

Reserve Bank of India
Estate Department
Kanpur

PART I

Construction of Under Ground Water Tank for Fire Fighting at Reserve Bank of India, Kanpur

Sealed tenders in duplicate shall be addressed (by name) to Shri B.K. Vasdev, Regional Director, Reserve Bank of India, Kanpur super scribing "Tender for "Construction of Under Ground Water Tank for Fire Fighting"

1. Tenderer may please note that the tender shall be submitted in two parts. Part I Containing general conditions, EMD and the covering letters of the contractor and any Condition if the tenderer may like to submit to the bank and will be opened first. Part II Containing priced schedule in a separate sealed cover, which will be opened on Subsequent day under prior intimation to the tenderer.
2. Tenders shall be opened at 3.00 p.m. on 4.3.2005 at his office in the presence of tenderers or their representative who may choose to be present.
3. Tenders shall remain open for acceptance by the Bank for a period of 105 days from the date of opening of tender, which period may be extended by mutual agreement and the tenderer shall not cancel/alter or withdraw the tender during this period. Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so. The Reserve Bank of India also reserves the right to divide the order between two or more tenderers and contractors shall carry out even the part orders for various items.
4. Time shall be considered as the essence of the contract and the successful tenderer shall carry out the entire job within a period of 90 days from the 10th day of the issue of formal letter of acceptance of the tender. In case the contractor fails to complete the entire work within the time stipulated or authorized extended period, liquidated damages @ Rs.175 /- per day would be recovered from him/them subject to a maximum 10% of the amount of the accepted tender.
5. The contractor should note that the tender is based on Lump sum rates and the rate quoted in "Schedule of Quantities" shall be self-supporting and sufficient to carry out the entire work described in the respective item. The contractor shall, therefore, clearly understand the scope of work and items to be carried out and also visit the site before quoting the rates.
6. 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 tendering and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
7. Rate quoted in the tender shall be for completing the entire scope of work according to the detailed specifications including supplying material, labour scaffolding etc. at site. The rate shall also include sales tax on works contract, excise duty, octroi and any other tax, duty or levy charged by the Central Government/State Government/Local Authority. The rate shall be firm and shall not be subject to exchange variations, labour conditions, fluctuation in railway freights or any condition whatsoever. The rate shall also include transportation, loading and unloading, freight charges, transit insurance etc. The rate shall also include the cost of removing and rearranging the furniture and other materials from and to the rooms and covering them with tarpaulin as per directions of the Bank's Engineer.
8. Immediately on receipt of intimation from the Bank of acceptance of the tender, the successful tenderer shall execute an agreement and start the work . The written acceptance of the tender by the Reserve Bank of India will constitute binding contract between the Reserve Bank of India and the firm so tendered even if the formal agreement is not executed subsequently.

9. **Defects liability period:** - Any defect or fault which may appear during 6 months from the date of virtual completion of the work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from material 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/faults and damages, loss and expenses consequent thereupon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the 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. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.
10. Each of the tender documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the special condition, specifications, schedule of quantities etc. as laid down. Any tender with any of such documents not signed will be rejected.
11. The tender must be filled in English or Hindi and all entries must be made by hand and written in ink. If any document is missing or unsigned the tender will be considered invalid.
12. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted, failure to comply with any of these conditions will render the tender void. No advice of any change in rate or conditions after the opening of tender will be entertained.
13. Each tender should contain not only the rates but also the value of each item of the work entered in a separate column and all items should be totaled up to show the aggregate value of the entire tender.
14. The contractor shall arrange to get all the samples of the materials to be used in the work approved from the employer and the sample pieces shall be kept in the custody of the Bank's Engineer till completion of the work.
15. Time shall be considered as the essence of the contract. The Bank reserves the right to terminate the contract if the contractor fails to execute the job within the stipulated period or fails to keep the programme of work as per the programme given by the contractor and approved by the Bank.
16. The tenderer shall deposit with the Bank by Demand Draft drawn in favor of Reserve Bank of India a sum of Rs 10,000/- by way of earnest money deposit along with the tender. In case during the validity period of tender, if the contractor revises the rate or does not fulfill the various contract conditions, this amount will be forfeited by the Bank. No interest shall be paid on said deposit.
17. In addition to the Earnest Money Deposit under clause 16 and as further security for the due fulfillment of the contract by the contractor, the Employer shall keep 5% of the value of work. On the Employer's certificate after completion of works, the Contractor shall be paid 50% of Earnest Money Deposit and 50% of the security deposit and the remaining 50% will be released by the Employer after rectification of the defects pointed out during the defects liability period i.e. six months. The amounts retained by the employer shall not bear any interest.
18. The contractor shall quote rates in the "Schedule of Quantities" considering all the conditions mentioned above and elsewhere in the tender.
19. **Mode of payment:** One running a/c bill shall be considered and 75 % of the value of work shall be paid based on the progress of the various terms of the work and after casting of slab of the tank and on the certification of Bank's Engineer. 95% of the value of work shall be paid after completion of work in all respect and on the certification of Bank's Engineer. Remaining 5% will be kept as security deposit. Income Tax and Works Contract Tax as per the Government Rules shall be deducted from the Bills.
20. In all the matters of dispute arising on the work, the matter shall be referred to Chief General Manager, Premises Department, RBI, Mumbai for decision. If this decision is not acceptable to the parties, then the same shall be settled as per the latest Arbitration Act.

