

Part -I

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

TENDER FOR

**Boring and sinking of 300mm x 150mm diameter Deep Tube
Well in Bank's Officers' Quarters at Tilak Nagar, Kanpur**

Name of Tenderer -----

Address -----

Date of submission: On or before 14.00 hours on May 14, 2009

Part - I

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

**Boring and sinking of 300mm x 150mm diameter deep tube
Well in Bank's Officers' Quarters at Tilak Nagar, Kanpur:**

FORM OF TENDER

Shri J.B. Bhoria
Regional Director
Reserve Bank of India
Kanpur

Dear Sir

Having examined the specifications, designs and Schedule of Quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affected the tender, we hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, designs 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 may be applicable.

Memorandum

a) Description of works	Boring and Sinking of 300mm x 150mm dia deep tube well in Bank's Officers' Quarters at Tilak Nagar, Kanpur
b) Earnest Money Deposit by cash or demand draft payable at Kanpur	Rs.32,000/ (Rupees Thirty two thousand only)
c) Time allowed for completion of the works from tenth day after the date of written order to commence the work	45 days
d) Percentage if any to be deducted from bills	As per clause – 19 Special conditions of contract

2. . Should this tender be accepted, I/We hereby agree to abide 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. The list showing the particulars of large works carried out with the name and address of the firm to be contacted and the name of manufacturers of specialised items as required under clause 14 of the Special Conditions are enclosed.

4. Our Bankers are (with addresses and Telephone No/s)

i) -----

ii) -----

The names of proprietor of our firm are:-

i) -----

ii) -----

Name of the partner of the
Firm authorised to sign

Or

Name of the 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)

Witnesses:

1.-----

Name _____

Address _____

2.-----

Name _____

Address _____

ARTICLES OF AGREEMENT

Articles of Agreement made the ----- day of ----- between the Reserve Bank of India, having its Central Office at (hereinafter called the “Employer”) of the one part and -----

----- (hereinafter called the Contractor”) on the other part.

Whereas the Employer is desirous of Boring and Sinking of 300 mm x 150 mm dia deep tubewell in Bank's Officers' Quarters at Tilak Nagar, Kanpur and has caused drawings and specifications describing the works to be done.

And WHEREAS 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 described in the said specifications and included in the schedule of quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (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 subject to the said conditions execute 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 the said Contract Amount, or such other sum as shall become payable, at the time and in the manner specified in the said conditions.
3. The term “the Executive Engineer” in the said conditions shall mean the said Assistant Manager (Technical)/Manager (Tech.) Reserve Bank of India, Kanpur or, such other person or persons as shall be nominated for that purpose by the Employer.
4. The said conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties thereto shall respectively abide by, submit

themselves to the said conditions and perform the agreement on their part respectively in the said Conditions contained.

5. The plans if any and specifically mentioned agreement and documents mentioned herein shall form the basis of the contract.
6. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of Boring and Sinking of 300mm x 150mm dia deep tube well in Bank's Officers' Quarters at Tilak Nagar, Kanpur to be paid for by application of actual measured quantities of work executed to respective accepted rate contained in the Schedule of Quantities.
7. The employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal works order as provided for in the said Conditions whichever is later and to complete the entire work within three months subject nevertheless to the provisions for extension of time.
9. All payments by the Employer under this contract will be made only at Kanpur.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kanpur and only courts in Kanpur shall have jurisdiction to determine the same.
11. That each and all parts of this contract have been read by the contractor and fully understood by the contractor.

12. 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 whereof the day and year first herein above written.

If the contractor is 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 two Duplicates/has caused these presents and the said two, duplicates hereof to be executed on its behalf the day and year first hereinabove written.

Signature Clause

Signed and delivered by the Reserve Bank of
India by the hand of

Shri -----

(Name and Designation)

1. _____

Address _____

2. _____

Address _____

Witnesses :

SIGNED AND DELIVERED
BY _____

in the presence of

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

1. _____

Address _____

2. _____

Address _____

The common seal of -----

----- was

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

----- in the presence of

1. _____

2. _____

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

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

1. _____

2. _____

If the contractor is signing by the hand of power of attorney, whether a Company or individual.

Signed and delivered by the contractor by the hand of Shri _____ and duly constituted attorney.

