



Reserve Bank of India/ भारतीय रिज़र्व बैंक  
Estate Department / संपदा विभाग  
Guwahati / गुवाहाटी

**भारतीय रिज़र्व बैंक, गुवाहाटी में मुख्य कार्यालय भवन के भूतल से छत स्तर तक सीढ़ी (मुख्य प्रवेश) का नवीनीकरण**

निविदा नं: **RBI/GUWAHATI/ESTATE/14/24-25/ET/170**

**निविदा सूचना**

भारतीय रिज़र्व बैंक, गुवाहाटी उपर्युक्त कार्य के लिए दो बोली प्रणाली (तकनीकी-वाणिज्यिक और वित्तीय बोली) के तहत ई-निविदाएं एक साथ आमंत्रित करता है। निविदा प्रपत्र 05 जुलाई 2024 को आरबीआई की वेबसाइट [www.rbi.org.in](http://www.rbi.org.in) और एमएसटीसी ई-पोर्टल [www.mstcecommerce.com](http://www.mstcecommerce.com) पर देखने / डाउनलोड करने के लिए उपलब्ध होंगी।

आपकी निविदा, विधिवत भरी हुई और ई-हस्ताक्षरित, केवल **एमएसटीसी न्यू कॉमन पोर्टल (MSTC New Common Portal)** [www.mstcecommerce.com](http://www.mstcecommerce.com) के माध्यम से ई-टेंडरिंग मोड द्वारा प्रस्तुत की जानी चाहिए। ई-निविदा प्रक्रिया की अनुसूची और संक्षिप्त विवरण इस प्रकार हैं:

1. कुल अनुमानित लागत: ₹14,49,080/-
2. बयाना (केवल सफल बोलीदाता के लिए): अनुबंध राशि का 2%
3. इवेंट का प्रकाशन- दिनांक और समय: 05.07.2024 को 17:00 बजे से।
4. बोली प्रारंभ होने की दिनांक और समय: 05.07.2024 को 17:00 बजे से।
5. बोली-पूर्व बैठक की दिनांक: 09.07.2024 को 11:00 बजे से बैंक मुख्य कार्यालय भवन पर
6. बोली बंद होने की दिनांक और समय: 19.07.2024 को 14:00 बजे।
7. बोली खोलने की दिनांक और समय: 19.07.2024 को 15:00 बजे से।

इस निविदा के संबंध में कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल वेबसाइट/ई-पोर्टल पर अपलोड किया जाएगा।

बैंक न्यूनतम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी या सभी निविदाओं को बिना कोई कारण बताए अस्वीकार करने का अधिकार बैंक सुरक्षित रखता है।

यह एक सीमित ई-टेंडर है। केवल वे बोलीदाता/विक्रेता जो "₹10 लाख - ₹25 लाख" मूल्य श्रेणी के तहत ऐसे सिविल कार्यों के लिए आरबीआई गुवाहाटी के साथ सूचीबद्ध हैं, इस ई-निविदा प्रक्रिया में भाग लेने के लिए पात्र हैं।

प्रभारी उप महाप्रबंधक  
भारतीय रिज़र्व बैंक  
गुवाहाटी



Reserve Bank of India/ भारतीय रिज़र्व बैंक  
Estate Department / संपदा विभाग  
Guwahati / गुवाहाटी

**Renovation of Staircase (Main Entrance) Ground Floor to Terrace  
Level of Bank's Main Office Premises, RBI Guwahati**

**e-tender no: RBI/GUWAHATI/ESTATE/14/24-25/ET/170**

**PART-I**

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

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

**e-mail ID & Phone No:** \_\_\_\_\_

<b>Date of Publication of e-Tender</b>	<b>July 05 , 2024 at 17:00 Hours</b>
<b>Date of Pre-Bid Meeting</b>	<b>July 09, 2024 at 11:00 Hours onwards</b>
<b>Last date of Submission of Bid</b>	<b>July 19, 2024 up-to 14:00 Hours</b>
<b>Date of Opening of Part- I of e-Tender</b>	<b>July 19 , 2024 from 15:00 Hours</b>

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The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this e-tender are required to make their own inquiries and they should not rely solely on the information contained in the blank e-tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

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### **SCHEDULE OF TENDER (SOT)**

**This is a LIMITED e-TENDER. Only those bidders/vendors who are empaneled with RBI Guwahati for such Civil works under the Price Category of “₹10 Lakh- ₹25 Lakh” are eligible to participate in this e-tender process.**

<b>Particulars</b>	<b>Description</b>
1. e-Tender No	<b>RBI/Guwahati/Estate/14/24-25/ET/170</b>
2. Name of the Work	Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's Main Office Premises, RBI Guwahati
3. Estimated Cost of the Work	<b>₹14,49,080/- (Rupees Fourteen Lakh Forty-Nine Thousand and Eighty only)</b>
3. Mode Of Tender	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through <b>MSTC Common Portal</b> at <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> )
4. Date of NIT available to Parties to download from RBI website and MSTC Portal	July 05 , 2024 from 17:00 Hours onwards
5. Date and venue of the Pre-Bid Meeting (offline)	July 09, 2024 from 11:00 Hours onwards at 4th Floor, Estate Department, RBI Guwahati
<b>6. Earnest Money Deposit (EMD) – <u>only for Successful Bidder</u></b>	<b>2% of the contract amount</b> in the form of Demand Draft/ Bank Guarantee as per <a href="#">Annexure-I</a> for EMD in favor of Reserve Bank of India, Guwahati to be delivered in physical form at Estate Department, 4th floor, Reserve Bank of India, Guwahati. Or Deposited through NEFT in favor of Reserve Bank of India, Guwahati in <b>A/c No: 8692299 and IFSC Code: RBIS0GWPA01.</b>
7. Bid Start date (Techno-commercial Bid and Financial Bid) through <b>MSTC Common Portal</b> at <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>	July 05 , 2024 from 17:00 Hours onwards
8. Last date of submission of DD/ Bank Guarantee for EMD	July 05, 2024 up to 14:00 Hours



9. Date of closing of online bid submission for Techno-Commercial Bid & Price Bid	July 19, 2024 up to 14:00 Hours
10. Date and Time of opening of Bid	<b>July 19 , 2024 from 15:00 Hours onwards</b>
12. Time allowed for completion of the works from tenth day after the date of written order to commence work	<b>45 Days</b>
13. Retention Money (RM) to be deducted from each bill	<b>5% of the bill amount</b>
14. Bank guarantee	Performance Bank Guarantee for an amount equal to 5% of the contract value



## **IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT**

Bidders are requested to read the terms & conditions of this tender before submitting their online e-tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the e-Tender for opening of the price bid.

### **1. Process of e-Tender:**

**(A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical 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 has to be submitted on-line at through **MSTC Portal (Common Portal)** at [www.mstcecommerce.com](http://www.mstcecommerce.com).

a) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → Common Portal → Vendor Login → Register → Filling up details and creating own user id and password → Submit

b) 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 e-Tender.