Insurance Clause

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractors 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. This clause shall be held to include, inter-alias, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, walls, footpath, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of the 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 in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

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 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, until the virtual completion of the contract with an approved office, a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all such 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-contract and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the employer and the contractor against such risks 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.2.00 lacs per person for any one accident or occurrence and 5 lacs in respect of damage to property for any one accident or occurrence. The contractor shall be responsible for anything, which may be excluded from the insurance policy above referred to and also for all other damages to any property arising of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the employer in respect of any cost, charges or expenses arising out of claim or proceedings of damage arising therefrom.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, cost, charges and expenses arising or occurring from or in respect of any such claims or damages from any or all sums due or to become due to the contractor.

I/ we hereby declare that I/We have read and understood the above instructions and conditions

Date:

Signature and Address of the Tenderer
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Place:

SPECIFICATION

1. Materials shall be of the best approved quality obtainable and they shall comply with the respective latest Indian Standard Specifications.
 2. Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the Bank.
 3. The major materials of the work as per direction of the bank shall be got tested in any testing laboratory approved by the Bank. Results of such tests in original issued by the laboratory shall be submitted to the Bank with copy to Asst. Manager/Manager. The entire charges connected with such testing including for repeated tests if ordered by the Bank shall be borne by the contractor
 4. It shall be obligatory for the Contractor to furnish certificate, if demanded by the Bank, from manufacturer or the material supplier, that the work has been carried out by using their material and as per their recommendations.
 5. Contractor shall provide leak-proof shuttering for the wall and slab and same shall be got approved by Bank's Engineer before laying of concrete.
 6. All the equipment and facilities for carrying out field test on materials shall be provided by the Contractors without any extra cost.
- (a) **Cements:** Cement shall comply in every respect with the requirements of the latest publication of IS: 269 and unless otherwise specified ordinary Portland cement shall be used Grade of Cement should be 43. The weight of ordinary Portland cement shall be taken as 1440 kg. per cum. (90lbs. per cft) Cement shall be measured by weight and in whole bags, and each undisturbed and sealed 50 kg. bag being considered equivalent to a 34.72 litres (1.2 cft.) in volume Care should be taken to see that each bag contains full quantity of cement. When part bag is required cement shall be taken by weight or measured in measuring boxes. No other make of cement but that approved by the Bank will be allowed on works and the source of supply shall not be changed without approval of the Engineers in writing. Test Certificates to show that Cement is fully complying the specifications shall be submitted to the Banks and notwithstanding this, the Banks may at their discretion, order that the cement brought on site and which they may consider damaged or of doubtful quality for any reason whatsoever, shall be re-tested in an approved testing laboratory and fresh certificates of its soundness shall be produced Cement ordered for re-testing shall not be used for any work pending results of re-test. Cement shall be stored in weather-proof shed with raised wooden plant flooring to prevent deterioration by dampness or intrusion of foreign matter, it shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e. first received being first used. Cement deteriorated and/or clogged shall not be used on work but shall be removed at once from the site. However, allowing use of warehouse set cement shall be determined by the Bank.
- (b) **Fine aggregate:** Sand shall conform to ISI: 383 and relevant portion of IS:515. It shall pass through a I.S. Sieve 9.75 mm (3/16 B.S.) test sleeve, leaving a residue not more than 5% . It shall be from natural source crushed stones, if allowed, chemically inert, clean, sharp, hard, durable, well graded and free from dust, clay, shale, large pebbles, silt, organic matter, loam mica or other deteriorating matter. The sum of percentage of all deleterious materials in sand shall not exceed 5% of weight, it shall be washed if directed to reduce the percentage of deleterious substance to acceptable limits. Sand shall not contain any trace of salt and it shall be tested and sand containing any trace of salt shall be rejected.
- (c) **Water:** Water for mixing Cement/Line/Surkhi mortar or concrete shall not be salty or brackish and shall be clean shall be clean, responsibly clear and free from objectionable quantities of silt and traces of oil, acid and injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or cause efflorescence or attach the steel in reinforced cement concrete . Water shall be obtained from sources approved by the Bank. Potable water is generally considered satisfactory for mixing and curing concrete, mortar, masonry etc. Where water other than main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected therewith shall be borne by the contractor.

- (d) **Cement Mortar:** Cement Mortar shall be of proportions specified for each type of work in the Schedule. It shall be composed of Portland cement and sand. The ingredients shall be accurately gauged by measure and shall be well and evenly mixed together in a mechanical pan mixture, care being taken out to add more water than is required. No mortar that has begun to set shall be used. River sand shall be used unless otherwise specified. if hand mixing is allowed, then it shall be done on pucca water-proof platform. The gauged materials shall be put on a platform and mixed dry. Water will then be added and the whole mixed again until it is homogeneous and of uniform colour. Nor more than one bag of cement shall be mixed at one time and which can be consumed within half an hour of its mixing.
- (e) **Curing:** Concrete shall be carefully protected during first stage of hardening from harmful effects of excessive heat, drying winds, rain or running water. It shall be covered with a layer of sacking sand, canvas, hession or similar absorbent materials and kept constantly wet for ten days from the date of placing of concrete. Alternatively, the concrete being thoroughly wetter and covered by layer of approved waterproof material which should be kept in contact with it for seven days.

Place:
Date:

Signature of the contractor
with full address with seal