



भारतीय रिज़र्व बैंक  
Reserve Bank of India

Internal Plastering Repairs for CENTRE FOR ADVANCED FINANCIAL RESEARCH  
AND LEARNING (CAFRAL)

Estate Office, Mumbai Regional Office, Reserve Bank of India invites limited e-tenders for the captioned work from the **Bank's empanelled contractors** in the trade of 'Civil Works' in the category of ₹ 5 Lakh to ₹ 10 Lakh. The schedule of tender is as follows:

a. e-tender no.	RBI/Mumbai/Estate/ 21 /24-25/ET/ 145
b. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
c. Estimated cost of the work	<b>Rs. 8.85 Lakh</b>
d. Date of NIT available to parties to download (View Tender Time)	<b>July 02, 2024 from 05:00 PM onwards</b>
e. Earnest Money Deposit	NIL
f. Date of Starting of e-Tender for submission of online Techno-Commercial bid and Price bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	<b>July 02, 2024 from 05:00 PM onwards</b>
g. Date of closing of online e-tender for submission of Techno-Commercial bid & Price bid	<b>July 18, 2024 till 2:00 PM</b>
h. Date and time of opening of Part-I (Techno-commercial bid)	<b>July 18, 2024 at 3:00 PM</b>
i. Date and time of opening of Price bid	If no conditions are found after opening of Technical Bid Part-I, then Part-II shall be opened on same day. In the event of any conditions Part-II shall be opened subsequently.

j. Transaction Fee	Rs. 1000 /- plus GST @ 18%  To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.
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The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.



**RESERVE BANK OF INDIA  
ESTATE OFFICE, CAFRAL CELL  
MUMBAI**

## **PART-I (Technical Bid)**

### **QUOTATION FOR**

**Internal plastering repairs for Centre for Advanced Financial Research  
and Learning (CAFRAL)**

Issued to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Last date of submission of e-quotation: July 18, 2024 up to 2.00 PM.**



RESERVE BANK OF INDIA  
ESTATE OFFICE, CAFRAL CELL  
MUMBAI

**Name of Work:** - Internal plastering repairs for Centre for Advanced Financial Research and Learning (CAFRAL)

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## FORM OF QUOTATION

**Regional Director  
RESERVE BANK OF INDIA,  
Estate office, CAFRAL CELL,  
Mumbai – 400 001**

Date:  
Place:

Dear Sir,

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 quotation, 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 and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of quotation, the Articles of Agreement, Special Conditions, Schedule or 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

(a)	Description of work	<b>Internal plastering repairs for Centre for Advanced Financial Research and Learning (CAFRAL)</b>
(b)	Estimated cost	<b>₹ 8,85,000/-</b>
(c)	Earnest Money	<b>NIL</b>
(d)	Percentage, if any, to be deducted from each bill as Retention money (RMD)	5%
(e)	Time allowed for completion of work	Contract period is five months which shall be reckoned from tenth day of issue of the work order.
(f)	Liquidated damages	Rs.316/- per day subjected maximum of 10% of the contract value.

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

3. Our bankers are:

- (i)
- (ii)

4. The names of partners of our firm are: -

(i)

(ii)

Name of the partner of the firm )  
authorized to sign )

or )

Name of person having Power of Attorney )  
to sign the contract. (Certified true copy of )  
the Power of Attorney should be attached) )

(Signature, Name and addresses of witnesses)

1)

2)

Yours faithfully,

**Signature of Bidder**

**ARTICLES OF AGREEMENT**  
**(To be given by successful contractor on Rs.500/- stamp paper)**

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the RESERVE BANK OF INDIA having its Central office at Mumbai – 400 001 (hereinafter called “The Bank”) of the one part and \_\_\_\_\_ (herein after called the “contractor”) of the other part.

WHEREAS THE Bank is desirous of carrying out ‘**Internal plastering repairs for Centre for Advanced Financial Research and Learning (CAFRAL)**’ has caused Drawing and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of Bank’s Engineer.

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 rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS

In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.

The Bank shall pay the contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

The term “Bank’s Engineer” in the said condition regarding execution of the work, quality of construction, quality of materials, progress and completion of the project etc. shall mean the General Manager (Technical), or any other person designated for the purpose by the RESERVE BANK OF INDIA. As far as the operation of the provision under clause 34 of the contract viz. clause relating to settlement of disputes through arbitration, the term “Bank’s Engineer” shall be read as General Manager / Officer – in-charge, of the Estate Department, RESERVE BANK OF INDIA, Mumbai.