### **Contact person (RBI):**

S/No	Name of the Person	Designation	Phone Number
1	Shri Pawan Das	Assistant Manager (Tech-Civil)	+91 8424058452
2	Shri Ravindra Mahto	Assistant Manager (Estate)	+91 8581832812

e-mail ID of Estate Department: [estateguwahati@rbi.org.in](mailto:estateguwahati@rbi.org.in)

### **Contact person (MSTC Ltd):**

S/N	Name of the Person	e-mail	Phone Number
1	Shri Prashant Chitranjan	<a href="mailto:pchitranjan@mstcindia.co.in">pchitranjan@mstcindia.co.in</a>	0361-2221199
		<a href="mailto:ghyopn1@mstcindia.in">ghyopn1@mstcindia.in</a> , <a href="mailto:ghyopn2@mstcindia.in">ghyopn2@mstcindia.in</a> <a href="mailto:helpdeskghy@mstcindia.in">helpdeskghy@mstcindia.in</a> and <a href="mailto:bmghymstc@mstcindia.in">bmghymstc@mstcindia.in</a>	+91 8592888286



MSTC Technical Help Desk: **0361-2221199**

**(B) System Requirements:**

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet Explorer
- c) Signing type digital signature
- d) 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".

**(C) 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 [www.mstcecommerce.com](http://www.mstcecommerce.com) once).

**(D)** Bidders are advised to refer to the "Vendor Guide" and a "Video Guide" before proceeding with the tendering process.

The Technical Bid and the Financial Bid will have to be submitted online at [www.mstcecommerce.com](http://www.mstcecommerce.com) Bids will be opened electronically on the specified date and time as given in the Tender.

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

**2. 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.

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

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

4. Tenderers are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration with MSTC portal. Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).

**5. e-Tender cannot be accessed after the due date and time mentioned in NIT.**

#### **6. Bidding in e-Tender:**

a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (if any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

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](http://www.mstcecommerce.com) → Common Portal → Vendor Login → Register → 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 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 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. 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.
- j) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) 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 of the tender.
- m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- o) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com](http://www.mstcecommerce.com) to familiarize them with the system before bidding.
- p) No deviation to the technical and commercial terms & conditions are allowed.
- q) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.
- r) The bid will be evaluated based on the filled-in technical & commercial formats.
- s) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com](http://www.mstcecommerce.com) to familiarize them with the system before bidding.



**FORM OF TENDER**

Date:  
Place:

To,

Smt. Sushmita Phukan  
Regional Director  
Reserve Bank of India, Guwahati  
Estate department

Madam,

**Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's  
Main Office Premises, RBI Guwahati**

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**

S/N	Description of work	Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's Main Office Premises, RBI Guwahati
1	Estimated cost (Rs.)	₹14,49,080/-
2	Earnest Money (Rs.)	2% of Contract amount by the successful bidder
3	Percentage, if- any, to be deducted from bill as Retention Money	5% of the Bill amount
4	Time allowed for completion of the works from tenth day after the date of written order to commence work	45 days

2. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms



and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.

3. I/We also agree that the e-Tender will remain **valid for acceptance by the Bank for 60 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. I/ We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed pro-forma.

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

5. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's pro-forma.

6. Our Bankers are:

i) \_\_\_\_\_  
\_\_\_\_\_

ii) \_\_\_\_\_  
\_\_\_\_\_

5. The names of proprietary /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 copy of the Power of Attorney should be attached).

\_\_\_\_\_

Yours faithfully,

\_\_\_\_\_



Signature of Contractor.

[Note: If the party is a proprietary firm or an individual it should be signed by the proprietor or the individual. If the party is a partnership firm it should be signed by all or on behalf of all the partners. If the party is a private limited firm/ Incorporate Company, the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on \_\_\_\_\_ (Copy of the resolution should be attached). If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Witnesses:

1) \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1) \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on the ..... day of ..... between the "Reserve bank of India, Guwahati" having its Central Office at, Mumbai- 400001 (hereinafter called "THE EMPLOYER") of the one part and ..... (hereinafter called "THE CONTRACTOR") of the other part.

WHEREAS the Employer is desirous of getting "Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's Main Office Premises, RBI Guwahati" and has prepared drawing and/or Schedule of Quantities showing and describing the work to be done under the direction of Bank's (The Employer's) Engineer.

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

AND WHEREAS the Contractor has agreed to execute upon 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 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.
4. 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.
5. 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 "**Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's Main Office Premises, RBI Guwahati**" amounting to ₹\_\_\_\_\_/-(inclusive of GST and any other applicable taxes & charges) 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.

6. The Employer reserves to itself the right of altering the Drawings and/or 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.
7. 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 **45 days** subject nevertheless to the provisions for extension of time.
8. All payments by the Employer under this Contract will be made only at Guwahati.
9. Contractor must comply with the provisions of Payment of Wages Act 1936, Minimum wages Act 1948, Gratuity Act 1972, Stamp Act 1899, EPF Act 1952, ESI Act 1948, Payment of Bonus Act 1965 etc. & all applicable statutory rules/ guidelines. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Employer.
10. Contractor must comply with the compliance of Contract Labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971 & Assam Labour Contract (Regulation and Abolition) Rules 1971 and should display related notice board at the work place.
11. Contractor must comply with provisions of "the Sexual Harassment of women at the work place (Prevention, Prohibition and Redressal) Act 2013". The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The contractor needs to provide a complete and updated list of the work-personnel that will be deployed in the work place.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Guwahati and only Courts in Guwahati 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. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer's (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.

15. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.

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

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

(If the Contractor is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised 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 herein above written.

(If the Contractor is a Company)

**Signature Clause**

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of Shri .....  
..... (Name and Designation)

In the presence of

Witnesses-

1) .....

Address: .....

2) .....

Address: .....

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





SIGNED AND DELIVERED BY

.....

Witnesses-

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 their sealing clause in the Articles of Associations.

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

Directors who have signed these presents in taken thereof in the presence of

1) .....

2) .....

If the Contractor is signed by the hand of Power of Attorney, whether of a company or an individual

SIGNED AND DELIVERED BY

The Contractor by the hand of Shri/ Smt./ Ms. .... And duly constituted attorney.



