

आवेदन करने के इच्छुक आवेदकों को प्रॉसेसिंग के दौरान अपेक्षित योग्यता के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा। यदि वे ऐसा करने में विफल होते हैं तो बैंक के पास उनकी बोली को अस्वीकार करने का अधिकार सुरक्षित है। बैंक सबसे कम बोली की निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण रूप से अथवा आंशिक रूप से स्वीकार करने का अधिकार उसके पास सुरक्षित है। बैंक के पास बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है।

(एम के मल्ल)

क्षेत्रीय निदेशक

10 दिसंबर 2019



RESERVE BANK OF INDIA
Estate Department
Bhubaneswar

Important instructions for E-procurement

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

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi

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

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

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

Contact person (RBI): Shri Narayan Chandra Panda,
 Assistant General Manager
 Email ID ncpanda@rbi.org.in
 Phone no: 0674-2396463

Contact person (MSTC Ltd): Shri T.D.M.V.S. Sai

Branch Manager, MSTC, Bhubaneswar
tsvtyesau@mstcindia.co.in Contact - 9441487624

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

B) System Requirement:

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

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

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

Other Settings:

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

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

2. The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprhome/rbi. Tenders will be opened electronically on specified date and time as given in the Tender.

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

4. Special Note towards Transaction fee:

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

Transaction fee is non-refundable.

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

NOTE

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

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

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

7. Bidding in e-tender :

a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Transaction fees is nonrefundable. No interest will be paid on EMD.

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website: www.mstcecommerce.com → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- l) RBI reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
8. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9. No deviation to the technical and commercial terms & conditions are allowed.
10. RBI, Bhubaneswar has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11. Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

Form of Tender

Date : / /

To,

Place :

Shri M K Mall
Regional Director
Reserve Bank of India
Estate department
Bhubaneswar

Dear Sir,

Sub: Construction of Temporary Parking shed at Baramunda Staff Quarters

Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having 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 in the said memorandum at the rates mentioned in the attached schedule of quantities (Part II) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Conditions of Tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

SI No.	Description of work	<u>Construction of Temporary Parking shed at Baramunda Staff Quarters</u>
A	Estimated cost (Rs.)	Rs 9,82,837/- (Including GST)
B	Earnest Money (Rs.)	Rs. 19,657/-to be deposited by successful bidder
C	Percentage, if any, to be deducted from bill	5%
D	Performance Bank Guarantee	Nil
E	Time allowed for completion of the works from tenth day after the date of written order to commence work	4 Months

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. **Successful Bidder / tenderer is advised to submit / deposit ₹ 19,637/- as Earnest Money** with the Reserve Bank of India, along with the tender which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

3. Our bankers are (full address)

(i)

(ii)

The names of partners of our firm are:

(i)

(ii)

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

Yours faithfully,

Signature of Contractor

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made theday of between the Reserve bank of India, BHUBANESWAR having its Central Office at, Mumbai-400001 (hereinafter called 'the Employer') of the one part and

.....
 (Hereinafter called "the Contractor") on the other part.

WHEREAS THE Employer is desirous of getting **Tender for Construction of Temporary Parking shed at Baramunda Staff Quarters** renovated and it's interiors done and has caused drawings and specifications describing the works to be done to be prepared by M/s Nesters Architects its architects.

AND WHEREAS the drawings numbered -----of latest revision inclusive, the specifications and the schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and 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 there in 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 the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and complete the work shown upon the said drawings and described in the said Specifications and the Schedule of Quantities.
2. The employer shall pay the contractor said Contract amount or such other sum as shall become payable, at the times and the manner specified in the said Conditions.
3. The term "Architect" in the said Conditions shall mean D.G.M (Tech) / GM (Tech) for the purpose of architectural planning and designing etc. of the buildings/structures to be constructed under this contract. In the event of their ceasing to be Architects for the work mentioned in this contract for whatever reason such other person or persons as shall be nominated by the Employer for that purpose will function as "Architects".
4. The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract (except for the scope of work as defined under clause 2 of General conditions of contract). For this purpose the term "Architect" in the said conditions regarding execution of work, quality of construction, quality of materials, progress and completion of the project etc. shall mean the Dy. General Manager (Tech) or General Manager (Tech) in charge of PMC (EZ) or any other person designated for the purpose by the Reserve Bank of India. As far as the operation of the provision under clause 43 of the contact viz. clause relating to settlement of disputes through arbitration, the term "Architect" shall be read as **General Manager/ Sr. Officer-in-Charge of Estate Department, Reserve Bank of India, Bhubaneswar.**

5. 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 the correspondence and perform the agreements on their part respectively in the said Conditions and the correspondence contained.
6. The term "Structural Consultant" refers to Dy. General Manager (Tech) or General Manager (Tech) in charge of PMC (EZ) or in the event of their ceasing to be the Consultants for this project, such other person or persons as may be appointed by the Architect with the approval of the Employer.
7. The plans, agreement and documents mentioned herein shall form the basis of this Contract. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer/ official.
8. This Contract is neither a fixed Lump Sum Contract nor a piece Work Contract but a contract to carry out the work in respect of the work "**Construction of Temporary Parking shed at Baramunda Staff Quarters**" to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
9. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
10. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **4 Months** subject nevertheless to the provisions for extension of time.
11. All payments by the Employer under this Contract will be made only at Bhubaneswar
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have jurisdiction to determine the same.
13. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
14. **Non-disclosure clause:** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

Prevention of Sexual Harassment at Workplace: The Contractor shall comply 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 and the Contractor shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

If the contractor is a partnership or an individual.

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

If the contractor is a company

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate 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 Witness

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

SIGNED AND DELIVERED by

In the presence of (1)

Address

(2)

Address Witness

THE COMMON SEAL OF

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

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

(1)

(2)

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

Directors who have signed these presents in token thereof in the presence of (1)

(2)

SIGNED AND DELIVERED BY the Contractor by the hand of Shri

_____and duly constituted attorney.

General Instructions to Tenderers

1. The tender in duplicate in two parts (Part I comprising of duly filled tender part I, technical details, literature etc. and part II comprising of duly filled price bid
II) should be addressed to Shri M K Mall, Regional Director Estate Department, Reserve Bank of India, Bhubaneswar and should be submitted in separate sealed covers super scribing **“Construction of Temporary Parking shed at Baramunda Staff Quarters ” -- Part-I** and **“Construction of Temporary Parking shed at Baramunda Staff Quarters ” – Part-II**
2. No tender will be received after **January 17, 2019 2:00 PM** under any circumstances whatsoever.
3. The Part I of the tender will be opened on **January 17, 2019 at 3:00 PM** at his office by Shri M K Mall, Regional Director Estate Department, Reserve Bank of India, Bhubaneswar or any other designated for this purpose by him in presence of the tenderers or their authorized representatives, should they choose to be present. In case no deviations are given by any of the tenderers in the part – I of the tender, the Part-II of the tender will be opened subsequently.
4. Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the Part- II of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

Preparation of the tender:

5. The tender form must be filled in Hindi/English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
6. Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
7. Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not signed will be rejected.
8. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.

Right of the Employer:

9. 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.

Earnest Money Deposit (EMD):

10. Successful bidder shall pay as Earnest Money Deposit a sum of ₹ 19,657/- either by a demand draft issued by a Scheduled Bank in favour of Reserve Bank of India, Bhubaneswar or by a Bank Guarantee issued by a Scheduled Bank in the approved format or by NEFT. Work order will be issued to the successful bidder on submission of EMD. The earnest Money will be refunded to the unsuccessful bidder on award of contract to the L1 bidder but without any interest.

11. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.

12. The Earnest Money Deposit of ₹ 19,657/- paid by the successful tenderer shall be refunded after virtual completion of work. No interest shall be paid on the said deposit. The EMD shall be forfeited in case the contractor fails to commence the work awarded to her/him within prescribed limit.

13. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft articles of agreement. Further, 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.

14. Performance Bank Guarantee (PBG) / Security Deposit (SD): (Not Applicable)

14(a) Upon receipt of intimation from the Bank/Employer of the acceptance of his/their tender, the successful tenderer shall have to deposit a PBG equivalent to **5 % of** the total tendered amount within ten (10) working days of the date of issue of the said intimation by the Bank, failing which the successful tenderer agrees that the EMD shall be forfeited by him to the Bank. The PBG, submitted in the prescribed format, will initially remain valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. This PBG will be revalidated from time to time so as to ensure that it remains valid and in full force till the date of virtual completion of the work. The PBG will be revoked / en-cashed and forfeited to the Bank if the successful tenderer fails to satisfactorily perform the contract.

14(b) In addition to the PBG under Clause 15(a), as further security for the due fulfilment of the contract by the Contractor, 5% of the value of the work done will be deducted by the Employer from each payment to be made to the Contractor towards Retention Money. This total amount (PBG + Retention Money) will be termed as Security Deposit. On completion of the works, the contractor would be paid the PBG and the Employer will release the remaining Security Deposit after rectification of the defects pointed out during the Defects Liability Period of twelve months from the date of completion of work. The amounts retained by the Employer shall not bear any interest.

15. Return of PBG (Not Applicable) / Refund of SD (Applicable):

15(a) The PBG shall be returned to the contractor after satisfactory completion of entire work and after issue of virtual completion certificate by the competent authority.

15(b) The Security Deposit shall be refunded to the contractor without any interest in due course i.e. on successful completion of the DLP and satisfactory rectification of all the defects developed and pointed out to the contractor during the said DLP.

15(c) All compensation or other sums of money payable by the Contractor to the Employer under the terms and conditions of this Contract may be deducted from his PBG if the amount so permits

and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good by a demand draft of value equal to the amount so deducted.

15(d) In case if the Contractor so requests, the Security Deposit may be held in the form of a Bank Guarantee of an approved Scheduled Bank in the Performa to be approved by the Employer until all the defects pointed out during the Defects Liability Period of 12 months are rectified to the satisfaction of the Employer/Architect.

Assignment / Sub-letting the contract:

16. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer.

17. The Contractor shall carry out all the work strictly in accordance with drawings, details 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.

18. Schedule of Probable Quantities and Quoted Rates:

18(a) A schedule of probable quantities in respect of each work and Specifications accompany these special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Architect / Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender. Not only shall the aggregate value of the entire tender be reasonable, workable and self-supporting but also the quoted rates for each and every item of work shall be reasonable, workable and self-supporting in order to cope up with the aforesaid alterations etc. to the schedule of probable quantities.

18(b) The rates quoted in the tender shall include all costs of insurance premiums to be paid in respect of CAR policy, workmen compensation, and third party liabilities. The rates quoted in the tender shall also include all costs of obtaining labour licenses, police verifications for the workmen and supervisors who may be required to work inside the security area of the Bank's office building, obtaining bank guarantees, contractor's profit and overheads, making necessary arrangements to prevent dust, noise propagation to adjacent areas, cleaning of dust accumulated on extant furniture on day to day basis, removal of construction debris/ deconstruction malba from the site of work and depositing the same in the garbage enclosure, provided for the purpose in Bank's premises, on day to day basis, removal of debris/malba from the garbage enclosure for disposal outside the Bank's premises on weekly basis or as and when the garbage enclosure becomes full, whichever is early, implementation of safety code, water and power required for carrying out the work, etc.

18(c) The rates quoted in the tender shall include all costs of clearing of site of work before commencement as well as after completion, hire charges for temporary barricading for cordoning off the site of work from the office area, double scaffolding, staging, plant and equipment, erection and removal of temporary material storage sheds, protection of the public and safety of adjacent vaults, pavements, walls, buildings and all other erections, matters or things, and the Contractor shall bring down and remove any or all such scaffolding, staging, planking, timbering, strutting, shoring, etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Architects / Employer. 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. Tenderer must include in their rates

GST and any other tax and duty or other levy levied by the Central Government or any state Government or Local Authority if applicable. No separate claim/s in respect of GST or other tax, duty or levy whether existing or future shall be entertained by the Bank/Employer.

18(d) The contractor should note that unless otherwise stated, the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in Schedule of Quantities approximately indicate the total extent of work, but may vary to any extent and may even be omitted thus altering the aggregate value of contract. However, during actual execution of work if the quantities exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Architects of the project and with the concurrence of the employer, in excess of 25% of tender quantity shall be considered as an extra item of work for which contractor shall submit fresh rates supported by rate analysis worked on actual cost basis plus 15 % towards establishment charges, contractors 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 employer, the contractor shall not be entitled to any claim on this account.

18(e) 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 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.

19. Completion Period and Extension of Time:

19(a) 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 10th day after written order to commence the work, is issued. The said 10th day will be the scheduled date of commencement of the work.

19 (b) 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 the relevant clause of the General Conditions of Contract. The successful tenderer shall, before commencing work, prepare a detailed work programme which shall be approved by the Engineer / Employer.

19 (c) The contractor may note that majority of the works shall be carried out during office hours & without affecting the day to day functioning of office. Hence, the works may need to be carried out by the contractor beyond office hours and on holidays including Sundays for which no additional claim over the quoted rates shall be entertained.

19 (d) The work shall throughout the stipulated period of the contract be proceeded with all due diligence and completed on the scheduled date of completion i.e. the date on which the time-period allowed for carrying out and completing the work as mentioned in the memorandum hereinbefore expires after scheduled date of commencement.

19 (e) The contractor shall keep a record of hindrances to the progress of work and get the same authenticated on day to day basis by the Site Engineer. Extension in completion time shall be granted for the delays due to genuine hindrances attributable to the Architect / Employer / Force Majeure conditions, if any.

19 (f) If the contractor fails to complete the work on the original / extended scheduled date of completion as above in (e), he shall be liable to pay the liquidated damages to the Employer.

20. 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 own liability for any sum besides the tender amount, subject to such variations as are provided for herein.

21. 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 Architect with the prior consent in writing of the Employer.

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

23. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements of the Structural Consultant and no deviation on any account will be permitted.

24. The successful tenderer shall make his own arrangement to obtain all materials required for the work. The successful tenderer shall prepare a board of samples of materials proposed to be used on works to be carried out under this contract and obtain the approval of the Architect before placing order for supply thereof in bulk. No material shall be used without the prior approval of the Architect. All those materials which are brought to site but are rejected by the Architect, shall be removed from the site forthwith by the contractor peacefully /without any arguments.

25. The successful tenderer shall have to use materials of the makes / manufacturers specified in the list of materials of approved brand and / or manufacturer contained in this tender form. Wherever items are not indicated in the list, ISI make material or make as approved by the Architect/ Employer will be used. I.S. Code numbers wherever mentioned in the tender shall be the latest revision of I.S. codes as on the date of opening of the tender.

26. Water and Power Supply:

26(a) All water and electricity required for the work shall be provided to the successful tenderer by the Employer free of cost but only at one point each of the water and electricity supply sources, provided that the works do not consume water and power extensively. Otherwise, the contractor shall arrange for sub-metering of such supplies and make payment to the Employer as per actual consumption based on CESU rates, as may be applicable from time to time.

26(b) for water and electricity, the contractors shall be allowed to take connections from the existing water and electricity supply source at one point only. Taking connections and making arrangements for water and power supply to reach the required place/s at site of work, at his costs, shall be the responsibility of the contractor.

26(c) If no such facility is available at the site of work and if available and found inadequate, it shall be the responsibility of the contractor to make his own arrangement for obtaining water and power at his cost.