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 perform the agreements on their part respectively in the said Conditions contained.

The plans, agreement and documents mentioned herein shall form the basis of this contract.

This Contract is neither a fixed lump sum Contract nor a piece Work Contract, but it is a Contract to carry out the work in respect of “**Internal plastering repairs for Centre for Advanced Financial Research and Learning (CAFRAL)**” to be paid for according to actual measured quantities at the rates contained in the Schedule of quantities or as provided in the said Conditions.

The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to the existing area/structures, etc. after the completion of such works.

The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during 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 of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank because 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 Bank 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.

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal works order as provided for in the said Conditions whichever is later and to complete the entire work within specified time period subject nevertheless to the provisions for extension of time.

All payments by the Bank under this contract will be made only at Mumbai.

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.

The several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

The contractor/agency shall be solely responsible for full compliance with the provision of Sexual harassment of Women at work place under Prevention, Prohibition and Redressal Act 2013. In case of any complaint of sexual harassment against its employee within the premises of Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/agency and the contractor/agency shall ensure appropriate action under the said Act in respect of the complaint.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the bank.

The contractor shall be responsible for any monetary compensation that may need to be paid in case of incident involves the employee of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

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

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

Contractors shall comply with minimum wage Act and labour Act in force. Notices/penalty, if any, issued/ imposed by any statutory bodies in the work due to lapses by the contractor in complying with the statutory norms/ requirements shall be paid by the contractor, without any claim to the Bank.



IN WITNESS WHERE OF the Bank and the Contractor have set their respective hands to these presents and two duplicates thereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual).

IN WITNESS WHERE OF the Bank has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written, (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.....

SIGNED AND DELIVERED BY .....

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

(1) .....

Address.....

(2) .....

Address .....

Witnesses

The COMMON SEAL OF:  
Was hereunto affixed pursuant to the Resolutions passed by its Board of Directors at the meeting held

On .....In the Presence of

(1) .....

(2) .....

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

If the contractor signs under Its common  
seals, the signature clause should tally with  
the sealing clause in the Articles of  
Association

(2).....

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

**GENERAL INSTRUCTIONS TO CONTRACTORS**  
**AND SPECIAL CONDITIONS**

Sealed e-quotations are invited for **“Internal plastering repairs for Centre for Advanced Financial Research and Learning (CAFRAL).**

2.Quotation shall be submitted containing technical and commercial details of the offer and prices only.

3. Quotations shall remain open to acceptance by the Bank for a period of three months from the date of opening of the quotation which period may be extended by mutual agreement and the contractors shall not cancel or withdraw the quotation during this period. The quoted rates shall be valid for a period of three months from the date of opening of quotation.

4. The RESERVE BANK OF INDIA does not bind itself to accept the lowest or any quotation and reserves to itself the right to accept or reject any or all the quotations, either in whole or in part without assigning any reasons for doing so.

6. All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and security deposit if the amount so permits and the contractor shall unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.

7. The Contractor shall not assign the Contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank's Engineer shall serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.

8. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's Engineer if in the opinion of Bank's Engineer and the structural Consultant change have to be made in the design and they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's Engineer's/Bank's decision in such cases shall be final and shall not be open to arbitration.

9. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank's Engineer. Each quotation should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire quotation.

10.The contractors 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 a quotation and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.

11.The rates quoted in the quotation shall include all charges for clearing of site before commencement as well as during and after completion, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and Holidays, temporary, protection of the public and safety of adjacent roads, streets, cellars, vaults, ovens, pavements, walls, houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding, staging etc., as occasion shall require or when ordered to do so, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of Bank's Engineers. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Contractors must include in their quote, any other tax and/or other levy levied by the Central Government or any State Government or local authority, if applicable. The applicable GST shall be added separately over the total cost of the work. No claim in respect of GST or other tax duty or levy whether existing or future shall be entertained by the Bank except if changed by the Central Govt., State Govt or local authorities during the contract period.