## General Instructions to Contractors

### LIMITED - Tender Only

- 1) Tenders by e-tendering process via **MSTC Portal (New Common Portal)** are invited for the **“Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's Main Office Premises, RBI Guwahati”**.
  - 2) The work is estimated to cost **₹14,49,080/-** and is to be completed within **45 calendar days**.
  - 3) **This is a LIMITED short notice e-TENDER. Only those bidders/vendors who are empaneled with RBI Guwahati for such Civil works under the Price Category of “₹10 Lakh - ₹25 Lakh” are eligible to participate in this e-tender process.**
  - 4) Tender form can be downloaded for viewing from RBI website [www.rbi.org.in](http://www.rbi.org.in) or [www.mstcecommerce.com](http://www.mstcecommerce.com) from 17:00 Hours on July 05, 2024.
  - 5) Interested vendors/firms can participate in e – Tender after getting registration with ([www.mstcecommerce.com](http://www.mstcecommerce.com)). Online Part I – Techno-Commercial Bid and Part II–Price Bid shall be opened through ([www.mstcecommerce.com](http://www.mstcecommerce.com)) and applicable transaction charges must be paid by the firm.
  - 6) Tender in prescribed format shall be uploaded only through MSTC website. No tender will be accepted through hard copy or email. Part-II of the tender will contain no conditions but Tenderer's Price Bid, Bank's Schedule of quantities, tender drawings, if any, only
  - 7) The pre-bid meeting for the work is scheduled to be held on July 09, 2024 from 11:00 AM at Bank's Main office Building. Interested bidders are advised to participate in the meeting.
  - 8) **Successful bidder shall be required to submit an Earnest Money Deposit (EMD) of 2% of the Contract amount in the form of Demand Draft/ Bank Guarantee issued by a scheduled bank in the Bank's standard pro-forma as per Annexure I in favor of “Reserve Bank of India, Guwahati”.**
- OR, The EMD can be deposited through NEFT in favor of Reserve Bank of India, Guwahati in A/c No. 8692299 & IFSC Code: RBIS0GWPA01.**
- 9) Part-I &2 of the tenders will be submitted by the Tenderers in MSTC portal. The same will be opened by RBI on **July 19, 2024 from 15:00 Hours**. Those tenderers who would like to depute their representatives, may depute their representatives to Estate Department, Reserve Bank of India, Station Road, Pan Bazar, Guwahati- 781001 for the same.
  - 10) The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
  - 11) 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.

## 12) Preparation of the Tender:

- a) The tenderer must use only the forms issued by the Bank to fill in the rates (wherever applicable)
- b) Tender form must be filled in Hindi/English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
- c) Rates (wherever applicable) should be quoted both in figures and words in the columns specified. No advice of any change in rate or conditions after the opening of the tender will be entertained.
- d) 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.
- e) 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.

13) **Contract Agreement:** On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within ten days thereof the successful tenderer **shall sign an agreement on ₹5000/- stamp paper (if the contract amount is more than ₹10 Lakh) in accordance with the draft agreement and the Schedule of Conditions** but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

## 14) Earnest Money Deposit (EMD):

- a) **The successful bidder has to submit an EMD amount equals to 2% of contract value within 10 days from the date of issuance of work order through NEFT (Beneficiary Name: Reserve Bank of India, Guwahati. A/c No. 8692299 & IFSC Code: RBIS0GWPA01) or in the form of Demand Draft/ Bank Guarantee as per [Annexure-I](#).** This amount will be retained by the Bank till the virtual completion of the work and certification of the Bank's Engineer. **This amount so retained will be released by the Bank after virtual completion of the work and certification of the Bank's Engineer. The amounts retained by the Employer shall not bear any interest.**
- b) Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.



### **15) Performance Bank Guarantee (PBG) / Security Deposit (SD):**

a) Performance Bank Guarantee (PBG) as security deposit for completion period: Upon receipt of intimation from the Bank/Employer of the acceptance of his/their tender, the successful tenderer shall furnish an amount equal to **5% (Five percent) of the contract value** in the form of a Performance Bank Guarantee (PBG) from any scheduled Bank in the form prescribed by the Bank as per ([Annexure-II](#)) towards security deposit for the execution and due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially 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. Such **Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order.**

*Submission of PBG shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.*

The PBG will be revoked / en-cashed and forfeited to the Bank if the successful tenderer fails to satisfactorily perform the contract.

(b) In addition to the Earnest Money Deposit/PBG, as further security for the due fulfillment 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 as Retention Money. This total amount (PBG + Retention Money) will be termed as Security Deposit.** This security deposit will be released by the Bank after rectification of the defects pointed out during the Defects Liability Period (DLP) of twelve months from the date of completion of work. The amounts retained by the Employer shall not bear any interest.

(c) In case the Contractor so requests, the Security Deposit will be held in the form of a Bank Guarantee of an approved Scheduled Bank in the pro-forma to be approved by the Employer ([Annexure III](#)). After the successful completion of the defect liability period and/or after all the defects pointed out during the Defects Liability Period of twelve months are rectified to the satisfaction of the Employer/Architect, the amount to be held by the Bank by way of Bank Guarantee will be released.

(d) 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 and/or from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good by a demand draft/NEFT of value equal to the amount so deducted.

### **16) Return of PBG / Refund of SD:**

The Security Deposit (PBG + Retention Money) shall be released 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.

**17) Assignment / Sub-letting the contract:**

a) 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.

b) 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.

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.

18) **Safety Code:** The contractor shall strictly comply with the provision of safety code annexed hereto.

**19) Completion Time Period:**

a) **Time allowed for completion of the work is 45 calendar days** 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.

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.

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

**20) Liquidated Damages:** 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 **₹518/- per day subject to a maximum of 10% of the accepted contract amount.**

21) 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 trader 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 purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect therefore. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

## **22) Basic Prices:**

a) Wherever the basic price 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 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. Contractor's overheads and profits shall not be considered on the cost difference.**

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

## **24) Tenderer to inform himself/ herself/ themselves fully:**

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.

b) The tenderer shall be deemed to have carefully examined the work and site conditions including the labour, 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.

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.

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

26. 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.

27. The rates quoted in the tender shall include all charges for supply, installation (assembly), testing, packing, handling, and transport for all supplies. The rates shall include storage, watch, and ward, temporary structures, lighting at night, tools and tackles, labour and other services for erection and commissioning works.

28. The rates shall also be firm and shall not be subject to exchange variations, labour Condition, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates IGST, CGST, SGST, GST, sales tax, VAT (value added tax), excise duty, customs duty,

octroi work contract tax, Service tax and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No claim in respect of IGST, CGST, SGST, GST, sales tax, sales tax on works contract, Service tax, excise duty, customs duty, VAT, Octroi or other tax or duty or levy whether existing or future shall be entertained by the Employer. Bill of the Contractor, Supplier, Vendor shall be as per the GST requirements and compliances.

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

30. 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.

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

### **32. Errors, Omission and Descriptions:**

(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.

(b) In case of difference between the rates quoted 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.

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

(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, Guwahati 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.

### **33. 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 whatsoever,

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.

### **34. Labour Laws:**

(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 laborers employed by the contractor 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.

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

### **35. Non-Disclosure:**

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 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.

### **36. Prevention of Sexual Harassment of women at work places:**

(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.

(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.

(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.

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

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

**37. Debarment / Disqualification:** A bidder is liable for debarment / disqualification from bidding on the following grounds:

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

i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

ii) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

iii) Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

iv) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

v) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract which can affect the decision of the procuring entity directly or indirectly.

vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

vii) Obstruction of any investigation or auditing of a procurement process.

viii) Making false declaration or providing false information for participation in a tender process or to secure a contract.

ix) Failing to disclose any previous transgressions made in respect with any public institution/ entity in India or any other country during the last three years or being debarred by any public procuring institution / entity.

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

c) If the bidder has been convicted of an offence under

(i) the Prevention of Corruption Act, 1988; or

(ii) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of The Contractor:**



## **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 charges @ 0.25 % of contract value which shall be deducted from all the bills. The Contractor must 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 charges @ 0.5 % of contract value which shall be deducted from all the bills. The Contractor must 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 times when the work is in progress.
6. The intending bidder can obtain any clarifications regarding the tender drawings, specifications etc. from the office of the Regional Director, Reserve Bank of India, Estate Department, Guwahati 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 must 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 daytime 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 building 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 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., may be 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 Bank's verification. The contractor should get the purchase rate 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 brand, 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 contractor will be required to plan and organize manpower and resources in a manner that the entire work is 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 occupants of the office. 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 the site in an unsupervised manner.