Safety Code:

27. The contractor shall strictly comply with the provision of safety code annexed hereto.

28. Completion Time Period:

28(a) Time allowed for completion of the work is 4 Months which shall be strictly observed by the tenderer. The time shall be reckoned from the tenth (10th) day of written order to commence the work is issued.

28(b) The successful tenderer shall be required to submit the detailed work program and the same shall be got approved from the Architect / Employer before commencing the work and accordingly progress shall be monitored by the Architect / Employer.

28(c) the work shall be carried out throughout the stipulated period of the contract with all due diligence.

Liquidated Damages:

29. If the Contractor fails to complete the work within the specified completion period he shall be liable to pay the Liquidated Damages at the rate of ₹ 351/- per day subject to a maximum of 10% of the accepted contract amount.

30. Basic Prices:

30(a) Wherever the basic prices for the material is specified, the contractor should furnish to the Architect / Employer for verifications all the tax paid bills. The purchase rate shall be got approved from the Architect/Bank's Engineers before purchasing such materials. The adjustment in price of the materials shall be made only on measured quantity with only up to 5% allowance for wastage. Contractor's overheads and profits shall not be considered on the cost difference.

30(b) The basic prices are ex-godown and are inclusive of GST and all other duties levied by Government or any public body (Ex-godown referred to here will be the dealers godown). The rate quoted for the respective item shall include transportation to the site, storing, handling etc.

31. The Security deposit of the successful tenderer will be forfeited if he fails to comply with any of the contract provisions.

32. Tenderer to inform himself fully:

32(a) The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making this tender and for entering into a contract and must examine the drawings 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 matter appertaining thereto.

32(b) The tenderer shall be deemed to have carefully examined the work and site conditions including the labor, general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work and have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the department but without any guarantee about its accuracy.

32(c) If the tenderer shall have any doubts as to meaning of any portion of the general conditions, or the special conditions, or the scope of work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth, the particulars thereof and submit them to the Employer in writing in order that such doubts may be clarified

authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to the tender conditions in the absence of such authentic pre- clarification.

33. The successful tenderer should make his own arrangements to procure all materials required for the work.

34. 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 this tender form.

35. The successful tenderer shall be required to submit Bar chart for the various activities involved in this work including dependencies etc. and regularly monitor the progress of work accordingly.

36. Errors, Omission and Descriptions

36(a) In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specification etc. the following order of preferences shall apply.

(i) Between actual scaled and written dimension (or description) on a drawing the later shall be adopted.

(ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the later shall be taken as correct.

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

36(b) In case of difference between the rates written 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.

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

36(d) In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the Assistant General Manager (Tech)/ AM(Tech), Estate Department, Reserve Bank of India, Bhubaneswar whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

37. Neat & Clean Site

After completion of the work contractor shall leave the premises in neat, clean and tidy conditions as directed by the Employer. If the contract is terminated prematurely for any reason what so ever, the contractor shall peacefully hand over everything back to the Employer and leave the premises in neat, clean and tidy conditions as directed by the Employer. The final dues of the contractors will be settled only after removal of all the debris from the site. In case of failure on the part of contractor to do so, the Employer will get it done at the risk and cost of the Contractor.

38. Prevention of Sexual Harassment of women at work places

38(a) The Contractor 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 to the complaint.

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

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

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

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

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

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

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

40. **Labour Laws:**

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

40(b) The offices of the Regional Labour Commissioner (Central), Bhubaneswar will have the jurisdiction over the implementation of the labour laws under this contract

Interest on delay Payment

41. Simple interest on delay payment will be made by the Employer @ 3 % per annum. The period of delay will be counted for each and every bill after the normal period of honoring from the date of the related certificate/s as stipulated in the Appendix referred to hereinbefore. The amount

to be considered for calculation of simple interest will be the actual dues payable to the contractor against the related bill/s.

I /we hereby declare that I / we have read and understood the above instructions, terms and conditions, etc. provided for guidance of tenderers and have accordingly quoted my/our rates.

Witness

Signature of bidder / Tenderer

Date

Date

Special Instructions to the Bidders

1. The workmen will not be allowed to stay within the premises during night.
2. The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labour will have to comply with the security regulations of the Bank.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
5. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position. It will be ensured by the contractor that the entire work site is properly illuminated at all time when the work is in progress.
6. The intending bidder can obtain any clarifications regarding the tender drawings, specifications etc. if any from the office of the Regional Director, Reserve Bank of India, Estate Department, and Bhubaneswar on any Bank's working day.
7. The entire materials for the work shall be brought to the working area through the available passage only during specified time of working hours, as per instructions of Bank's Engineer.
8. The bidder may please note that the work has to be carried out in an occupied building during normal working hours/restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly.
9. The Bidder may please note that, the work has to be carried out during the day time or as per the Bank's instructions. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the occupants of the colony and also day to day cleaning has to be done by the contractor. The staircase and passages used by the labourers shall be cleaned properly, as per the entire satisfaction of Bank's Engineer.
10. Neat housekeeping at all times is the responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as per the instructions of the Bank's Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules/ regulations in this regard.
11. Some other works, such as electrical, structural repairs etc., have been organized by the Bank through separate agencies if necessary. The contractor shall coordinate his work with all other agencies deployed by the Bank at site so that no hindrances are presented to the planned work of any other agency.

12. The successful bidder should prepare the layout of the work and any other working drawings related to the said Work, if required, on a 1:4 scale and should get it approved from the Bank's Engineer before commencement of work.

13. Care shall be taken while executing the said job. If anything is damaged, the same shall be rectified at no extra cost.

14. Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Banks verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of GST and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.

15. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.

16. The Bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the bidder.

17. The bidder should note that the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc, shall be final and binding on the contractor.

18. The successful contractor shall make sure that they protect their materials during and after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.

19. The successful bidders shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting, double scaffolding etc.

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

21. The scope of work covers the "**Construction of Temporary Parking shed at Baramunda Staff Quarters .**" The contractor will, therefore, be required to plan and organize man power and resources in a manner that the entire work are completed within the stipulated period.

22. The work may have to be carried out in phases (if required as per the site conditions) without disturbing the residents of the colony. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost.

23. The contractor shall depute a qualified and experienced supervisor at all times during execution of the work. No work shall be carried out at site in unsupervised manner.

24. The contractor shall submit the names and personal details of site in-charge/ supervisor and his authorized representative along with their role, responsibilities and authority (with regard to supervision, quality control, documentation, measurements, signing measurement book, correspondence, receiving instructions from bank etc.) within 14 days from the date of issue of work order in the approved format.

25. All the bidders shall submit a detailed bar chart indicating the details of various major activities involved in the work and their expected completion period, specifying the parallel and sequential activities, starting from the scheduled commencement of work so as to complete the entire work within the tender specified period along with the Part-I of the tender. The bidders shall also indicate the approximate deployment of man power/ labour, as planned by them for the above purpose, commensurate with the planned schedule. After award of work, the contractor shall be required to carry out micro planning and the detailed schedule/ Bar Chart shall be submitted within 14 days from the date of issue of work order for proper planning, monitoring and review of progress of work.