12.The Contractor should note that unless otherwise stated the quotation is strictly on item rate basis and his attention is drawn to the fact that rates for each item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account. However, during actual execution of work if the quantities of any of the items of work exceeds by more than 25% of the quotation quantities, the quantities of such items executed, by the authority of the Bank's Engineer of the project in excess of 25% of the quotation quantity shall be considered as an extra item of work for which the contractor shall submit fresh rates supported by rate analysis worked CPWD or on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. The rate for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the quotation.

13.Work shall be completed within contract period of five months, which shall be reckoned from tenth day of issue of the work order. However, quoted rates shall be valid for six months from the date of the opening of the price bid. If the contractor fails to complete the work within the specified period they/he shall be liable to pay LD at the rate of Rs.316/- per day, subject to a maximum of 10% of the contract amount for the entire work.

14.The successful contractor is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates, Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer.

15.The successful contractors should co-operate with the other contractors if appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer.

16.The contractor shall bear in mind that all the works shall be carried out strictly in accordance with the specifications made by Bank's Engineer and also in compliance of the requirements of the

local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.

17. The successful tenderer should make his own arrangement to obtain all materials required for the work. The samples and the literature so submitted by the successful contractor shall be retained until the completion of work. If not submitted, the materials shall be as approved by the Bank. Sample of all fittings and fixtures of materials quoted for the illustrations with descriptive literature on the same shall be submitted by the successful contractor

18. The Contractor shall strictly comply with the provision of safety code annexed hereto.

19. The Security deposit of the successful contractor will be forfeited if he/they fails to comply with any of the conditions of contract.

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

**Place:**

**Signature of Contractor with name, & seal**

**Date:**

**Address:**

**E-mail:**

**Phone:**

**THE CONDITIONS HERE IN BEFORE REFERRED TO**

Interpretation of Clause	1. In the contract (as hereinafter defined) constructing these Conditions, the specifications, Schedule of Quantities and Contract Agreement, the following words an expression shall have the meaning therein assigned to them except where the subject or context otherwise requires:
(a) "Bank"	Shall mean The RESERVE BANK OF INDIA and shall include its assigns and successors.
(b) "Contractor" in the case of a partnership firm	"Contractor" shall mean ..... and ..... 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 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 its heirs, successors and legal representatives.
In the case of company	"Contractor" shall mean ..... ..... a company incorporated under ..... 19..... / 20..... and having its registered office at ..... ..... and shall include his successors and assigns.
(c) "Engineer "	Shall means the person appointed by the Bank to act as Engineer for the purpose of the contract and named as such in the conditions.
(d) "Site"	Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.
(e) "This Contract"	Shall mean the Articles of Agreement, the Special conditions, the Conditions, the Quotation, the letter of acceptance, the Appendix, the Schedule of quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly signed.
(f) specification "	Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
(g) "Bill/ Schedule of Quantities "	Means the priced and completed bill of quantities forming the part of Quotation
(h)"Quotation"	

Means The Contractor's priced offer to the Bank for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.

(i) "Letter of acceptance"

Means the formal acceptance by the Bank of the quotation

(f) "Notice in writing"

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

(f) "Act of Insolvency"

Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(g) "Net Prices"

If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Quotation any sum, either as a percentage or otherwise, then the net price of any item in the quotation shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Quotation 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 quotation. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

(h) "The Works"

**"Internal plastering repairs for Centre for Advanced Financial Research and Learning (CAFRAL)".**

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

Scope of Contract

2. The contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawing and/or written instructions, details directions and explanations which are hereafter collectively referred to as "Bank's Instructions" in regard to:-  
The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.  
Any discrepancy in the Drawings or between the Schedule of Quantities and/ or Drawings and/or Specification.  
The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.  
The removal and/or re-execution of any works executed by the Contractor.  
The dismissal from the works of any persons employed thereupon.  
The opening up for inspection of any work covered up.  
The amending and making good of any defects under clause 19 thereof.  
The Contractor shall forthwith comply with and duly execute any work comprised such Bank's Engineer's instructions provided always that verbal instructions directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer's shall, if

involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by Bank's Engineer's such shall be deemed to be Bank's Engineer's instructions within the scope of the Contract.

Variations to be approved by the Bank

The Contractor shall submit a statement to variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by Bank shall form a supplementary quotation. The Bank shall not be liable for payment of such variations until these statements are sanctioned by it.