24. The contractor shall submit the names and personal details of the 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 10 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 manpower/ 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 10 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 fortnightly 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 the following:  
a) Progress for the previous fortnight and the planning for the next fortnight along with a few photographs of work in progress and materials received during the fortnight and expected to be received during next fortnight.



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 items statement

e) Statement indicating various tests conducted during the fortnight and planned for the next fortnight.

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's daily attendance register

g) Approved detailed schedule/ Bar chart and approved modifications of the same, if any.

h) Signed Minutes of fortnightly 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. Payment of Bills by the Bank The payment of bills by the Bank shall be made after the successful execution of the work and on submission of Bills complete in all respect. It shall be the endeavour of the Bank to settle the bills at the earliest possible time. Final bill will be paid within 3 months after virtual completion and Bank's Engineer's certification of satisfactory work.

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 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 arrangements to protect the glazing, vehicles, occupants etc. by barricading/ covering the work area suitably with ply-boards/ 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.

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of The Contractor:**



## 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. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
  6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
  7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
  8. Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
  9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
  10. i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.  
  
(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 is dry rubbed and scrapped.
1. 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.
  2. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect conditions.
  3. 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.





4. 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.

### **Electrical Safety**

1. All the workers, supervisors should wear proper PPE (Personal Protective Equipment) while carrying out the works in the premises. Electrical Safety shoes & safety helmet is compulsory, otherwise, the work / respective workers shall not be allowed to do the work.

2. The electric power required for the work can be drawn only from the authorized supply points available at site. The contractor must make his own arrangements to take the supply to the requisite position. It will be ensured by the contractor, that such arrangements should include suitable length electric cables / extension board with proper ELCB/RCCB/RCBO (Earth Leakage Protection Device) equipment. Preferably joints should be avoided, and if compulsorily needed, all the required joints shall be properly insulated. It will be ensured by the contractor that the entire work site is properly illuminated at all time when the work is in progress. All the electrical related works shall be carried out by an authorized electrician. Wired light fittings should not be taken to inaccessible areas like above false ceiling etc. and instead of that portable battery-operated charging lights shall be used

3. Necessary barricading and signage boards in good quantity shall be fixed at proper locations of the work site.

4. Inverted V type signage shall be kept showing "Under Maintenance – Estate Department" whenever maintenance works go on for the lifts, electrical panels etc.

5. All the works including AMC works should have insurance policies and shall be properly maintained.

6. Do's & Don'ts in terms of Electrical safety to be shared to all the workmen.

7. Contractors should have periodical briefings (pep talks) with their workers about electrical safety.

8. Aluminum / steel ladders should have proper rubber insulation on its legs. And if required, these ladders shall be kept on electrical safety rubber mats and then use them to prevent electrical shocks.

9. Industrial safety training including electrical safety for construction/renovation works, Office premises etc., may be given periodically to the contractors, workers, technical & general staff etc. by professionals / experts like L&T training center etc.

**Place:**

**Name & Address of the Contractor:**

**Date:**

**Sign & Seal of the Contractor:**



## THE CONDITIONS HEREINAFTER REFERRED TO

**1. Interpretation Clauses:** 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.

**2. "Employer":** shall mean the Reserve Bank of India and shall include its assigns and successors.

**3. "Contractor" in the case of a Partnership:** "Contractor" shall mean \_\_\_\_\_ 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 a deceased partner.

**In the case of Individual:** "Contractor" shall mean Shri \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representative.

**In the case of Company:** "Contractor" shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.

**4. "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.

**5. "This Contract":** shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.

**6. "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.

**7. "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 Act.

**8. "Net Prices":** If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of 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.

**"The works"** shall mean the **"Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's Main Office Premises, RBI Guwahati"** as provided herein.

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

9. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the direction 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 instruction, details, directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to:

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

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

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 Employer's Engineers.



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

- (a) The co-ordination, scheduling and management of work of component suppliers,
- (b) Provide materials as specified in the technical specifications.
- (c) Assembly, installation and commissioning of all items as specified and handing over the site after completion of work as specified in clean condition to the Employer.

**Contractor's Duties:** 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 contractors. Do not employ unskilled persons in assigned tasks. Variations should be approved by Employer.

**11. Variations to be approved by Employer**

The Contractor shall submit the employer 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.

**12. Schedule of Quantities and Agreement**

The Contract shall be executed in duplicate 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 Employer one copy of each of the specification.

**13. Work Sequence:**

The successful bidder 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 site and will complete all work in accordance in 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.



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

- a) Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- b) Unreasonable encumbrance of the site with materials or equipment should be avoided.
- 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 areas needed for operations

**15. Contractor to provide everything necessary at his/her cost**

The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the 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.

**16. No Disruption to Normal Building Functions:**

- a) This work 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.
- b) If the contract includes works, which will 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.
- c) 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.
- d) The Contractor shall take due care for protection of the work and Employer's property



## **17. Authorities Notices and Patents**

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, given to the Employer 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 byelaws in question, and any variation so necessitated shall be dealt with under clause 13 hereof.

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

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

## **18. Setting out of Works**

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for 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 Employer.

## **19. Material and workmanship to conform to descriptions**

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's 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's may require.

## **20. Contractor's superintendence and representative on the works**

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time when works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions,



explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

## **21. Dismissal of workmen**

The Contractor shall on the request of the employer, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Employer.

## **22. Access to works**

The Employer, and their respective/representatives shall at all 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, and their representative necessary for inspections and examination and test of the materials and workmanship. Any person not authorized by the Employer, except the representatives of public authorities, shall not be allowed on the works at any time.

## **23. Junior Engineer / Assistant Manager (Tech)/ Manager (Tech)/ Assistant General Manager (Tech) Assistant General Manager (ED)**

The term "Junior Engineer" / "Assistant Manager (Tech)" / "Assistant Manager (ED)" / "Assistant General Manager (Tech)" / "Assistant General Manager (ED)" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (T) / Manager (T) every facility and assistance for inspecting the works and materials and for checking and measuring.

The Junior Engineer/ Assistant Manager (Tech), or any representative of the Employer shall have to give instructions 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 employer is obtained. The work will from time to time be examined by the Junior Engineer / Assistant Manager (Tech) or the Employer's representative, 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 instruction only from the Employer.

## **24. Assignment and Sub-letting**

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the contract or any part share thereof or any interest therein without the prior written consent of the Employer, and 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.



## **25. Alterations/addition/omission etc.**

No alteration, 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 in writing 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 or make any alterations or additions or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omission shall in all cases to be determined by the Employer in accordance with the provisions of Clause 27 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

## **26. Schedule of Quantities**

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

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 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.