SPECIAL CONDITIONS OF CONTRACT

1.	Sealed tenders in duplicate should be addressed to Shri J.B. Bhoria, Regional Director, Reserve Bank of India, Kanpur (by name) and superscribed for Boring and Sinking of 300mm x 150mm dia deep tubewell in Bank's Officers' Quarters at Tilak Nagar, Kanpur and sent so as to reach him not later than 2.00 p.m. on May 14, 2009. Tenderers should clearly indicate on each copy of the tender under their full signature whether it is original or duplicate copy.
2.	No tender will be received after 2.00 p.m. on May 14, 2009 under any circumstances whatsoever
3.	(a) Tenders will be opened at 3.00 p.m. on May 14, 2009 or next working day at his office by Shri J. B. Bhoria, Regional Director, Reserve Bank of India, Kanpur or any other officer designated for this purpose by him in the presence of the tenderers or their representatives who may choose to be present.
	(b) Tenders shall remain valid for a period of 3 months from the date of the tender. The Reserve Bank of India may extend the said period.
4.	The Reserve Bank of India does not bind itself to accept the lowest or any other tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
5.	(a) Each of the tender documents is required to be signed by the person or persons submitting the tender in token of his/her/their having acquainted himself/themselves with the Special Conditions, Schedule of Quantities, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
	(b) The tender submitted on behalf of the 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 is liable to be rejected.
6.	(a) Intending tenderers shall pay as earnest money a sum of Rs.32,000/- by a demand draft drawn on a Scheduled Bank which amount should be credited into the Office of the Reserve Bank of India, Kanpur. A tender which is not accompanied by earnest money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.
	(b) Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipts or Bank or Insurance Guarantee or cheque or in any other form than Demand Draft as detailed in 6 (a) above.
	(c) The earnest money deposit of Rs.32,000/- paid by the successful tenderer

	shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit. The deposit will be returned to the contractor on the virtual completion of the work.
	(d) The Earnest Money deposit deposited by other tenderers shall be returned within the validity period of tenders.
7.	The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned the tender will be considered invalid.
8.	As far as possible no erasures/alternations in the tender be made. However, if any erasures and alternations are made while filling the tender, must be attested by initials of the tenderer. Overwriting of figures is not permitted: failure to comply with either of these conditions will render the tender void. No advice of any change in rate of conditions after the opening of the tender will be entertained.
9.	Each tender should contain not only rates in figures as well as words but also value of each item of work entered in a separate column and value of all items should be totalled in order to show the aggregate value of the entire tender.
10.	The Schedule of Probable Quantities is attached. The quantities mentioned in the schedule of quantity are probable quantities which are liable to alterations, omissions, deductions or additions at the discretion of the Employer. The contractor will be paid for the actual work carried out by him at the rate quoted in his tender.
11.	The rates quoted by the tenderer in the schedule of probable quantities will be deemed to be for the finished work to be measured at site. The rates shall be firm and not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers should include on their rates, sales tax, excise duty, octroi duty or any other tax and duty or other levy imposed by the Central Government, or any State Government or local authority including Sales Tax on works contract.
12.	Immediately on receipt of intimation of the acceptance of his/their tender the successful tenderer shall be bound to implement the contract within the time specified and the written acceptance by the Employer of a tender will constitute a binding agreement between the Reserve Bank of India and the firm/person whose tender has been accepted by the Bank.
13.	Tenders will be considered only from the firms of repute and having long standing experience in the discipline.

14.	Each tenderer shall submit with his tender a list of works executed by him together with the value of the works and the time taken for completion as also the name of a manufacturer of specialised items proposed to be used in the work.
15.	Time shall be considered as the essence of the contract. The entire work must be completed in two months of the Acceptance of Tender. If the contractor fails to complete the work within the specified time the Employer reserves the right to get the work completed through another agency and the contractor is liable to compensate the Employer for the loss incurred by him on this account.
16.	The contractor shall indemnify the Employer against any expenses arising from any injury or loss to persons or property and also in respect of any claim made in respect of injury or damage under any Act of the Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
17.	Any damage to the Employer's property in the premises of the Bank by the contractor will have to be made good by the contractor at his cost.
18.	Payments for the value of work done by the contractor will be made by the Employer on the basis of the certificate issued by the Executive Engineer of the Bank or his representative nominated by the Employer.
19.	Payment of all bills shall be made at Kanpur.
20.	<u>Terms of Payment</u>
	(i) 90% of the cost of tubewell will be paid on completion of the tubewell (including development of well) and after giving the water yield test and on certification of payment by the Bank's Engineer.
	(ii) Balance 10% after the completion of the defects liability period and on rectification of all defects notified during defects liability period of 12 months as stipulated under clause 22 of special conditions of contract. The amount so held shall not carry any interest.
21.	Defects Liability period :- Any defects or faults which may appear during 12 months from the date of commissioning of the tubewell and handing over to the Employer arising in the opinion of the Executive Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of, the Employer and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost and in case of default the Employer may employ and pay other persons to make good such defects/faults and damages, loss and expenses consequent thereon or incidental thereto, shall be made good and borne by the contractor and such

	damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the contractor from the employer and estimated by the Employer. The contractor shall remain liable under the provisions of this clause notwithstanding the signing any certificate of payment by the Engineers of the Employer or passing of any on account bills.
22.	In all matters of dispute arising on the work the Employers' decision will be final and binding on the contractors.
23.	(a) Drilling/boring shall be done in all soils including check, gravel and sand. The drilling/boring will be carried down to depth of 300 ± 10 meters. In case the boring has to be abandoned for any reason whatsoever the same shall be to the contractor's account and no payment will be made for abandoned tube well.
	(b) The contractor shall use suitable drill and suitable approved method to drill through the soil/rock at the rates specified. The decision of the Bank in identifying the depth of the rock layer from the samples shall be final and binding on the contractor. As it is the intention of the Employer to tap underground water by drilling through soil/rock strata, it is imperative on the tenderers to note while quoting for the work that they will have to be equipped for such a work and if for any reasons the contractors appointed fail to execute this portion of the work will not be allowed any payment for the work/work done at the site of this work till then. For this purpose the tenderers are advised to study the data available with the Bank for the existing tube well in their premises and any other information they would like to obtain from the concerned authorities like Central Ground Water Board etc. and equip themselves with suitable rock drilling equipment and arrive at site.
24.	The contractor shall prepare and maintain the following records carefully and accurately at the site during the period of construction and hand them over to the Employer at the time of handing over the tube well:-
	Records of strata encountered at various levels, noting down the levels of change of strata. a) Spring level below the ground level b) Daily progress of boring c) Details of water bearing strata.
25.	When the tube well is handed over, the samples and strata chart shall be handed over to the Regional Director, Reserve Bank of India, Kanpur
26.	On the completion of drilling, a strike chart showing the water bearing formations shall be submitted by the contractor for the approval of the Bank's Engineer to enable them to finalise the details of strainers etc.

27.	Air compressor of 250 c.f.m. or of the capacity approved by the Bank's Engineer will be arranged by the contractor at his own cost for development and testing of the well.
28.	Rates of the pipes shall be inclusive of transportation and handling charges and also sales and other taxes and shall be for complete work including labour charges.
29.	Contractor can display his sign board not exceeding 1.5x1.5 M on site stating that the tubewell is being drilled by him.
30.	No conditional tender will be accepted.
31.	Liquidated damages: If the contractor fails to complete the works by the date stated or within any extended time, the contractor shall pay or allow to the Employer the sum of Rs.575/- per day 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. Maximum amount to be deducted for this purpose shall not exceed 10% of the total quoted amount.

Place:

Signature of contractor

Date:

Name and address of firm

(with seal)

Scope of work

The scope of work covers Boring and Sinking of 300mm x 150mm dia deep tube well in Bank's Officers' Quarters at Tilak Nagar, Kanpur in accordance with drawings and specifications prepared by and under the direction to the satisfaction of Bank's Engineer. The employer however reserves the right to modify/alter this scope of work at his discretion.

1.1	General Conditions	All work shall be done in a systematic manner in accordance with a programme prepared in consultation with the Bank's Engineer.
1.2	Rates	Rates quoted shall be for complete items and inclusive of all equipment, labour scaffolding, tackles etc. required to do a complete job.
1.3	Water & Power	Contractor shall make his own arrangement at his own cost for supply of water and power at site required for the work as also for storing materials, watch and ward etc.
1.4	Taxes, duties etc.	Rates shall be inclusive of all taxes, e.g. Sales tax, Octroi, Excise Duty etc.
1.5	Site Clearance	The contractor shall at his own cost clean the site of any trees, growth, grass and rubbish to enable him to execute the work in proper manner.
1.6	Cleaning up of site	On successful completion of the work, the contractor shall clean the site of all his surplus materials equipment and accessories.
2.1	Requirement	The total yield for the well shall be approximately 18,000 gallons or more per hour measured over 90 V notch or any approved method.
2.2	Type of well	Tubewell may be sunk by reverse circulation or any other approved method with suitable casing pipes upto the depth of rock/gravel and by then DTH Rotary or any other approved method upto the required depth. The tubewell will have 150mm dia pipes and strainers (duly shrouded with pea sized gravel). In case the tubewell is terminated inside the rock, well pipe and strainers may not be required in this part. Well pipes shall be used upto the rock (including taking it to some depth inside the hole). The strainer may be put in good sand strata if encountered

		before the rock.
3.1	Boring	The boring for the housing pipe shall be 600 mm dia to a maximum depth of 150 metres. The depth may be increased or decreased as per actual site conditions. Sub-soil water shall not be tapped. Casing pipe shall be extracted after lowering of tube well pipe assembly. Boring shall be done by a rig.
3.2	Well pipes	Well pipes shall be 300 mm and 150 mm dia E.R.W. Steel pipes conforming to IS:35893 and IS4270 (A bail plug with hook shall be provided at the bottom).
3.3	Strainers	All E.R.W. strainer pipe with vertical slits of or as per IS Specification. The size of the strainer will be designed to suite the size of water bearing coarse sand, in the midst of which the strainer is to be lowered and fixed.
3.4	Housing Pipe	Housing pipe shall be 300 mm dia E.R.W. steel pipe conforming to the latest version of the relevant IS painted with a coat of red lead paint and bitumens paint. The joints shall be water tight. The well shall be finished with a screwed flange of suitable size 400mm above the finished floor level i.e. approximately 750mm above the ground level with heavy quality blank flange bolted into it so as to protect the well from contamination and damage.
3.6	Vertically	Well assembly shall be truly vertical as per the latest Indian Standard. The contractor shall accordingly carryout vertically test and furnish the necessary charts to the Employer. If the tube well verticality is beyond permissible tolerance the entire work done by the contractor shall be rejected and the contractor shall have to withdraw tubewell pipe assembly and strainers etc. And the contractor will not be entitled to claim any payment for rejected work.
4.1	Gravel Packing	Annular space between the strainer and casing is to be packed up with pea sized gravel (3mm to 6 mm size) such that shrouding is done upto a height of 3m. from the top of strainer and to a depth of 1m. below the strainer. The remaining annular space shall be packed with puddle clay. Payment will be made only for gravel shrouding. No payment will, however, be made for puddle clay packing and the rates shall be deemed to be inclusive of the same.

5.1	Development	The well shall be developed by an over-pumping unit air-compressor to make the tube well water completely sand free. After the installation of pumping set the tube well water shall remain sand free after a trial run of 8 hours a day for one month. Contractor shall have to ensure complete sand free potable water supply from the tubewell.
5.2	Data	The contractor shall provide necessary data regarding yield and depression.
5.3	Water Tests	The contractor shall get the water tested for the quality of water by an approved Analytical Chemical Laboratory. Bacteriological, chemical and sanitary tests shall be conducted after the development of well, all as desired by Employer. The Contractor should ensure that the water is bacteria free and fit for consumption. If it is found not upto
		the standard he should treat the same with bleaching powder and arrange for pumping out the water till the water becomes bacteria free and fit for human consumption. The cost of this should be included in the quoted rates and nothing extra will be paid for this. The test reports shall be submitted to the Employer.
6.1	Solid Samples	Samples of stratum shall be taken at every 3 metres or often if the strata changes. The samples shall be carefully indexed and preserved at site for inspection by the Executive Engineer/Assistant Engineer.
6.2	Strata Chart	A strata chart in a standard tube well form shall be maintained at the site and shall give the following information. i) Description and depth of strata. ii) Spring level below ground level. iii) Aquifer opposite which strainer pipes have been placed. iv) Position of joints in strainers and/or blind pipes. v) Rate of progress of drilling. vi) Full particulars of final test. Four copies of strata charts, yield and water quality tests shall be handed over to the Employer on completion of the well. vii) A sample Box showing different strata as per existing should be given to the Employer for records.
7.1	Failure	In case of failure of pumping arrangements during boring process and rejection of the tube well/ bore no payment will

		be made to the contractor for the work.
7.2	Payment to Contractor on failure of well	In case of failure to obtain any water or in required quantity the contractor shall be paid: a) The cost of transportation of drilling equipment at rates quoted under relevant items and b) Labour rate for boring as per length of bore actually done at site. No other claims shall be entertained by the Employer.

Place:

Signature of contractor

Date:

Name and address of firm

(with seal)