Drawings, Schedule of Quantities and Agreement

3. The Contract shall be executed in duplicate and the Bank's Engineer, the Bank and the Contractor shall be entitled to one executed copy of each for his use. The Contractor on the signing hereof shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings and of the specification and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and the Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications. The quoted rates shall be valid for three months from the date of opening of quotation price bid.

Contractor to provide everything necessary at his cost

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

Authorities, notices and patents

5. 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 form the drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause 13 thereof.

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

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



Setting out of works.	6. The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and got approved prior to proceeding of the work. If the contractor fails in their role, any errors/defects it shall be rectified at his own expense to the satisfaction of the Bank's Engineer.
Materials & workmanship to conform to description	7. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out test of any materials as per relevant IS provisions through the reputed laborites prior to use in the work.
Contractor's superintendence and representative on the works.	8. The Contractor shall give all necessary personal superintendence during the execution of the works. The contractor shall also be responsible to maintain day to day consumption of material used in the work, maintaining records of the same, maintaining proper work quality, recording of DRP & DLR, etc. In addition to the above it shall be responsibility of the contractor to deploy additional supervisory team, as felt necessary, for smooth handling of the site from all respect.
Dismissal of workmen.	9. The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer , be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Consultant.
Access to works	10. The Bank, the Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank, the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Bank or the Bank's Engineer except the representatives of public authorities shall be allowed on the works at any time.
Assistant Manager/ Manager	11. The term Assistant Manager (Tech.)/ Manger (Tech.) shall mean the person appointed and paid by the Bank and acting under the orders of the Bank's Engineer to inspect the works in the absence of the Bank's Engineer; the contractor shall afford the Assistant manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Assistant Manager (Tech) nor any representative of the Bank's Engineer shall have power to set out works or to revoke, alter, enlarge or relax and requirements of the Contract, or to sanction any day work, additions, alterations, deviations or omissions, or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Bank.

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

Assignment and Subletting

12. 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 Banks and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

Alterations, additions, omission etc.

13. No alteration, omission or variation shall vitiate this Contract but in case the Bank's Engineer 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 its hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer with the prior approval in writing of the Bank in accordance with the provisions of Clause 17 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be.

Schedule of Quantities.

14. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

Sufficiency of Schedule of quantities

15. The Contractor shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his quotation 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 matters and things necessary for the proper completion of the works.

Measurement of works

16. The Bank's Engineer may from time to time intimate to the Contractor and the Bank that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Agent to assist the Bank's Engineer or the Bank's Engineer's representative or the Assistant Manager (Tech)/ Manger (Tech.) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

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

Prices for extras etc. ascertainment of

17. The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Bank add to, omit from or vary the works shown upon the drawings, or described in the specifications, or included in the Schedule of quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

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

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

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

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

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

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

The measurement and valuation in respect of the contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated the within three months of the completion of the Contract works as defined in clause 21 hereof.

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

The Contractor should note that unless otherwise stated the quotation is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of the work if the quantities exceeds by more than 25% of the quotation quantities, the quantity of such items executed, by the authority of the Engineer of the project and with the concurrence of the Bank, in excess of 25% of the quotation quantity shall be considered as extra item of work for which contractor shall submit fresh rates supported by rate analysis worked on CPWD or on actual cost basis +15% towards the establishment charges, contractors overhead & profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices or materials and labour rates as per escalation formula, if any, given in the quotation. If any of the items of work is omitted from the accepted quotation at the sole discretion of Bank, the contractor shall not be entitled to any claim on this account.

Unfixed materials when taken into account to be the property of the Bank.

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

Removal of improper works

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

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

Defects after virtual completion.

20. Any defect, such as bending/ tilting , settlement, welding/joints, or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, **then within twelve months** after the virtual completion of the works, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, upon the Bank's Engineer 's Certificate in writing from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 31 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith.

Should any defect observed in the work or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank's Engineer as provided in Clauses 12 and 22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer. Failure to attend to the defect within notices time period, then same shall be attended at risk and cost of the contractor.

Certificate of virtual completion & defects liability period.

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

Nominated Sub-Contractor.

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

No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objections or

(Save where the “Bank’s Engineer and Contractor shall otherwise agree) who will not enter into a Contract providing.

That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in the respect of this Contract.

That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the contractor or under any Workman’s Compensation Act in force.