## **27. Sufficiency of Schedule of Quantities**

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

## **28. Measurement of works**

The following procedure shall be adopted for taking & recording the Measurements of works:

- i. The measurements shall be recorded and entered in computerised format in the first instance by the contractor, and a hard copy shall be submitted to the department. All entries shall be made exactly as per the extant procedure for recording conventional MBs.
- ii. These measurements shall be then 100% checked by the junior Engineer/ AM (Tech). If Junior Engineer/ AM (Tech) is not available, the AM (Tech) / Mgr. (Tech) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerised measurements and submit to the department, the corrected computerised measurement in the form of a book, duly hard bound with its page machine numbered. All the pages of this computerised MB shall have full signature





- with date of the authorised official of the contractor and the official of the bank with name and designation.
- iii. The test checking of these computerised measurements shall be carried out by the concerned officials as per extant instructions. This book shall be treated as computerised Measurement Book.
  - iv. The computerised MB given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over- writing. In case of any error, the computerised MB shall be cancelled and the contractor shall re-submit a fresh computerised MB, duly incorporating all corrections. This should be done before the corresponding bill is submitted to the department for payment.
  - v. The concerned official shall record the necessary certificates for their checks and test checks as per the extant procedure in the computerised MB. It shall be the responsibility of the concerned officials to ensure that all the corrections have been incorporated in the computerized MB before they record their certificates.
  - vi. The computerized MB shall be allotted a serial number as per the register of computerised MB to be given by the Bank to the contractor.
  - vii. All the pages of the Finalised computerizes MB shall have full signature with date of the authorised official of the contractor and the official of the bank with name and designation.
  - viii. All measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications. Should the Contractor not attend or neglect or omit to take the measurements then the measurements taken by the Bank's Engineer or a persons approved by him shall be taken to be correct measurements of the works.

**All Unauthorized extra works, omissions and all variations made without the Bank's Engineer's knowledge, or subsequently sanctioned by him/ her in writing (with the prior approval in writing of the Bank) shall not be included in such measurements.**

#### **29. Prices for extras etc. ascertainment of**

The Contractor may, when authorized and shall, when directed in writing by the Employer, add or 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 employers 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 Employer or by the authority of the Employer. Any such extra is herein referred to as authorized extra and payment shall be made in accordance with the following provisions:

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



the work priced therein. Rates for all items, wherever possible should be derived out of the rates given in the Priced Schedule of Quantities

(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) hereof.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the employer, the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper with the prior approval in writing of the Employer.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule 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 Employer, the workmen's names) and materials employed be delivered for verification to the Employer, or his representative at or before the end of the week following that in which the work has been executed.

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

(f) The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works.

### **30. Unfixed Material When Taken into Account to be the Property of the Employer**

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

### **31. Removal of improper work**



The Employer, shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer, are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials, and the workmanship not in accordance with the Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, 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 Employer, 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.

### **32. Defects after Virtual Completion**

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 Employer, from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained 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 Contractor employed on the works the Contractor shall be liable to make good and been subject to the provisions of this Tender Document. 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 Employer.

### **33. Certificate of Virtual Completion and Defects Liability Period**

The works shall not be considered as completed until the Employer has certified in writing that the work has been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.



### **34. Nominated Sub-Contractors**

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 Employer'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.

### **35. Other persons employed by Employer**

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.

### **36. Insurance in respect of Damages to Persons and Property**

The contractor shall be responsible for all injury or damage to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the 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 the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damages consequent upon such claims.

**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 insurance company approved by the employer, an All Risks Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the Employer and the Contractor (the name of the Employer "Reserve Bank of India" being placed first in the insurance 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 damages of every sort mentioned in this clause, so as to deliver up 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 or third parties.

**The contractor shall indemnify the Employer against all claims which may be made against the Employer by any person/ any 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 expenses 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 Employer "Reserve Bank of India" being placed first in the insurance policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.**

**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 statutes 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 expense 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 Employer "Reserve Bank of India" being placed first in the insurance policy) against such risk and deposit such policy or policies with the Employer from time to time during the currency of the contract.**

**The minimum limit of the coverage under the "Third Party Insurance Policy" shall be**



**Rs. 2 Lakh per person for any one accident or occurrence and Rs. 5 Lakh in respect of damage to property for any one accident or occurrence.**

**In case of the non-submission of Insurance policies as per the Tender conditions, the Bank will obtain the policy and recover the charges/ premium amount from the bill submitted by the vendor.**

The Contractor shall be responsible for any Liability which may be excluded from the insurance policies referred to above and also for all other damages to any person, animal or any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of all and any costs, charges or expenses arising out of claim or proceedings of damage arising there from.

In default of the contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor. The contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the Employer against contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the contractor under this clause.

The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event, all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of rebuilding 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 affect, for their respective portions of the works a similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated sub-contractor to commence work at the site unless said insurance policies are submitted. In the event of failure of the sub-contractor to take out such policy or policies of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

### **37. Date of commencement and completion**

The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Employer and



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

### **38. Damage for non-completion;**

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "**Liquidated Damages**" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The 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.

### **39. Delay and Extension of Time**

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, than through the Contractor's own default or (d) by the works or delays of other Contractor or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Employer's instructions or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trade or (g) in consequence of the Contractor not having received in due time necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer 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 Employer may 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.

#### **40. Failure by Contractor to comply with Employer's Instructions**

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further Employer'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 Employer's Engineer as a debt or may be deducted by him from any money due to the Contractor.

#### **41. Termination of Contract by the Employer**

If the Contractor being an individual or a firm commits any "Act of insolvency", or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the 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 Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

Or

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

Or

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

Or

shall assign or sublet this Contract without the consent of the Employer in writing of the Employer firsthand 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 Employer shall certify in writing that the Contractor

(i) has abandoned the Contract,





or

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

or

(iii) has failed to proceed with the works with such diligence and failed to make such progress as would enable the works to be completed within the time agreed upon,

or

(iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions

or

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving 07 (seven) days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises 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 Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (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 Employer shall be the final and conclusive between the parties.



## **42. Termination of Contracts by Contractor**

If the payment of the amount payable by the Employer under Certificate of the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issues of any such Certificate, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works, executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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

## **43. Certificate of Payments**

a) The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Employer to the Contractor on account of the works executed when in the opinion of the Employer, works 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, subject, however to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building.

b) 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 by the Employer in accordance with the Certificate to be issued by the Employer, the sum of money named in the Appendix as "Installment after virtual Completion" being a part of the said total retention money. And the Contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the 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 as after the expiration of such period as the works have been finally completed and all 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 or after their completion shall not relieve the Contractor from his liability under the Clause or relieve the Contractor of his liability in case of fraud, dishonesty, or fraudulent concealment relating to the works of materials or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Employer 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.

b) Site Engineer, pending test checking of work and measurements, checking of details, arithmetical accuracy and certification by the competent authority.

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

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

e) No Certificate of payment shall be issued by the Employer if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

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

#### **44. Matter to be finally determined by Employer**

The decision, opinion, direction, Certificate determined by Employer shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the employer or any refusal of the Employer to give any of the same, shall be subject to the right of Arbitration and review under clause 43 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Employer.