26. The progress of work shall be reviewed by the Bank on a monthly basis. The meeting may be held at site or in Bank's Main Office Premises. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge. For this purpose, the contractor shall prepare and submit a progress report indicating following:

- a) Progress for the previous month and the planning for the next month along with a few photographs of work in progress and materials received during the month and expected to be received during next month.
- b) The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Bank.
- c) Procurement schedule for long lead items
- d) Variations / extra item statement

27. The contractor shall maintain following registers/ documents/details at site and keep them updated on a regular basis. These registers/ documents after completion of work shall be handed over to the Bank:

- a) Hindrance register in the Bank's approved format
- b) Site instruction book (in duplicate)
- c) Certified true copy of the contract
- d) Material receipt register along with copies of delivery challans
- e) Copies of all bills for which Basic rate is specified in the tender
- f) Labour daily attendance register
- g) Approved detailed schedule/ Bar chart and approved modifications of the same, If any.
- h) Signed Minutes of monthly progress review meetings
- i) Register for extra items/ variation/ deviation items
- j) Material test register along with copies of test reports/ certificates received from the manufacturer/ laboratory

28. Terms of payment :

Payment shall be made based on the progress of work and on completed items of work on actual measurement. The minimum value of R.A bill shall be **Rs. 4 lakh** (Rupees Four lakh only). The contractors will be paid an advance of 75% of the cost of imperishable materials brought to site for consumption in the works. The assessment of the cost of the materials to be considered for advance shall be derived either from the actual cost of materials based on purchase vouchers or deduced from the quoted rate after deducting for labour, taxes, overhead and profit. The lesser of the two shall be considered for advance. Perishable items like cement, glass, paint, adhesive etc. will not be entitled for advance against materials at site. The contractor shall give an undertaking on stamp paper for the advance as per Bank's proforma. 5% Retention Money shall be deducted from each payment

29. The contractor shall use only approved brands of first quality materials as given in the Annexure. In absence of any such choice indicated by the bidder in the Part – I, the contractor will be required to use the material as per Bank's instructions.

30. The contractor will have to arrange the services of authorized technical official of the manufacturer whose materials have been selected / approved by the Bank for the project work (at least three visits from each manufacturer, staggered over the duration of the project) who will inspect the materials supplied/ available at site and the method of its uses/ application and will be required to submit a report on the manufacturer's letterhead, under official seal, indicating the genuineness or otherwise of the material and whether the materials are being used as per the Manufacturer's Specifications and specified consumption standards.

31. The successful bidder shall make necessary arrangement to protect the glazing, vehicles, occupants etc. by barricading/ covering the work area suitably with plyboards/construction net etc. The successful bidder shall also be required to provide proper danger/ caution notice boards at conspicuous places.

32. The bidders shall quote their rates taking in to account all the above instructions and conditions of the contract.

NAME AND ADDRESS OF THE CONTRACTOR: SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
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 double scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30cm. When the ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meters.
6. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
7. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
8. (i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
9. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
10. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect conditions.
11. The ropes used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from defects.
12. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
13. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
14. Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
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.
16. 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.

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

18. The excavated material shall not be placed within 1.5 meters of the edge of trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting

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

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

(i) No paint containing lead or lead products shall be used except in the form of paste of ready-made paint.

(ii) The workers should supply suitable facemasks for use when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

21. Overalls (Protective clothing) shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

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

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

Name & Address of the Firm / Contractor :.....

Signature of Contractor :.....

Date :.....

Place.....

General Conditions of the Contract The Conditions Hereinbefore referred to

Interpretation of Clause

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

- (a) **Employer** Shall mean The Reserve Bank of India, Bhubaneswar and shall include its assignees and successors
- (b) **Contractor**
 In the case of a Contractor shall mean _____
- Partnership firm _____ and
 _____ trading as partners in the name
 And style of _____
 And having a place of business at _____ and
 Shall include the partners for the time being of the said firm
 And the legal representatives of deceased partner
- In the case of a Contractor shall mean _____
- Individual _____ and
 shall include his heirs, successors and legal representatives
- In the case of a Contractor shall mean _____
- Company _____ a company
 Incorporated under _____ and having its
 Registered office at _____
 and shall include its successors and assignees

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

(d) **This Contract** Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specification attached hereto and duly signed.

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

(f) **Act of Insolvency** Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.

(g) **Net Prices** If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage

or proportion of the sum so added or deducted by the contractor the total amount of 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 accounts shall be held to mean rates or prices so arrived at.

(h) **Works** Shall mean “**Construction of Temporary Parking shed at Baramunda Staff Quarters.**” as provided herein.

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

Scope of contract

2. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written

instructions, detailed directions and explanations which are hereafter collectively referred to as “Bank’s Instructions” in regard to :

2a The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

2b Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or specification.

2c The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefore.

2d The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications.

2e The dismissal from the works of any persons employed thereupon.

2f The opening up for inspection of any work covered up.

2g The amending and making good of any defects under clause 30 thereof.

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

For the purpose of entering day to day instructions by the employer, the contractor shall maintain at his own cost, a “Site instruction Book” in triplicate in which the instructions shall be entered by the employer and to be maintained by engineer-in-charge of the contractor. Instructions to the contractor shall be issued through Bank’s engineer / engineer-in-charge.

Scope of contract includes, but is not limited to, the following:

3. (a) The co-ordination, scheduling and management of work of component suppliers and sub-contractors.

(b) Provide materials as specified in the technical specifications.

© Assembly, installation and commissioning of all items as specified and handing over the completed kitchen in clean condition to the Employer.

Contractor's Duties :

4. Contractor's duties include the following;

- (a) Provide and pay for labour, materials and equipment, tools and other facilities and services necessary for the proper execution and completion of the specified works.
- (b) Secure and pay for required permits statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- (c) Give required notices.
- (d) Promptly submit written notice to the Employer of observed variance of the Specifications from legal requirements.
- (e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task Variations to be approved by Employer.

5. The Contractor shall submit a statement of variations giving a 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. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

Work Sequence :

6. The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the contractor agrees that they have reviewed the project specifications and drawing, toured the jobsite and will complete all work in accordance with the overall time period as per the approved schedule. The scheduled time frame starts after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed project schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

Contractor's use of Estate :

7. The site of the work is an occupied building. Contractor's use of Estate shall be subject to the following;

- (a) Confine operations at the site to areas permitted by law, ordinances, permits, specification, and Employer's specific instructions.
- (b) Do not unreasonably encumber the site with materials or equipment.
- (c) Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- (d) Move stored products which interfere with operations of building or the operations of other trades.
- (e) Obtain and pay for use of additional storage or work area needed for operations.

Contractor to provide everything necessary at his cost

8. The contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawing, schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein

provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

No disruption to normal building functions:

9. This project is to be executed in an occupied office building. It is essential that the Contractor gives special attention and priority to all matters concerning safety protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

10. If the contract includes works, which will be disruptive during normal business operations or would be dangerous to building occupants, said works shall be performed during hours as the Employer dictates. The Contractor shall perform such work during Employer dictated hours and shall include all cost in its tender.

11. The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

Protection of Work and Property;

12. The Contractor shall take due care for protection of the work and Employer's property.

Variations to be approved by Employer

13. Notwithstanding anything herein contained, the Employer or his representative shall not, without the prior concurrence in writing of the Employer, issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum greater than Rs.2500/- and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. The Contractor shall submit through the Bank's Engineer 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. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

Drawings and Schedule of Quantities and Agreement

14. The Contract shall be executed in triplicate and the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof shall be furnished by the Bank free of cost one copy of each of the said drawings and of the specification and one copy of all further drawings issued during the progress of the works. Any further copies of such drawings required by the contractor shall be paid for by him. The Contractor shall keep one copy of all drawings on the works and the Bank's Engineer or his representative shall at all reasonable time 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.

Authorities, notices and patents

15. The Contractor shall confirm to the provision of any Act of the Legislature relating to the work, 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 Drawing or Specifications that may be necessitated by so conforming give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 13 thereof.

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

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.

Setting out of works

16. 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. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank.

Materials and workmanship to conform to descriptions

17. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with 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 any test of any

materials which the Employer may require.

Contractor's superintendence and representative on the works

18. The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer 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 Supervisor who shall be constantly in attendance at the works while the men are at work. Necessary site Registers viz. Material receipt/consumption register/Hindrance Register/Labour Register etc. shall be strictly maintained by him on daily basis and get duly authenticated from Bank's Engineer. Any directions, explanations, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor for which, (after award of work) the firm should issue authority letter to the Bank in favour of said Supervisor for authorizing him to take up above mentioned activities.

Dismissal of workmen

19. The Contractor shall on 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 Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Employer

Access to works

20. The Employer, and their respective representative 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 except the representatives of public authorities shall be allowed on the works at any time.

Junior Engineer/Assistant Manager (Tech)/ Manager (Tech)/ Assistant General Manager(ED)

21. The term "Junior Engineer / Assistant Manager(Tech)/Manager(Tech)/Assistant General Manager(ED) shall mean the person appointed and paid by the Employer and acting under the orders of the Employer to inspect the works. The Contractor shall afford the Junior Engineer/ Assistant Manager(Tech)/ Manager(Tech)/ Assistant General Manager(ED) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Assistant Manager/Manager/ Deputy General Manager have power to set out works or to revoke, alter enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/Manager(Tech)/ Assistant General Manager(ED) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Bank obtained. The work will from time to time be examined by the Bank, the Assistant manager(Tech)/Manager(Tech)/ Assistant General Manager(ED) 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 limitation of this clause, the Contractor shall take instructions only from the Bank.

Assignment and sub-letting

22. The whole of the works included in the contract shall be executed by the Contractor and the contract shall not be shared/ sublet to any other person without prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

Alterations, additions, omissions etc.

23. No alterations, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof under his hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulation, specification or contract drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer with the prior approval in writing of the Employer in accordance with the provisions of Clause 13 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be.

Schedule of Quantities

24. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of Rates.

Sufficiency of Schedule of Quantities

25. 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 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.

Measurement of Works

26. The Bank's Engineer may from time to time intimate to the Contractor and the Employer that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Agent to assist the Junior Engineer /Assistant Manager (Tech)/ Manager (Tech)/

Assistant General Manager (ED) 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 measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

All authorized extra works, omissions and all variations made without the Employer's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

Prices for extras etc. ascertainment of work

27. The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from or vary the works shown upon the drawings or described in the 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.

No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause 5 hereof or by the authority of the Bank's Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

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

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

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

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

28. e) It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the Contractors shall submit rates supported by rate analysis worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.

28(f) The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix or if not stated then within 3 months of the completion of the Contract works as defined in Clause 21 thereof.

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

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

Removal of improper work

29. The Bank's Engineer shall, during the progress of 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 or instructions of the Bank's Engineer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials and workmanship not in accordance with the drawings and specifications or instructions, and the Contractor shall forthwith

carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due to the Contractor.

Defects after virtual completion

30. Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable times as shall be specified therein, be amended and made good by the Contractor, at his own 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 or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or 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 Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 15 thereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer as provided in Clause 32 and 33 thereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Bank's Engineer.

Certificate of Virtual Completion and Defects Liability Period

31. The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such certificate.

Nominated Sub-Contractors

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

No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into a Contract provided :

(a) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

(b) 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.

(c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Bank's Engineer's Certificate provided that before any certificate is issued the Contractor shall upon request furnish to the Bank's Engineer proof that all nominated Sub- Contractor's accounts included in previous Certificates have been duly discharged, the default whereof the Employer may pay the same upon a Certificate of the Bank's Engineer and

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

Other persons employed by Employer

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

Insurance in respect of damages to persons and property

34. The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. The liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all 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 buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind 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 of compensation or damages consequent upon such claim. The contractor shall, at his own expense, effect and maintain with effect from the date of commencement till issue of the completion certificate under this contract, with an approved insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works. The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with

the Employer before commencement of the work. The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract. In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, 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 damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer 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 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 site unless said insurance policies are submitted. In the event of failure of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

Date of commencement and completion

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

Damage for non-completion

36. If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 20 (under general instruction to tenderers) and 37 hereof and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

Delay and Extension of Time

37. If in the opinion of the Bank's Engineer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own fault or (d) by the works or delays of other

Contractors of Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's Engineer's instruction as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Employer, make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lock-out, the Contractor shall immediately give written notice thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work. Stoppage of work due to normal monsoon cannot be considered as hindrances.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorized extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.

Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the Contractor has applied or not, for the grant of extension of time for completion unless the Employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the Contractor to claim any revision of rates or any extra compensation for any reason.

Failure by Contractor to comply with the Bank's Engineer's Instructions

38. If the Contractor after receipt of written notice from the Bank's Engineer requiring compliance within ten days fails to comply with such further drawings and/or Bank's Engineer'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 on the Certificate of the Bank's Engineer as a debit or may be deducted by him from any money due to the Contractor.

Termination of Contract by the Employer

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

OR if the Contractor (when an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

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

OR shall assign or sublet this Contract without the consent in writing of the Employer first hand 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 clarify in writing to the Employer that the Contractor.

i) Has abandoned the Contract or

(i) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Employer notice to proceed or.

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

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

(iv) Has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this contract to be observed and performed by the Contractor for seven days after written 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, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all

plants, 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 works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt of 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 (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

Termination of Contract by Contractor

40. If the payment of the amount payable by the Employer under Certificate of the 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 Bank's Engineer or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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

Certificate of payments

41. The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Employer's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in 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 Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Employer's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2, 28 and 29 nor relieve

the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within 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 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 Employer 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.

42 (a) 75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Bank's Site Engineer, pending test checking of work and measurement checking of detailed arithmetical accuracy and certification by Engineers.

42(b) The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

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

42 (d) No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

42 (e) Payments upon the engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificates".

42 (f) Any amounts payable by the Employer to the Contractor in pursuance of any certificates given by the Engineer hereunder shall, if not paid, within the "Period of honouring certificates' named in the Appendix carry interest at the rate named in the Appendix as the "rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

Matter to be finally determined by the Employer

42. The decision, opinion, direction, certificate of payment with respect to all or any of the matters under Clause 2, 4, 6, 7, 12, 16, 17, 19, 20, 21, 27 (a,b,c,d,f) 28 hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction. Certificate of valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 43 hereof in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

Settlement of disputes by arbitration

43. 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 Clause 33 hereof. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single

arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

The venue of arbitration shall be Bhubaneswar, Odisha, India.

Right of Technical Scrutiny of Final Bill

44. 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 examination or otherwise any sum is found to have been overpaid or over-certified it shall be lawful for the Employer to recover the sum from any payment due to the Contractor for this work or any other work or works being carried out by Contractors elsewhere under the RESERVE BANK OF INDIA.

Employer entitled to recover compensations paid to workman

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

Abandonment of works

46. 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 work to be carried out, the Employer 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.

Return of surplus materials

47. Notwithstanding anything to the contrary contained in any or all the clause of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders 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 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's Engineer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of GST and other such levies paid by 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 by reason of such breach.

Right of Employer to terminate contract in the event of death of contractor if individual

48. 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 termination of the contract without incurring any liability for such termination.

Accident Reports

49. In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

Marginal Notes

50. The notes in the box and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

Compliance to all the statutory Acts

51. The contractor shall comply to the provisions of Labour laws and all other relevant statutory acts (minimum wages act etc.)

Project Team

52. The contractor shall provide the required project team at site for managing various aspects of the project. The details of the Project Team, as required under special instructions to the bidders, shall be provided by the contractor if required or as per Bank's Instructions.

Progress Of Work

53. The contractor shall provide the project schedule, as required under Special instructions to the bidders.

Upon award of work, the Contractor shall reconfirm, in writing, the starting and completion schedule including material delivery dates based upon the information submitted in his tender form along with detailed Project schedule/ Bar chart (including details of all the important activities involved), as specified in the Special instructions to the bidders.

The Contractor shall submit, in writing, progress reports as specifically described in the Special Instructions to the Bidders and shall attend the progress review meetings as and when convened by the Employer.

Project Documentation

54. The contractor shall be required to maintain all the relevant documents, details, registers etc. as specifically mentioned in the Special instructions to the bidders at site and shall hand them over to the Employer after completion of the work.

NAME AND ADDRESS OF THE CONTRACTOR
SIGNATURE & SEAL OF THE CONTRACTOR:

Date:

Place:

Appendix Hereinbefore Referred To

Reference to clauses in Conditions Hereinbefore Referred To

1	Defects Liability Period	12 Months from the date of virtual completion certificate referred to in clause 31 of section “ Conditions Hereinafter Referred To”
2	Period of Final Measurement	3 months from the date of virtual completion
3	Date of commencement	10th day from the date of issue of work order
4	Date of Completion	Date of virtual completion certificate.
5	Date of Period	4 Months from the 10th day of issuing work order
6	Rate of liquidated damages	Rs. 351/- per day of delay subject to maximum of 10% of the contract value, in terms of clause 36 of the General conditions of Contract
7	Value of works for interim certificates	Rs. 2.0 lakh
8	Retention percentage	5% from Each bills
9	Security Deposit	(EMD + Total Retention money Deposit)
10	Part of Security Deposit to be refunded after virtual completion	Amount equal to EMD/ Bank Guarantee
11	Return of Performance Bank Guarantee	Not applicable
12	Part of Security Deposit to be refunded after defect liability period	Amount equal to Retention Money
13	Period of honouring certificates of payment	1 month for RA bills and 3 months for final bill from the date of receipt of complete bill along with supporting documents.
14	Interest for delayed payment	3% per annum

NAME AND ADDRESS OF THE CONTRACTOR

SIGNATURE & SEAL OF THE CONTRACTOR:

Date:

Place:

SPECIAL INSTRUCTIONS

Tenderer may specially note the following:-

1. The work involved in this contract is for the works in the designated place and hence work is required to be carried out in a restricted place and no extra claim on this account shall be entertained by the Employer/Bank.
2. The work shall be carried out by the Contractor by taking all necessary precautions to avoid inconvenience to the occupants in the premises and the people working therein.
3. The Contractor shall obtain working passes for the laborers to be employed for the work. Working passes with Identity Card with Photos to be obtained. The Contractor has to obtain the Police Verification done to his work men employed in this work.

No debris shall be stored or stacked in any area other than the area designated by the Architect/Bank in the compound area of premises. The contractors shall keep the premises clear during the progress of work and ensure to remove the debris / unwanted and or unserviceable materials created in the process of work on a day to day basis, and debris shall be taken out from premises on regular basis but in no case debris will be allowed to remain within Bank for more than a week. Any debris etc. shall, in no case, be kept on Municipal footpath. In case of failure to do so, the contractors will be fully responsible for paying all the fines, if any, imposed by the Municipality or Court including

4. No movement of materials including debris into and out of the premises shall be permitted without the requisite formalities. Contractor will keep the Bank advised about the movement of materials/debris.
6. No worker of the contractor other than security staff will be allowed to stay at site.
7. The rates quoted shall be valid for working at all levels, heights. No extra payment shall be made for scaffolding, staging, ladders etc. for transportation of laborers and materials at higher or lower levels.
8. The rates quoted should also include cost of covering all the furniture, computers and its peripherals, etc. in the work area with PVC sheet and cleaning and dusting the entire area and furniture before opening of office on next day.

Place –

Date-

Contractor's Signature and address

Technical Specifications

The scope of work covers execution and completion of work of “**Construction of Temporary Parking shed at Baramunda Staff Quarters**” for the Reserve Bank of India in accordance with specifications prepared by the Bank’s Engineer and to the satisfaction of the Bank’s Engineer.

Contract

The form of contract shall be according to the Conditions of Contract”. The following clauses shall be considered as an extension and not in limitations of obligation of the contractor.

Dimensions

Figured dimension are in all cases to be accepted in preference to scales sizes. Large scale details take precedence over small scale drawings. In case of discrepancy the Contractor is to ask for clarification before proceeding with the work.

Contractor to include in his rates

The contractor shall include in his rates for all the items listed in this section.

Contractor to Inspect Site

The contractor shall visit and examine the site and satisfy himself as to the nature of the existing roads or other means of communications, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information on all matters affecting the execution of the work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the ground of insufficient description will be allowed. All expenses incurred by the contractor in connection with obtaining information for submitting this tender including his visits to the site or efforts in compiling the tender shall be borne by the bidder and no claims for reimbursement thereof shall be entertained.

Gatekeeper and Watchman

The contractor from the time of being placed in possession of the site must make arrangements for watching, lighting and protecting the work, al materials, workmen and the public by day and night on all days including Sundays and holidays at his own cost.

Storage for materials

The Contractor shall provide for all necessary sheds of adequate dimension for storage and protection of materials like cement, lime, timber and such other materials including tools and equipment which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open.

All such sheds shall be cleared away and the whole area left in good order on completion of the contract to the satisfaction of the Architects.

All materials which are stored on the site such as bricks, aggregates etc. shall be stacked in such a manner so as to facilitate rapid and easy checking of quantities of such materials.

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.

Rates for non-tender items

Rates of items not included in Schedule of Quantities shall be settled by the Bank's Engineer as mentioned in the variation clause of the Contract Conditions.

Rate to include

The rates quoted shall be for all heights and depths and for finished work.

To ascertain from Contractors for the other trades

The contractor shall ascertain from other Contractors 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.

Testing of Material

The contractor shall, before he place 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.

Clearing of Site

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 and Municipal or other public authorities.

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.

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.

Protection

The contractor shall properly cover up and protect all work throughout the duration of work until completion, particularly masonry / finish, mouldings, steps terrazzo or special floor finishes, staircases and balustrades, doors and windows frames, plaster angles, lighting and sanitary fittings, glass, paint work and all finishes.

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 upto 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 architect/employer regarding the quality/standard of workmanship shall be final and binding on the contractor.

MATERIALS:-

1. Materials shall be of the best approved quality and they shall comply with the respective latest IS code specified.
2. In case of non-availability of materials in metrics sizes, the nearest size in FPS units shall be provided with the prior approval of the Bank's Engineer-in-charge for which, neither extra will be paid nor any rebate, be recovered.
3. All material shall be tested in any testing laboratory approved by the Assistant Engineer/ Assistant Executive Engineer / Engineer-in-charge, 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 Architects with copy to Assistant Engineer / Assistant Executive Engineer / Engineer-in-charge. The entire charges connected with such testing including for repeated tests if ordered by the Bank's Engineer-in-charge shall be borne by the Contractor.
4. 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.
5. 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.
6. All equipments and facilities for carrying out field test on materials shall be provided by the Contractors without any extra cost.

Cement:-

Cement shall comply in every respect with the requirements of the latest publication of IS-268 and unless otherwise specified Ordinary Portland cement shall be used.

The weight of Ordinary Portland cement shall be taken as 1440 kg per CuM (80 lbs per Cft.). Cement shall be measured by weight and in whole bags and each undisturbed and sealed 50kgs. bag being considered equivalent to 34.72 liters (1.2 Cft.) in volume. Care should be taken to see that each bag contains full quantity of cement. When part bag is required, cement shall be taken by weight or measured in measuring boxes.

No other make of cement but that approved by the Bank's Engineer-in-charge will be allowed on works and the source of supply shall not be changed without approval of the Bank's Engineer-in-

charge in writing. Test certificates to show that cement is fully complying with the specifications shall be submitted to the Architect and notwithstanding this, the Architects may at their discretion, order that the cement brought on site and which they may consider damaged or of doubtful quality for any reason whatsoever, shall be retested in an approved testing laboratory and fresh certificates of its soundness shall be produced. Cement ordered for retesting shall not be used for any work pending results of retests.

Cement shall be stored in weather proof shed with raised wooden plank, flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e. first received being first used. Cement deteriorated and / or clotted shall not be used on work but shall be removed at once from the site. However, allowing use of warehouse set cement shall be determined by the Bank's Engineer-in-charge.

Fine Aggregate :-

Sand shall conform to IS-383 and relevant portion of IS-515. It shall pass through a IS sieve 4.75 mm (3/16 BS) test sieve leaving a residue not more than 5%. It shall be from natural source crushed stone screenings, if allowed, chemically inert, clean, sharp, hard, durable, well graded and free from dust, clay, shale large pebbles, salt, organic matter, loam mica or other deleterious matter. The sum of percentages of all deleterious materials in sand shall not exceed 5% by weight. It shall be washed if directed to reduce the percentage of deleterious substance to acceptable limits. Sand shall not contain any trace of salt and it shall be tested and sand containing any trace of salt shall be rejected.

The fine aggregate for concrete shall be graded within limits as specified in IS-383 and the Fineness Modulus may range between 2.60 to 3.20.

The fine aggregate shall be stacked carefully on a clean hard dry surface so that it will not get mixed up with deleterious foreign materials, if such a surface is not available a platform of planks of corrugated iron sheets or brick floor or a thin layer of lean concrete shall be prepared.

Coarse Aggregate :-

Shall consist of crushed or broken stone 85% of which shall be retained on 4.75 mm IS test sieve. It shall be obtained from crushing Granite, Quartzite, Trap, Basalt or similar approved stones from approved quarry and shall conform to IS-383 and IS-515. Coarse aggregate shall be chemically inert when mixed with cement and shall be cubical in shape and free from soft, friable, thin porous, laminated or flaky pieces. It shall be free from dust and any other foreign matter.

Gravel / Shingle of desired grading may be permitted as a substitute in part or full in plain cement concrete if the Architect is otherwise satisfied about the quality of aggregate. For all RCC works the size of coarse aggregate shall be 20 mm and down gauge.

Water :-

Water for mixing cement mortar or concrete shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantities of silt and traces of oil, acid and injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or cause efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Architect. Potable water is generally considered satisfactory for mixing and curing concrete, mortar, masonry etc. Where water other than main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected therewith shall be borne by the Contractors.

PAINTING AND POLISHING:

Materials: Paints used in the works shall conform to the respective IS code of practices: These shall be the latest revised. Paints shall be factory made and no site preparation shall be allowed except for the white wash. Paints received at the site shall be in manufacturer's sealed drum.

Paints should be such as to withstand weathering effects of the atmosphere, decay of wood, corrosion of metal and of pleasing appearance. Also their surface should become hygienic, clean and attractive.

Paints shall conform to the following points:

1. Good spreading coverage.
2. Easy application
3. Should form a thin uniform film on application.
4. Surface should not crack when paint dries.
 - a. Should be inert to weathering actions of atmosphere.
 - b. Final surface should be hard and durable.

The manufacturer and shades of paint used at the work site shall be to the approval of the Bank.

Workmanship : the work shall be carried out as specified in IS 2385 Part I and Part II schedule of painting system to be as per table of IS 2385 Part II.

Surface preparation:

- a. Surface shall be cleaned and any existing fungus or mould shall be removed. A coat of fungicidal wash shall then be applied and allowed to dry if necessary.
- b. Any cracks, defects in the plaster of Paris surface shall be cut out made good, cured and allowed to dry. Minor cracks may be filled with a suitable filler.
- c. Lime mortar plaster shall be left unpainted for the first few months to allow plaster to carbonate, harden and dry thoroughly.
- d. In case of gypsum plaster it shall be ensured that the surface is either alkaline or neutral and tested in accordance with E-1 as specified in IS 2395 Part I.

All paints and products shall be from one manufacturer only. The steps for painting operation to be followed as under :

- a. Primer/sealer – coat as recommended by paint manufacturer.
- b. Filler/Putty as many layer as required and approved of
- c. Undercoats.
- d. Finishing coat or coats.

Paints to be applied shall be spread uniformly over the entire area. Paints shall be mixed and stirred thoroughly prior to use. No addition of thinner or water shall be permitted other than the quantity specified by the manufacturers.

Paint may be sprayed or applied with brush depending upon type of paint used. Finishing shall be to the satisfaction of the Bank.

Sufficient time shall be allowed between two coats to ensure that the earlier coat is fully dry prior to the application of the successive coat.

Application of paint shall be carried out in properly ventilated and dry weather for painting of interiors.

Application of one coat in one room shall be finished in one operation. Filler shall be plaster of Paris or as approved by the Bank.

Brushing of paints in coats shall be in a direction that is at right angles to the previous one.

No brush mark must be visible. The final coat shall be finished with a roller sponge. Painting shall be measured in square meters.

The number of finished coats specified in the BOQ are the minimum require and for guideline only. The finish surface shall be the acceptance and approval of Bank. Any additional coats required to achieve this shall be to the account of the Contractor and no extra charges shall be payable for any additional coat applied.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

LIST OF APPROVED MATERIAL AND SUPPLIERS

Sr. No.	Materials	Approved Manufacturer / Brand name
1.	Cement	Gujarat Ambuja, ACC, L&T or approved equivalent.
2.	Paint	Asian, Berger or approved equivalent
3.	Structural Steel	SAIL, TATA Tiscon, or approved equivalent
4.	Colored G I/Profile Sheet	TATA Durosine / Bhusan steel or approved equivalent

Note –

1. Contractors' attention is drawn to clause 26 of the General Instructions to the Contractor and Special Conditions in this connection. In addition to the above listed materials, materials having BIS / ISI marks will also be construed as the approved materials depending upon its cost equivalence.

2. In case of non-availability of above listed makes, equivalent makes with prior written approval of employer may be used with necessary adjustment in rates as applicable.

3. The paint selected should be low VOC. The contractor shall submit copy of the relevant certificate along with the sample for approval.

4. The bidders shall offer the make proposed to be used by them along with the copy of certificate (VOC content) along with Part-I. (Notes: Paints and finishes release low level toxic emissions into the air for years after application. The source of these toxins is a variety of volatile organic compounds (VOCs) which, until recently, were essential to the performance of the paint.)

Name of the Firm :

Signature of the contractor.....

Date

Place.....

CHECK LIST
(To be filled –in by the bidder)

Sr. No.	Documents/ Confirmation to be submitted along with Part-I of the tender	Bidder's response (Yes/No)
1	Earnest Money Deposit of ₹ 19,657/- by Demand Draft/ Bank Guarantee	
2	Pre-qualification criteria	
3	List of technically qualified Engineers (to be deployed full time at site) along with their qualifications/experience --- Annex-B and Annex -C	
4	Whether choice of material from the approved list of materials has been exercised	
5	Whether the bidder has visited the site and satisfied himself with all aspects of work which may have bearing on project completion and/ or rates	

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Draft of Bank Guarantee for Earnest Money Deposit
(To be stamped as Security Bond)

In consideration of Reserve Bank of India, Bhubaneswar (hereinafter called "the Reserve Bank") having agreed to exempt M/s

(hereinafter called "the said bidder") from the demand under the terms and conditions of the tender for "Construction of Temporary Parking shed at Baramunda Staff Quarters" (Hereinafter called "the said tender") of Earnest money for the due fulfillment by the said bidder of the terms and conditions contained in the said tender on production of a Bank guarantee for Rs. -----We (hereinafter referred to as "the Bank") do hereby agree and undertake to indemnify and keep indemnified the Reserve Bank of India to the extent of Rs. ----- against any loss or damage caused to or suffered by the Reserve Bank of India by reason of any breach by the said bidder of any of the terms and conditions contained in the said tender and pay to the Reserve Bank of India on demand without demur the said sum of Rs. ----- within a period of one week from the date of receipt of demand from the Reserve Bank of India. Any statement made by the Reserve Bank of India and the amount mentioned in the demand notice given to us shall not be called in question by us and shall be conclusive proof regarding the amount that is payable under the guarantee and that we shall not demand any proof thereof. We further undertake that we will make the payment pursuant to the demand notice issued by the Reserve Bank of India notwithstanding any dispute that may exist or arise between the Reserve Bank of India and the bidder or any other person.

We, , further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Reserve Bank under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till the Reserve Bank certifies that the terms and conditions of the said tender have been fully and properly carried out by the said bidder and accordingly discharges the guarantee subject however, that the Reserve Bank of India shall have no rights under this guarantee after the expiry of ----- -- or till such extended period required for completion of the entire work at the request of the bidder and/or the Reserve Bank of India.

We, , lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Reserve Bank of India in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs. -- -----Our guarantee shall remain in force until 6 months or such extended date, which may be granted by us at the request of the bidder, and/or the Reserve Bank of India. Unless a suit or action to enforce a claim under this guarantee is filed against us within thereafter, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

NAME AND ADDRESS OF THE
CONTRACTOR: SIGNATURE & SEAL OF THE
CONTRACTOR:

Date:

Place:

Annex - B**KEY PERSONNEL PROPOSED FOR THE PROJECT SITE**

(To be filled by the bidder and submitted along with Part – I)

Sr. No.	Designation	Minimum No. of personnel	No. of proposed personnel	Proposed Designation	Technical Qualification/Total years of Relevant Experience	Details in Annexure
1	Site supervisor (Full time for the project)	1				
2	Others (please specify)					

Note:

1) In case of Sr. No. 1: A Diploma Engineer in Civil/Electrical Engineering with 1 years' experience or personnel holding an I.T.I Certificate with 5 years of relevant experience or a person with 10 yrs of relevant experience may be accepted as Site Supervisor

NAME AND ADDRESS OF
THE CONTRACTOR: SIGN & SEAL
OF THE CONTRACTOR:

Date:

Place:

Annex – C**CURRICULUM VITAE OF KEY STAFF PROPOSED FOR THE PROJECT****(To be filled by the bidder and submitted along with Part – I)**

Name of the Staff		
Designation		
Name of the firm presently employed		
Years with the firm		
Proposed position (describe degree of responsibility also)		
Details of task assigned		
Man- Months budgeted for the task assigned		
Key Qualifications (Technical and General)		
Education		
Membership in professional bodies		
Experience and Training (Relevant in the context of task assigned)		
Employment Record		
Name of the Firm	Position Held	Years of Employment

NAME AND ADDRESS OF THE CONTRACTOR:
SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Annex – D**FORM OF PERFORMANCE BANK GUARANTEE**

(On Non-Judicial Stamp Paper of appropriate value)

This deed of guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Reserve Bank of India, (hereinafter called "RBI") of the other part

Whereas RBI, has awarded the Contract for -----(Name of the Project).....-----for Reserve Bank of India (hereinafter called the "Contract") to _____ (Name of the contractor) (hereinafter called the "Contractor").

AND WHEREAS the contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of Rs. _____ (Rupees

only) (Amount in figures and words).

1.

Now we the undersigned

_____ (Name of the Bank) _____ being fully authorized to sign and to incur obligations for and on behalf of and in the name of

_____ (Full name of Bank), _____ hereby declare that the said Bank will guarantee RBI the full amount of Rs. _____ (Rupees

_____ only) (Amount in figures and Words) as stated above.

2. After the Contractor has signed the aforementioned Contract with RBI, the Bank is engaged to pay RBI, any amount up to and inclusive of the aforementioned full amount upon written order from RBI to indemnify RBI for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by RBI immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the contractor. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s

relating thereto and the liability under this guarantee shall be absolute and unequivocal.

3. This guarantee is valid till (date to be mentioned) (date of virtual completion) or the extended period, thereof)

4. At any time during the period in which this guarantee is still valid, if RBI agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para Numbered 2above, it is understood that the Bank

will extend this Guarantee under the same terms and conditions for the required time on demand by RBI and at the cost of the contractor.

5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

6. The neglect or forbearance of RBI in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by RBI for the payment hereof shall in no way relieve the bank of their liability under this deed.

7. The expressions "RBI", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the -- ----- day of ----- (Month) 2019 being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of authorized Bank official

Name:.....

Designation:

Stamp/Seal of the Bank:

.....

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1 Witness 2

Signature

Signature

.....

Name

Name

.....

.....

Address

Address

Part - II

RESERVE BANK OF INDIA

ESTATE DEPARTMENT

BHUBANESWAR

**CONSTRUCTION OF TEMPORARY PARKING SHED AT BARAMUNDA STAFF
QUARTERS**

PRICE BID

RBI/Bhubaneswar/Estate/96/19-20/ET/224

ISSUED TO:

ADDRESS:

PH.NO.

Time of Date and Submission: - January 17, 2020 up to 2:00 PM

Reserve Bank of India					
Estate Department					
Bhubaneswar					
PART II -SCHEDULE OF QUANTITIES					
<u>Name of the work-Construction of Temporary Parking shed at Baramunda Staff Quarters</u>					
Item no	Description of items	Qty	Unit	Rate	Amount
1	Excavation of Foundation - Excavation of foundation up to depth 1.00 meter with dismantling existing required PCC floor. The rate shall be included labor, tools etc. and derbies have to be dispose of outside Municipal corporation approved yard/ area.	20	cum		
2	Providing and constructing PCC grade concrete M-10 (1:3:6) Reinforced Cement Concrete using 20 mm downgraded stone chips for foundation / column / lintel / chajja, shelves etc. Quoted rate should include the cost of necessary shuttering, curing, laying at required place, lead & lift, carting away debris out of Bank's premises complying the statutory norms, Vibrator etc. all complete as directed by Bank's Engineer-in-charge	2	Cum		
3	Providing and constructing RCC grade concrete M-20 Reinforced Cement Concrete using 20 mm downgraded stone chips for foundation / column / lintel / chajja, shelves etc. Quoted rate should include the cost of necessary shuttering, curing, laying at required place, lead & lift, carting away debris out of Bank's premises complying the statutory norms, Vibrator etc. all complete as	4	Cum		

	directed by Bank's Engineer-in-charge				
4	Steel Reinforcement - Providing of required dia. reinforcement in proper line, level, proper lapping & spacing given by the bank's Engineer. The reinforcement may be of 6 mm to 16 mm. dia. Tor HYSD bars(Fe515) mentioned in IS Code 456:2000 and should conform to high strength deformed steel bars as per IS 1786. Quoted rate should include the cost of cutting, bending, binding with G.I. wire and placing in proper position, carting away debris out of Bank's premises complying the statutory norms as directed by Bank's Engineer.	315.	Kg		
5	Shed Fabrication Work Fabricating , supply & erection of steel work for stanchions with ISMC/ISMB with the make of TATA,JINDAL or its equivalent the work including cutting, welding, bolting, grinding, straightening, drilling holes in the steel sections, shop / site welding, shop / site bolting and erecting the steel work to correct gauge, plumb, level and alignment as per approved drawing at various heights upto approx. 6 to 7 mts from top floor level with all labour, MS bolts, nuts with , confirming to relevant IS specifications, washers of various sizes, tools, plants, lead, lift, scaffolding, transport, derrick, pulleys, rope, safety devices etc., as required, electrodes to the extent required for welding etc. complete. Note -1-The rate shall be included on coat zinc primer and two synthetic enamel paint.	4000	Kg		

6	Providing and fixing new Aluminum Profile Roof Sheets- Providing & Fixing 0.4 to 0.5 mm thick new Tata make Aluminum Profile sheet for roofing of approved quality, including laying in proper alignment fixing with suitable screw, J hook washer etc. complete as directed by Engineer-In-charge. The rate is inclusive of all materials, labors, J hook, screws, tools tackles, 150 mm lap length, scaffolding ,safety equipment on both ways, all taxes etc., The payment shall be made for actual surface area, No extra payment for over lapping shall be paid.	280	Sqm		
	Total Amount				
	GST 18%				
	TOTAL AMOUNT INCL GST				