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, in default whereof the Bank may pay the same upon a certificate of the Bank’s Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of contract as between Bank and Sub-Contractor.

Other persons employed by Bank

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

Insurance in respect to damages to persons and property

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

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

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

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

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

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

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

Without prejudice to the other rights of the Bank against contractor in respect of such default, the Bank 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 Bank and which are payable the contractor under this clause.

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

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

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

Policies shall be submitted within 10 days time from date of award of the work failing which an amount at Rs.500/- per day shall be recovered from the contractor's dues.

**NOTE: CONTRACTOR WILL BE ALLOWED TO COMMENCE THE WORK ONLY AFTER SUBMISSION OF ALL POLICIES AND DELAY IN SUBMISSION OF THE SAME WILL BE ATTRIBUTED TO THE CONTRACTOR'S ACCOUNT.**

Date of commencement and completion.

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

Liquidated Damage for non-completion

26. If the Contractor fails to complete the works within the stipulated time as in the Appendix or within any extended time under Clause 27 hereof and the Bank's Engineer certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Bank the sum named in the Appendix as "Liquidated Damages" for the period during which the said work shall so remain incomplete and the Bank may deduct such damages from any moneys due to Contractor.

Delay and extension of time

27. If in the opinion of the Bank's Engineer the works be delayed (a) by force Majuro or (b) by reason of any exceptionally inclement weather or (c) by reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works of delays of other Contractors or Tradesmen engaged or nominated by the Bank or the Bank's Engineer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's Engineer's instructions as per Clause 2 of hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of contractor or (i) in the even the value of work exceed the value of the priced scheduled of quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Bank make a fair and reasonable extension of time for completion of the Contractor Works; in case of such strike or lockout 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.

Failure by contractor to comply with Bank's Engineer's instructions

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

Termination of contract by the Bank

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

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

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

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

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

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

Has abandoned the Contract, or

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

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

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

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

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And

further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its 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 of using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank 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 Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

Termination of  
Contracts by  
Contractor

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Quotation shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

Certificates  
and payments

31.(a) The Contractor shall be paid by the Bank from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention Percentage for Interim Certificates" until the total amount retained shall reach the sum named in Appendix as "Total "Retention Money" after which time installments shall be up to the full value of the work subsequently so executed and fixed in the building. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he

may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Bank in accordance with the Certificate to be issued by the Bank's Engineer 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 Bank's Engineer at the expiration of the period referred to as "the Defect Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under Clause 2 and 20 not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

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

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

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

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

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

Delayed  
Payment

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

Matters to be  
finally  
determined by  
Bank

33. The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clause 2 (a), 2(b), 4,7,12,19,27 (a,c,d,e,f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto

and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

Settlement of  
disputes  
through  
arbitration

34. All disputes and difference of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the Bank with respect to any of the expected matter shall be final and without appeal as stated in clause 33 hereof. But if the contractor be dissatisfied on any matter the contractor may within 28 days after receiving notice of such decision upon. Such written notice shall specify the matters, which are in dispute of difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on 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 their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement of compromise.

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

Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

Right of  
Technical  
Scrutiny of  
Final Bill.

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

Bank entitled  
to recover  
compensation  
paid to  
workmen.

36. If, for any reason, the Bank 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 Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank 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 Bank to the Contractor under this contract or otherwise. The Bank 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 Bank for all cost for which the Bank might become liable in consequence of contesting such claim.

Abandonment  
of works.

37. If at any time after the acceptance of the quotation, the Bank shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have to 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.

Right of Bank  
To terminate  
the contract in  
the event of  
death of  
contractor if  
individual

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

Marginal  
Notes.

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

Date:-  
Place:-  
E-mail id:  
Phone:

Signature and seal of contractor

Name and address:

## **SPECIFICATION AND MODE OF MEASUREMENTS MATERIALS**

### **01. QUALITY**

All materials to be used for works shall be confirm to relevant BIS & best quality of their respective kinds as specified herein and shall be of approved make and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down in list Specification, with the requirements of the latest edition of the relevant India standards approved by the Engineer,

### **02. INSPECTION AND TESTING**

All materials, if directed by Bank's engineer, before being incorporated in to the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests relevant Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his representative. Manufacturer test certificate for the material concern shall accompany the lot of material supplied at site which may be sent for testing if required by the Bank's engineer.