#### **45. Settlement of disputes by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state his decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated under the above mentioned clauses hereof. But if either the Employer or the Contractor be dissatisfied, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer of any Certificate to which the Contractor



may claim to be entitled then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Employer requiring 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 in 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, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be shall be deemed to have been revoked and arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or the Arbitrators as the case may be.

Upon every or any such reference, the cost of and 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 attorney and client or as between party and shall direct by whom and to whom and in what matter 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, as the case may be, is given abide by the decision of the Employer and no Award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

The venue of arbitration shall be Guwahati, Assam, India.



#### **46. Right of Technical scrutiny of final bill**

The Employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the Employer and the final bill of the Contractor including all supporting vouchers, abstracts etc. If as a result of this 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".

#### **47. Employer entitled to recover compensation paid to workman**

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 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.

#### **48. Abandonment of works**

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the 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.

#### **49. Return of surplus materials**

Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or license or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the prior written permission of the Employer and return them to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the conditions of the materials, the price to be determined should not exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all



money, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

#### **50. Right of Employer to terminate Contract in the event of Death of Contractor, if individual**

Without prejudice to any of the rights or remedies under this Contract, if the Contractor being an individual, dies the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

#### **51. Accident Reports**

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.

#### **52. Non-Disclosure Clause**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/ equipment etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the 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.

**53.** Contractor must comply with the provisions of Payment of Wages Act 1936, Minimum wages Act 1948, Gratuity Act 1972, Stamp Act 1899, EPF Act 1952, ESI Act 1948, Payment of Bonus Act 1965 etc. & all applicable statutory rules/ guidelines. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Employer.

**54.** Contractor must comply with the compliance of Contract Labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971 & Assam Labour Contract (Regulation and Abolition) Rules 1971 and should display related notice board at the work place.



## **55. Prevention of Sexual Harassment of women at work places**

- 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.
- 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.
- 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.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

### **Special Conditions of the Contract**

#### **56. Project Team:**

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

#### **57. Progress of Work**

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

#### **58. Project Documentation:**



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.

### **59. Marginal Notes**

The Marginal Notes in the catch lines hereto and in the annexure 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 annexure hereto. The Contractors will have to carry out and complete the said work in every respect in accordance with this contract.

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of The Contractor:**





**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 the section Conditions Hereinafter Referred To”
2	Period of Final Measurement	3 months from the date of virtual completion
3	Date of commencement	10 <sup>th</sup> day from the date of issue of work order
4	Date of Completion	<b>Date of virtual completion</b>
5	Completion Period	<b>45 days</b> from the 10 <sup>th</sup> day of issuing work order
6	Rate of liquidated damages	<b>₹518/- per day</b> of delay subject to maximum of 10% of the contract value, in terms of clause of the General conditions of Contract
8	Retention percentage	5% from Each bills
9	Security Deposit	PBG + Total Retention Money
10	Amount to be refunded after virtual completion	Amount equal to EMD (2% of contract amount)
11	Security Deposit to be refunded after defect liability period	Subject to satisfactory services and satisfactory rectification of all the defects developed and pointed out to the contractor during the said DLP.
12	PBG	PBG The successful tenderer at the time of agreement must submit a Bank Guarantee (Hard Copy) amounting to 5% of contract value for due to fulfilment of the work as a whole. The same PBG will be returned to the vendor after DLP Subject to satisfactory services and satisfactory rectification of all the defects developed and pointed out to the contractor during the said DLP



## GENERAL CONDITIONS

1. **Scope of Work:** The scope of work covers Renovation of staircase (Main Entrance) Ground to terrace level Main Office Premises RBI Guwahati” for the Reserve Bank of India in accordance with drawings and specifications prepared by and under the direction and to the satisfaction of the Bank.

2. **Contract:** The form of contract shall be according to the printed form “conditions of contract”. The following clauses shall be considered as an extension and not in the limitation of obligation of the contractor.

All-important drawings are to be mounted on boards and placed in racks and indexed.

3. **Dimensions:** Figured dimensions are in all cases to be accepted in preference to scaled sizes. Large scale details take precedence over small scale drawings. In case if discrepancy the contractor is to ask for clarification before proceeding with the work.

4. **Contractor to include in his/her rates:** The Contractor shall include all the items while forming the rate.

5. **Contractor to inspect site:** The Contractor shall visit and examine the site of work 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 work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or the grounds 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 site or efforts in compiling the tender shall be borne by the Tenderer and no claims for the reimbursement thereof shall be entertained

6. **Access to Site:** The contractor is to include in his rates for forming access to the site, required for the works.

7. **Setting out:** The contractor shall set out the works in accordance with the plans. All grid/center line shall be marked out to the satisfaction of the Employer. The contractor shall be responsible for the correctness of the lining out and any inaccuracies are to be rectified at his own expenses.

8. **Treasure Trove: (If Applicable):** Should any treasure, fossils, minerals, or works of art of a queried interest be found while carrying out the works, the contractor shall give immediate notice to the Employer of any such discovery and shall hand over such find to the Employer.

9. **Access for Inspection:** The Contractor is to provide at all times during the progress of the works and the maintenance period proper means of access, with ladders, etc. and the



necessary attendance to move and adapt as directed for the inspection of measurement of the works by the Employer.

**10. Cost of Transporting:** The contractor shall allow in his own cost for all transporting, unloading, stacking and storing of supplies and goods and materials for this work on the site and in the places approved from time to time by the Employer. The contractor shall allow in his price for transport of all materials (controlled or otherwise) to the site.

**11. Materials, Workmanship and Samples:** Materials shall be of approved quality and the best of their kind available and shall generally conform to I.S. Specifications. The contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead of requirements for use in the work. The work involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the Employer. Rates for Non-Tender Items:

12. Rates of items not included in Schedule of quantities shall be settled by the Employer as mentioned in the variation clause of the Contract conditions.

**13. Rates to include:** The rates quoted shall be for all leads and lifts and finished work.

**14. To ascertain from Contractor for the other Trades:** The Contractor shall ascertain from other contractor as directed by the Employer 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 consequence of any neglect by the contractor to ascertain these particulars beforehand. Before ordering materials, the contractor shall get the sample approved from the Employer well in time.

**15. Testing of Work and Material:** The contractor shall arrange to test the materials to be used for the work as decided and directed by the Employer, at his cost in order to prove their soundness and efficiency. Before sending the samples of materials for testing, the samples shall be sealed and signed jointly by the contractor and the representative from the Employer and each sample shall be given distinct identification mark. On receipt of various test reports, proper record shall be maintained for all the test carried out showing respective identification

marks of the samples and results. If after any such tests, the work or portion of works is found to be defective or unsound in the opinion of the Employer the contractor shall pull down and redo such works at their own cost. The materials found to be defective or declared unsound or not conforming to specifications etc., after testing, shall be immediately removed from the site by the contractor.

In case, the contractor fails to get the work / portion of works / materials tested at appropriate time, the Employer will arrange for getting such testing done and all testing charges and other incidental expenditure incurred by the Employer in connection with such tests shall be recovered from the Contractor.

After any such tests, the work or portion of works is found to be defective or unsound in the

opinion of the Employer, the contractor shall pull down and redo such works at their own cost. The materials found to be defective or declared unsound or not conforming to specifications etc., after testing, shall be immediately removed from the site by the contractor.