### **03. SAMPLES**

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

### **04. INDEPENDENT TESTS.**

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or any other NABL lab approved by the Engineer/ Bank in order to check the supplier's works tests and analysis. The procedure for the testing and acceptance criteria will be as stated in the respective I.S codes. The contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his Representative, the materials represented will be rejected. Testing charges shall be reimbursed to the contractor on submission of original receipt of the charges.

### **05. MODE OF MEASUREMENT**

Unless otherwise specified, mode of measurement shall be as per latest version of IS: 1200

## **SPECIAL INSTRUCTIONS**

1. Labourers will not be allowed to stay at site.
2. The work may have to be executed at CAFRAL building construction site and therefore work shall be executed in planned & phased manner, which shall be planned in consultation with the Bank's engineer. Contractor shall shift the existing scrap/construction materials if any to the desired location, as required, to create the working space. Working space and other area shall be suitably barricaded using polythene sheet or ply. The dust/dirt, in road/path way sides/adjacent premises, shall be cleaned on day to day basis failing which same will be got done at contractor's risk and cost. The work shall be planned so as to complete the work within specified time period.
3. As the work is to be executed between the residential colonies, therefore, care shall be taken to avoid noise generated in the work. Noise generated works shall be executed after office hours, Saturday and Sundays. Contractor shall take this in account and accordingly contractor will have to quote the rate and deploy the manpower so as to complete the entire work within specified time period.
4. Contractor will have to make his own arrangement to hoist all the material, tools and plants etc. at the place of work as well as lowering down the same along with debris and salvaged material without causing any dust, nuisance, spillage and safety hazards. For this purpose, the contractor will have to get his scheme approved well in advance from the Bank and shall have to incorporate any changes suggested. No debris more than a truckload shall be allowed to be accumulated at site. Debris shall be placed in location as directed by Bank's Engineer & shall be kept in gunny bags etc.
5. The Contractor at his own cost will have to put up proper and sufficient hoarding screen and fence during the time as may be necessary for safety and convenience of the staff/workers and maintain the same in good condition during work and where necessary cause such hoarding of fence to be well lighted during the night to prevent accidents. Contractor will have to make good without any extra payment, any damage done during the work. The contractors are requested in their own interest to inspect the site to assess the nature and quantum of work.
6. Contractor shall not be allowed to store any of the debris material inside the building. Necessary arrangements shall be made in advance with the prior approval of Engineer-in-charge to transport all debris to ground by means of suitable chutes and stack the same wherever directed prior to carting away from the Banks premises.
7. Work platforms erected shall be such as to facilitate safe working of workers and supervisors as also to support man, materials and debris on at least three to four levels simultaneously.
8. Contractor shall, before start of the work shall submit his/their time schedule for various activities to be carried under the contract
9. The contractor shall endeavor to keep dust and dirt noise/nuisance inside the building to minimum. Contractor shall also provide at his cost to clean area on day to day basis to keep dust free environment.
10. The work is required to be carried out between the Residential Buildings. Contractor shall be required to give his best possible co-operation to offer minimum of inconvenience to the occupants to the extent possible.
11. The contractor shall make his own arrangement for water/electricity from the common supply points provided at site.
12. Permission, if any, required from the local bodies shall be obtained by the Contractor. Charges towards the same shall be reimbursed after submission of original paid receipt.

13. The intending Contractors can obtain any clarifications regarding the Quotation drawings, specifications etc. from the department on any Bank's working day.

14. The evaluation of the lowest bidding amount considered is inclusive of applicable GST over the net total amount of the work.

15. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer. Non-clearance of the debris even after Bank's instructions will cause removal of the same at risk and cost of the contractor.

16. All dismantling work and work generating noise shall be done during the day time and on holidays. Day time work shall have to be done on restricted hours if directed by the Bank. Contractor has to make available all the supply of material through staircase during the Evening & night time. Contractor shall take into account the above facts while quoting the rates and all out efforts shall be made to complete the work within scheduled time period.

17. The Contractors shall use only approved brands of materials as given in the e-quotation. The Bank will be at liberty to choose any brand of materials from the names given therein in.

**18. Goods & Service Tax (GST):** The quoted rates shall be **exclusive of GST** and the applicable GST shall be added/included over the sum of all the quotation item cost separately as shown in SOQ.