**16. Clearing of Site:** As work is to be carried out in office premises the contractor shall remove debris and clean the premises at the end of every day on his expense and maintain the area in clean and tidy conditions.

**Place:**

**Contractor's Name & Address:**

**Date:**

**Contractor's Signature & Seal:**



## **SPECIAL CONDITIONS AND INSTRUCTIONS FOR WORK**

Tenderer may specially note the following:

1. The work involved in this contract is for the renovation of flooring. Offices of the Bank will be functioning in this Building 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 offices 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.
4. No debris shall be stored or stacked in any area other than the area designated by the Employer/ 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 attending to Court Summons etc.
5. No movement of materials including debris into and out of the premises shall be permitted without the requisite formalities. Contractor will keep the Employer/ Bank advised about the movement of materials/debris.
6. No worker of the contractor 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, machines, cooler 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:**

**Contractor's Name & Address:**

**Date:**

**Contractor's Signature & Seal:**



## TECHNICAL SPECIFICATIONS

### **1. Scope of work:**

The scope of work covered under this contract comprises the civil work and masonry works in connection with renovation of staircase from the Ground floor to terrace level of main office building Guwahati.

### **2. Materials and workmanship**

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

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**



**LIST OF APPROVED MATERIAL AND SUPPLIERS**

<b>S/N</b>	<b>Materials</b>	<b>Approved Manufacturer / Brand name</b>
1.	Cement	Ultratech,ACC,Ambuja,Dalmia or approved equivalent
2.	Stainless Steel	Jindal, Hindalco or approved equivalent SS304 grade
3.	Steel	Tata, Sail or approved equivalent
4.	Glass	Saint Gobain, Modi Guard or ISI approved equivalent
5.	Ply board	Century, Dura, Green etc. or any other equivalent approved

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of the Contractor:**



Annexure-I

Draft of Bank Guarantee for Earnest Money Deposit

(To be stamped as Security Bond)

\_\_\_\_\_

In consideration of Reserve Bank of India, Guwahati (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 "**Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's Main Office Premises, RBI Guwahati**" (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 filled 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.

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of the Contractor:**



**Annexure-II**

**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) **2024** 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

Name: .....

Address: .....

Signature: .....

WITNESS-II

Name: .....

Address:.....

Signature: .....

Annexure-III

**PRO-FORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

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

Regional Director  
Reserve Bank of India  
Estate Department  
Guwahati-781001

Date:  
Place:

Madam,

**Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level, Main Office  
Premises, RBI Guwahati**

**WHEREAS**

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at GUWAHATI (hereinafter called the 'Employer') has invited tenders for the work "**Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level, Main Office Premises, RBI Guwahati**" (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/-(Rupees only) towards satisfactory performance on Comprehensive AMC as per the tender.

2. M/s \_\_\_\_\_(hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH**

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

2. Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee.

This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that -

- a) Any forbearance or commission on the part of the Reserve
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein above on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of Bank.  
(Authorized official with seal)



**UNPRICED SCHEDULE OF QUANTITY**

**Name of the Work: Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's Main Office Premises, RBI Guwahati**

<b>S/N</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>
1.	Carefully dismantling and removing the existing marble/kota stone/ mosaic/granite/skirting in situ flooring along with bed mortar/cement plaster to required depth for carrying out the work for item no 2, Quoted rate shall be inclusive of making good with putty paint the damages matching to the surrounding surfaces, removing the malba/debris (excluding marble) outside the premises on daily basis and disposing the same as per local administration/municipality rules & regulation.	225	Sqm
2.	Granite WORK: Landing, steps and Riser and Dado: Providing & fixing in staircase landing / steps/riser jambs, sill, borders, tread, floor of stair case, etc. 15mm to 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing , curing and polishing etc. one side mirror polished granite slab / or any other type of marble / granite etc. pattern as approved by the Bank, will be selected keeping in view basic price of granite, approved colour/material in proper line & level and required slope after complete dismantling of existing bed mortar. Quoted rate should include the cost for providing & making necessary moulding, grinding, polishing etc. on all edges as per site need. Rates are inclusive of curing, scaffolding, form work and every tread shall be provided with antiskid grooves and nosing as directed by Engineer-in-charge. The Reserve Bank of India may select any material as per site need on higher or lower basic prices). Quoted rate should include the cost of necessary taking out the debris out of premises as per direction of Bank's Engineer-in-	225	Sqm

	<p>charge and dumped as per local administration / municipality rules &amp; regulation and including scaffolding, tamping, curing, cutting of granite in narrow or required width for skirting, double moulding etc. curing, lifting, carting away debris out of Bank's premises, mending good the damages as per surroundings etc. and all complete as directed by Bank's Engineer-in-charge. Wherever needed 20-30mm of 1:2:4 PCC to make surface smooth shall be done.</p> <p>Note: Actual Measurements (plan area of floor, skiting, tread, dado) of exposed area shall be taken and paid for executed item. The treads should have to be laid in one piece of granite in entire width, at minimum joints work may be done. The floor should have anti skidding (minimum three) groove marks will be made as per Bank's instruction of the Bank. The contractor will be provided indicative sketch, working drawings as per site requirement and as per direction of Bank's Engineer, shall be got prepared by the successful bidder without any extra cost. in consulting with Bank's Engineer-in-charge.</p> <p>Basic rate of granite exgodown at Guwahati shall be taken as Rs 2580/ SqM excl. GST.</p> <p>No extra charge shall be paid for BORDERS or any kind of design pattern work execution in the landing as per drawing, carting away debris out of Bank's premises, mending good the damages as per surroundings and stacking the usable material in a suitable place after consulting with Bank's Engineer-in-charge.</p>		
3.	<p>Extra for providing and fixing pre finished Double nosing to treads of steps of Granite stone in approved pattern and style as directed by Engineer-in-charge. (The length of nosing shall be considered as double for double nosing while calculating the actual measurement of double nosing in Granite)</p>	252	Rmt
4.	<p>Staircase SS Glass railing :Providing and fixing stainless steel (Grade 304) Glass railing approx. height 800 mm made of Hollow tubes Hand Rail - 50mm dia SS Pipe 1.5mm Thick, Vertical Baluster - 50mm dia SS Pipe 1.5mm Thick channels, 50 mm</p>	8	Rmt

<p>plates fixed with 6mm anchor etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories &amp; stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-incharge, Installation of Fixed Glazing panels with Fittings of SS-304 Grade Steel of approved manufacturer with glass panel having 12 mm thick clear toughened glass held together with SS- 304 Grade Stainless steel wherever needed all necessary fittings/accessories.</p>		
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**Renovation of Staircase (Main Entrance) Ground Floor to Terrace  
Level of Bank's Main Office Premises, RBI Guwahati**

**e-Tender No: RBI/Guwahati/Estate/14/24-25/ET/170**

**PART-II**

**Note:**

- 1. The bidders have to submit the bid via online mode only through MSTC NEW COMMON PORTAL.***
- 2. In MSTC Portal, bidders are required to submit the Total Amount for each of individual items after multiplying the rates with the quantities involved (including GST and any other applicable taxes & charges).***
- 3. Bidders are advised to not to quote the amount in this document. All amounts must be quoted online in MSTC Portal. All the items in the charts are shown as representational purpose only.***

**(Note: Do not quote the rate/amount in this document. All amounts must be quoted online in MSTC portal. All the items in the charts are shown as representational purpose only)**

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## **SCHEDULE OF QUANTITIES**

### **PREAMBLE**

The rates quoted shall include the following:

1. The item and quantities indicated in the schedule of quantity are tentative and as per need of work and as decided by the Bank certain items/ quantities may not be required to be executed or may be executed with reduction in quantities to any extent. The contractor has to execute items/quantities as per direction of Bank and no claim on this account whatsoever will be entertained by the Bank in respect of non-operation of items/reduction in quantities. It is advised to visit the site, gather the information about work and understand the scope of work well before quoting the rates
2. 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 laborers employed by the contractor 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.
3. The Contractor must comply with the provisions of Payment of Wages Act 1936, Minimum wages Act 1948, Gratuity Act 1972, Stamp Act 1899, EPF Act 1952, ESI Act 1948, Payment of Bonus Act 1965 etc. & all applicable statutory rules/ guidelines. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Employer.
4. Providing for all costs and charges incurred by the contractor complying with all safety health and welfare regulations, appertaining to staff and work people employed on the site.
5. The arrangement of water and electricity required for the work shall be done by the contractor at their own cost. However, the Bank may also consider allowing to contractor to take the water (in case of water supply with the Bank is sufficient during the work) and electricity from the Bank's premises and for these purpose water charges @ 0.25 % and electric charges @ 0.5 % of contract value shall be deducted from all the bills & the contractor has to arrange for suitable length electric wire/extension board with a cut out. The cutting machine etc. shall be arranged by the contractor as per load of the Bank's meter and wires in case if they are will to take use the electricity from Bank's common area. In case if any damage of electric line/electric meter is observed due to work the contractor has to make it good at his own cost, failing on which the Bank will recover the cost of damages from the bill/security deposit of the contractor without further referring the matter to contractor.



6. Necessary charges towards arranging and getting approved the all materials etc. to be used for work with reference to their make, quality, shade, size etc. of materials shall be borne by the contractor. Only approved materials are to be used in above work.
7. The contractor has to arrange for collection & disposal of debris outside from the premises and site is to be kept clean after day-to-day work.
8. The contractor shall ensure validity of the necessary insurance policies and the Bank Guarantees for the extended period of the work.
9. Contractors will have to submit a time bound programme just after the award of the work and get it approved from the Bank before commencement of work.
10. The contractor shall make arrangements for obtaining the necessary work permission / gate passes for bringing and taking out of the materials from the Banks premises including the permission from the authorities.
11. The rates should be inclusive of all relevant taxes like GST, transportation charge, etc. and for all the accessories required for the completion of the work. No extra amount will be paid for whatsoever. All fluctuations in prices of all materials & labour shall be borne by the contractor.
12. The Contractor shall at his own cost arrange for and/or carry out any test of any materials as decided and directed by the Bank. In case, the contractor fails to get the work / portion of works/ materials tested at appropriate time, the Bank will arrange for getting such testing done and all testing charges and other incidental expenditure incurred by the Bank in connection with such tests shall be recovered from the Contractor.

**Place:**

**Name of the Contractor:**

**Date:**

**Address:**

**Sign & Seal of the Contractor:**



**UNPRICED BILL OF QUANTITY**

**Name of the Work: Renovation of Staircase (Main Entrance) Ground Floor to Terrace Level of Bank's Main Office Premises, RBI Guwahati**

S/N	Item Description	Quantity	Unit	Amount (₹)
1.	Carefully dismantling and removing the existing marble/kota stone/ mosaic/granite/skirting in situ flooring along with bed mortar/cement plaster to required depth for carrying out the work for item no 2, Quoted rate shall be inclusive of making good with putty paint the damages matching to the surrounding surfaces, removing the malba/debris (excluding marble) outside the premises on daily basis and disposing the same as per local administration/municipality rules & regulation.	225	Sqm	
2.	Granite WORK: Landing, steps and Riser and Dado: Providing & fixing in staircase landing / steps/riser jambs, sill, borders, tread, floor of stair case, etc. 15mm to 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing , curing and polishing etc. one side mirror polished granite slab / or any other type of marble / granite etc. pattern as approved by the Bank, will be selected keeping in view basic price of granite, approved colour/material in proper line & level and required slope after complete dismantling of existing bed mortar. Quoted rate should include the cost for providing & making necessary moulding, grinding, polishing etc. on all edges as per site need. Rates are inclusive of curing, scaffolding, form work and every tread shall be provided with antiskid grooves and nosing as directed by Engineer-in-charge. The Reserve Bank of India may select any material as per site need on higher or lower basic prices). Quoted rate should include the cost of necessary taking out the debris out of premises as per direction of Bank's Engineer-in-charge and dumped as per local	225	Sqm	

	<p>administration / municipality rules &amp; regulation and including scaffolding, tamping, curing, cutting of granite in narrow or required width for skirting, double moulding etc. curing, lifting, carting away debris out of Bank's premises, mending good the damages as per surroundings etc. and all complete as directed by Bank's Engineer-in-charge. Wherever needed 20-30mm of 1:2:4 PCC to make surface smooth shall be done.</p> <p>Note: Actual Measurements (plan area of floor, skirting, tread, dado) of exposed area shall be taken and paid for executed item. The treads should have to be laid in one piece of granite in entire width, at minimum joints work may be done. The floor should have anti skidding (minimum three) groove marks will be made as per Bank's instruction of the Bank. The contractor will be provided indicative sketch, working drawings as per site requirement and as per direction of Bank's Engineer, shall be got prepared by the successful bidder without any extra cost. in consulting with Bank's Engineer-in-charge.</p> <p>Basic rate of granite exgodown at Guwahati shall be taken as Rs 2580/ SqM excl. GST.</p> <p>No extra charge shall be paid for BORDERS or any kind of design pattern work execution in the landing as per drawing, carting away debris out of Bank's premises, mending good the damages as per surroundings and stacking the usable material in a suitable place after consulting with Bank's Engineer-in-charge.</p>			
3.	<p>Extra for providing and fixing pre finished Double nosing to treads of steps of Granite stone in approved pattern and style as directed by Engineer-in-charge. (The length of nosing shall be considered as double for double nosing while calculating the actual measurement of double nosing in Granite)</p>	252	Rmt	
4.	<p>Staircase SS Glass railing :Providing and fixing stainless steel (Grade 304) Glass railing approx. height 800 mm made of Hollow tubes Hand Rail - 50mm dia SS Pipe</p>	8	Rmt	

<p>1.5mm Thick, Vertical Baluster - 50mm dia SS Pipe 1.5mm Thick channels, 50 mm plates fixed with 6mm anchor etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories &amp; stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, Installation of Fixed Glazing panels with Fittings of SS-304 Grade Steel of approved manufacturer with glass panel having 12 mm thick clear toughened glass held together with SS- 304 Grade Stainless steel wherever needed all necessary fittings/accessories.</p>			
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