**Place:**

**Signature and seal of the Contractor**

**Date:**

**Name & address**

**Phone/Mobile No. :**

**E-mail:**



## SAFETY CODE

Contractor shall maintain in a readily place First aid appliances including adequate supply of sterilized dressings and cotton wool.

An injured person shall be taken to a nearby public hospital without loss of time, in cases where the injury necessitates hospitalization.

Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labour shall be engaged for holding the ladder.

The excavated material shall not be placed within 1.5 meters of the edge 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.

Every opening in the floor of a building or in a working platform is 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.

No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

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

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

- (i) No paint containing lead products shall be used except in the form of paste or readymade paint.
- (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

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.

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

The ropes used in hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.

Additional safety net is to be providing to cover the external work and to avoid any injury to the occupants of the colony.

Workers shall be provided with safety belts, safety helmets, aprons, safety shoes and other safety equipment's. No worker shall be allowed to climb the scaffolding without safety belts. All labors

shall be provided with safety helmets and failure to comply with condition will subject to recovery towards the cost of helmets of all labors.

**Place:**

**Signature and seal of the Contractor**

**Date:**

**Name & address**

**Phone/Mobile No. :**

**E-mail**

**APPENDIX HEREINBEFORE REFERRED TO**

**Reference to Clauses in Conditions Herein before Referred to and reference to General Instruction to Contractor and Special conditions**

Defects Liability Period	Twelve months
Period of Final bill settlement	Three months from the date of Virtual Completion.
Date of Commencement	Within 10 days from the date of issue of work order.
<b>Date of Completion</b>	<b>Contract period is five months which shall be reckoned from tenth day of issue of the work order.</b>
Rate of Liquidated damages At the rate of	Rs.316/- per day subject to a maximum of 10% contract value.
Value of works for interim Certificates	3.50 lakh
Retention percentage	5%
Installment after virtual Completion	EMD, if any, shall be returned to contractor after virtual completion of the work
Period of honoring Certificate for payment	One month for R A bill
Interest for delayed payment	Three percent per annum.

Date: -

Signature and seal of the contractor

Place: -

Name and address:

Phone/Mobile no.

E-mail address

### LIST OF APPROVED MATERIALS

All materials shall be of the 1<sup>st</sup> quality ISI marked/ ISI Standard approved.

If the approved brands mentioned are not available, equivalent make as may be approved by the Bank / Bank's Engineer only to be used on the work.

Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Bank / Bank's Engineer after submitting relevant documentary evidences. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.

Cement	A.C.C, Ultra Tech, Ambuja, Birla, Dalmiya, Ramco, Coramandal or any other approved make.
Paints / Primers	Asian Paints, ICI, Jenson & Nicolson, Nerolac, Berger or any other approved make.

**NOTE:** All the materials should got approved from the "Bank's Engineer"/Bank before using in the work by the contractor.

Date: -

Signature and seal of the contractor

Place: -

Name and address:

RESERVE BANK OF INDIA  
ESTATE OFFICE, CAFRAL CELL  
MUMBAI

**Internal plastering repairs for Centre for Advanced Financial Research and Learning (CAFRAL).**

**UN-PRICED SCHEDULE OF QUANTITY**

<b>Sl.No</b>	<b>Description of work</b>	<b>Quantity</b>	<b>Unit</b>
<b>1</b>	Carefully dismantling the existing loose/damaged plaster after checking the entire walls, ceiling, beams etc and preparing the surface for new cement plaster. Quoted rate shall include scaffolding, removal of the existing damaged plaster, cleaning the surface, carting away the debris out of the building and segregating in the premises, etc. The work shall be carried out on any floor.	<b>500</b>	<b>Sqmt</b>
<b>2</b>	Providing and applying internal single coat cement plaster in patches of average thickness 15mm or of required thickness (to match with the existing plaster thickness) for walls and ceiling with ready mix 1:4 mortar including scaffolding, curing, removal of debris etc. Work shall include surface preparation by thorough scrapping, treating of cracks by filling 'V' groove of required depth and filling the same with elastomeric putty of approved make, watering the surface for removal of all dirt patches etc. complete all as directed.	<b>1000</b>	<b>Sqmt</b>

Date: -

Signature and seal of the contractor

Place: -

Name and address: