

**PART - I**



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
LUCKNOW**

**TENDER FOR**

**Renovation of two Officer's flat at LA-Place, Lucknow**

Name of Tenderer: \_\_\_\_\_

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

Contact No: \_\_\_\_\_

1	Date of publish of Tender	15:00 PM of September 21, 2022
2	Date of Pre-bid Meeting	Offline at 11:00 AM on September 29, 2022 at Estate department, RBI, Lucknow
3	Due date of Submission	14:00 PM of October 13, 2022
4	Date of opening of Part- I of the Tender	15:00 PM of October 13, 2022

## **DISCLAIMER**

Reserve Bank of India, Estate Department, LUCKNOW, has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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

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

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**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
LUCKNOW**

**Renovation of two Officer's flat at LA-Place, Lucknow.**

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**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
LUCKNOW**

**Renovation of two Officer's flat at LA-Place, Lucknow.**

NOTICE INVITING TENDER (NIT)  
(Only through e-procurement)

**SCHEDULE OF TENDER (SOT)**

1. E-Tender No.	<b>RBI/Lucknow/Estate/215/22-23/ET/327</b>
2. Name of the Work:	<b>Renovation of two Officer's flat at LA-Place, Lucknow.</b>
3. Mode of Tender:	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through <a href="https://www.mstcecommerce.com/eproc/home/rbi/buyer_login.jsp">https://www.mstcecommerce.com/eproc/home/rbi/buyer_login.jsp</a> )
4. Date of NIT (along with complete tender) available to the parties to download- Tender activation on portal- Tender 'Live' for all	15:00 PM of September 21, 2022
5. Date and venue of the Pre-Bid Meeting (offline)	<b>11:00 am on September 29, 2022</b> at 3rd Floor, Estate Department, Reserve Bank of India, LUCKNOW-226010

6. Estimated cost of the work:	<b>Rs.17,71,000/- (Rupees Seventeen Lakh Seventy-one Thousand Only)</b>
7. Earnest Money Deposit (EMD)	<b>Rs.35,420/- (Rupees Thirty-five thousand four hundred twenty Only)</b> in the form EMD in favor of Reserve Bank of India, LUCKNOW to be delivered in physical form at Estate Department, 3rd Floor, Reserve Bank of India, LUCKNOW.
8. Last date of submission of DD/Bank Guarantee for EMD	<b>October 13, 2022 up to 14:00 pm</b>
9. Performance Bank Guarantee (PBG)	<b>5 % of Work Order Amount</b>
10. Retention Money (RM) to be deducted from each bill as	<b>5%</b>
11. Bank guarantee towards DLP	<b>Total amount deducted as RMD</b>
12. Time allowed for completion of the works from tenth day after the date of written order to commence work	<b>4 months</b>
13. Bidding start date of Techno-commercial Bid and Financial Bid at <a href="https://www.mstcecommerce.com/eprocho/me/rbi">https://www.mstcecommerce.com/eprocho/me/rbi</a>	<b>September 21, 2022 from 15:00 pm</b>
14. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	<b>October 13, 2022 up to 14:00 pm</b>
15. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	<b>October 13, 2022 at 15:00 pm</b>
16. Date & Time of opening of Part- II (i.e. Financial Bid)	Opening of Financial Bid will be intimated to all the eligible bidders later.
17. Transaction fee	Charges for participation in e-procurement will be made to M/s MSTC Ltd through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by MSTC Ltd.
18. Tender fees for download from portal	NIL

## **IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT**

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

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

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

### **SPECIAL NOTE:**

**THE TECHNICAL BID HAS TO BE SUBMITTED ON-LINE at**  
[www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

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

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

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

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

- i) Ankit Kumar Srivastava,  
Assistant General Manager (Technical-Civil),  
Phone no: 9430988931
- i) Mukesh Raj  
Assistant Manager  
Phone no: 9905803320

Email ID Estate Department: [edlucknow@rbi.org.in](mailto:edlucknow@rbi.org.in)

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

- i) Technical Assistance in MSTC site, 0522-4244702, IVRS No:07969066600
- ii) Mr Vijayant Narayan Singh, Sr. Executive, 09909080178
- iii) Kolkata Head Office No.-033-35013220/21/22

### **B) System Requirement:**

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer
- III. Signing type digital signature
- IV. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system

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

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

### **Other Settings:**

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

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

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

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

### **Special Note towards Transaction fee:**

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

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

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

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

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

**8. Bidding in e-Tender:**

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

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

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e- procurement → PSU/Govt depts → Login under RBI → My menu→ Auction Floor Manager → live event →Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical



bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.

f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.

i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

j) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.

k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.

m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

o) Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize them with the system before bidding.

p) No deviation to the technical and commercial terms & conditions are allowed. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof. Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.

**Form of Tender**

**Regional Director  
Estate Department  
Reserve Bank of India  
LUCKNOW 226010**

Date:  
Place:

Dear Sir,

**Renovation of two Officer's flat at LA-Place, Lucknow .**

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

**Memorandum**

(a)	Description of work	<b>Renovation of two Officer's flat at LA-Place, Lucknow.</b>
(b)	Estimated cost (Rs.)	₹.17.71 Lakh
(c)	Earnest Money (Rs.)	₹.35,420/-
(d)	Percentage, if any, to be deducted from bill	5%
(e)	PBG (Performance Bank Guarantee)	5% of the work order amount
(f)	Time allowed for completion of the works from tenth day after the date of written order to commence work	<b>04 months</b>

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

3. I /We will deposit a sum of **₹.35,420/-** as Earnest Money with the Reserve Bank of India, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

4. The Tender is submitted online through e-tendering portal. Part I contains all commercial terms and conditions and technical particulars and Part- II contains only the price bid in the Bank's Proforma.

5. Our Bankers are:

I.

II.

For and on behalf of

M/s \_\_\_\_\_

\_\_\_\_\_

(Signature with Seal)

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

Place: \_\_\_\_\_ Date: \_\_\_\_\_

(Certified true copy of the Power of Attorney of the above signatory should be enclosed)

Witnesses

1. Signature with name, address and date:

2. Signature with name, address and date:

**Articles of Agreement**

ARTICLES OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, LUCKNOW having its Central Office at Mumbai 400001 (hereinafter called "the Employer") of the one part and M/s.

\_\_\_\_\_ (hereinafter called "the Contractor") on the other part.

WHEREAS the Employer is desirous of carrying out proposed work of **Renovation of two Officer's flat at LA-Place, Lucknow** and has caused drawings and specifications describing the works to be done.

AND WHEREAS the said Drawings numbered as given inclusive of the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and/or described in the said Specification and included in the Schedule of Quantities at the Respective 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

1. In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The term "Architect" in the said Conditions shall mean D.G.M (Tech) for the purpose of architectural planning and designing etc. of the buildings/structures to be constructed under this contract. In the event of their ceasing to be Architects for the work mentioned in this contract for whatever reason such other person or persons as shall be nominated by the Employer for that purpose will function as "Architects".
- 3(a) The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract (except for the scope of work as defined under clause 3 above). For this purpose the term "Architect" in the said conditions regarding execution of work, quality of construction, quality of materials, progress and completion of the project etc. shall mean the Dy. General Manager (Tech) or any other person designated for the purpose by the Reserve Bank of India. As far as the operation of the provision under **clause 42** of the contract viz. clause relating to settlement of disputes through arbitration, the term "Architect" shall be read as Chief General Manager/ Officer-in-Charge of Premises Department, Reserve Bank of India, Central Office, Mumbai.
4. The said conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

5. The term “Structural Consultant” refers to Dy. General Manager (Tech) or in the event of their ceasing to be the Consultants for this project, such other person or persons as may be appointed by the Architect with the approval of the Employer.
6. The plans, agreement and documents mentioned herein shall form the basis of this Contract. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank’s Engineer/ official.
7. This Contract is neither a fixed Lump Sum Contract nor a piece Work Contract but a contract to carry out the work in respect of the work “**Renovation of two Officer’s flat at LA-Place, Lucknow**” to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
8. 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 walls, floors etc. after the completion of such works.
9. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
10. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **04 months** subject nevertheless to the provisions for extension of time.
11. All payments by the Employer under this Contract will be made only at LUCKNOW.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at LUCKNOW and only Courts in LUCKNOW shall have jurisdiction to determine the same.
13. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
14. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank’s infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.  
The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.  
The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.”

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

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve bank of India by the hand of  
Shri

*(Name and designation)*

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

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

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by the \_\_\_\_\_ hand of \_\_\_\_\_ Shri \_\_\_\_\_ and duly constituted attorney.

If the contractor is a partnership or an individual.

If the contractor is a company.

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

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

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

## **GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS**

<b>Renovation of two Officer's flat at LA-Place, Lucknow.</b>	
1.	Tenders by e-tendering process are invited for the " <u>Renovation of two Officer's flat at LA-Place, Lucknow</u> ". The work is <b>estimated to cost Rs.17,71,000/-</b> and is to be completed within <b>04 months</b> .
2.	All documents <b>shall be uploaded with Techno-commercial bid (Part-I) on MSTC portal. Those who do not upload the <u>required</u> documents would not be considered for this tender process. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.</b>
3.	Interested tenderers have to upload relevant documents satisfying all the points as stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents and the scanned copy of EMD should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.  It is to be duly noted that the tender process shall be executed on the MSTC portal through e-Tendering.
4.	In the event of intending tenderers' failure to satisfy the Bank; the Bank reserves the right to <b>refuse their participation</b> .
	Tenders form will be available for downloading w.e.f. <b>September 21, 2022 from 15:00 pm</b> . A <b>pre-bid meeting</b> will be held on <b>September 29, 2022 at 11:00 am</b> in the Estate Department, RBI LUCKNOW.
	Tenders form can be downloaded for viewing from RBI website <a href="http://www.rbi.org.in">www.rbi.org.in</a> or <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> . <b>The scanned copy of proof of EMD payment should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal.</b>
5.	Interested vendors/firms can participate in e – Tender after getting registration with ( <a href="http://www.mstcecommerce.com/eprocurement/rbi">www.mstcecommerce.com/eprocurement/rbi</a> ). Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through ( <a href="http://www.mstcecommerce.com/eprocurement/rbi">www.mstcecommerce.com/eprocurement/rbi</a> ) and applicable transaction charges have to be paid by the firm.



6.	<p>Tender in prescribed format shall be <b>uploaded on MSTC website</b>. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter, the <b>EMD of Rs.35,420/-</b> should be submitted through a <b>NEFT through a Scheduled Bank in favor of 'Reserve Bank of India, LUCKNOW'</b>. The documents pertaining to EMD should be <b>scanned and uploaded with the pre-Qualification documents</b>.</p> <p>Part-II of the tender will contain <u>no conditions</u> but Tenderer's Price Bid, Bank's Schedule of quantities, tender drawings, if any, only.</p>
7.	<p><b>Part-I of the tenders will be submitted by the Tenderers in MSTC portal. The same will be opened by RBI on October 13, 2022 at 15:00 hrs. Those tenderers who would like to depute their representatives, may depute their representatives to Estate Department, Reserve Bank of India, Vipin Khand 8-9, Gomti agar, Lucknow-226010 for the same. Part II of the tender will be opened later. Due intimations will be given for the same.</b></p>
8.	<p>The Bank shall obtain reports on the past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers and found unsatisfactory, the Bank reserves the right to <b>reject his offer</b> even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.</p>
9.	<p>The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.</p>

- 10 Tenders shall remain open to acceptance by the Bank for a period of **three months** from the date of opening of the Part- I of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

### **Preparation of Tender**

- 11 The tenderer must use only the forms issued by the Bank to fill in the rates.
- 12 The tender form must be filled in Hindi/English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
- 13 Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.

14 Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not signed will be rejected.

15 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.

### **Right of Employer:**

16 The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

### **Earnest Money Deposit (EMD)**

17 The Earnest Money will be refunded to the tenderer if his tender is not accepted but without any interest.

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

19 The Earnest Money Deposit of **₹.35,420/-** paid by the tenderer shall be held by the Reserve Bank of India as security for the due fulfillment of the contract and the same may be released to the firm on receiving of PBG as per the tender provision. No interest shall be paid on the said deposit.

20 On receipt of intimation from the Employer of the acceptance of his/their tender, **the successful tenderer shall be bound to implement the contract and within fourteen days** thereof, the successful tenderer shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

### **Security Deposit (SD)**

21(a) **Performance Bank Guarantee (PBG) as security deposit for completion period:** On award of the work, the successful tenderer shall furnish an amount equal to **5% (Five percent)** of the contract value in the form of Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per [\(Annexure-I\)](#) towards security deposit for the execution and due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. The Bank Guarantee/ amount deposited towards the Earnest Money Deposit (EMD) furnished at the time

of submission of tender will be returned thereafter. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within **07 days** of the issue of work order.

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time period, their tender is liable to be cancelled and the EMD deposited shall be forfeit without prejudice for further loss or damage.

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

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

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

21 (d) All compensation or other sums of money payable by the Contractor to the Employer under the terms and conditions of this Contract may be deducted from his PBG and/or from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good by a demand draft/NEFT of value equal to the amount so deducted.

### **Return of EMD, PBG & Refund of SD**

22(a) The EMD shall be returned to the contractor without any interest on submission of PBG as per tender conditions. The PBG shall be returned to the contractor after satisfactory completion of entire work and after issue of virtual completion certificate by the competent authority.

22(b) The Security Deposit shall be refunded to the contractor without any interest on successful completion of the DLP and/or satisfactory rectification of all the defects developed and pointed out to the contractor during the said DLP.

### **Assignment/Sub-letting the Contract**

23 The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the

Employer may serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer.

- 24 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge. The Architect's decision in such cases shall be final and shall not be open to arbitration.

**Schedule of Probable Quantities and Quoted Rates:**

- 25(a) A Schedule of Probable Quantities in respect of each work and Specification accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Architect. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

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

- 26 The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.

- 27 The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including bailing, fencing, hoarding, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary plumbing and electric supply, 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, planking, timbering, strutting, shoring etc. as occasion shall

require or when ordered so to do and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Architects. 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. Tenderers must include in their rates **GST**, excise duty, octroi, on works contract and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No separate claim/s in respect of **GST** or any other tax, duty or levy whether existing or future shall be entertained by the Bank/Employer.

- 28 **The Contractor should note that unless otherwise stated, the tender is strictly on item rates 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 actual execution of work if the quantities of any of the items of work increased by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Architects of the project and with the concurrence of the employer, in excess of 25% of the tender quantity shall be considered as an extra item of work for which the Contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the contractor shall not be entitled to any claim on this account."**

### **Completion Period and Extension of Time:**

- 29 (a) Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day after written order to commence the work, is issued.
- 29 (b) The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in **clause 34** of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Architect and employer.
- 29 (c) The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or

completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not own liability for any sum besides the tender amount, subject to such variations as are provided for herein.

- 30 Tenders will be considered only from recognized bonafide Contractors in trade concerned. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost the proportion of work done by the contractor in it and the time within which the works were completed.
- 31 The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Employer.
- 32 The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Architects.
- 33 The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements of the Structural Consultant and no deviation on any account will be permitted.
- 34 The successful tenderer should make his own arrangements to obtain all materials required for the work including cement & steel. The successful tenderer shall prepare a board of samples of materials proposed to be used on works to be carried out under this contract and obtain the approval of the Architect before placing order for supply thereof in bulk. No material shall be used without the prior approval of the Architect. All those materials which are brought to site but are rejected by the Architect, shall be removed from the site forthwith by the contractor peacefully /without any arguments.
- 35 The tenderer shall have to use materials of the makes/manufacturers specified in the list of material of approved brand and/or manufacture contained in this tender form.

**Water and Power Supply:**

- 36 (a) The rate quoted by the Contractor shall include expenditure for providing the water required and electric consumption for the work. All water and electricity required for the work shall be provided to the successful tenderer by the Employer **at a cost (water charges @ 0.25 % of contract value shall be deducted from all the bills)** but only at one point of the water and electricity supply sources.
- 36 (b) For water and electricity, the contractors shall be allowed to take connections from the existing water and electricity supply source at one point only, provided that the works do not consume water and power extensively. Otherwise, the contractor shall arrange for sub-metering of such

supplies and make payment to the Employer as per actual consumption based on actual rates, as may be applicable from time to time. Taking connections and making arrangements for water and power supply to reach the required place/s at site of work, at his costs, shall be the responsibility of the contractor.

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

**Safety Code:**

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

**Completion Time Period:**

- 38 (a) Time allowed for completion of the work is **04 calendar months** which shall be strictly observed by the tenderer. The time shall be reckoned from the tenth (10th) day of written order to commence the work is issued.
- (b) The successful tenderer shall be required to submit the **detailed work program** and the same shall be got approved from the Architect / Employer before commencing the work and accordingly progress shall be monitored by the Architect / Employer.
- (c) The work shall be carried out throughout the stipulated period of the contract with all due diligence.

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

- 40 The **Performance Bank Guarantee and Security Deposit** of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

41 **Contractor to inform himself fully**

The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making this tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matter appertaining thereto.

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

If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the

particulars thereof and submit them to the Bank, in writing, in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

42 **Errors, Omission and Descriptions**

43a In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specification etc. the following order of preferences shall apply.

- (i) Between actual scaled and written dimension (or description) on a drawing the later shall be adopted.
- (ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the later shall be taken as correct.
- (iii) Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the later shall be adopted.

43b In case of difference between the rates written in figures and words, the rate adopted for working out the total amount of item in the original tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.

43c Between the duplicate/subsequent copies of the tender and original tender, the original shall be taken as correct.

43d In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the **AGM (Tech)/ AM(Tech), Estate Department, 3rd Floor, 8-9 Vipin Khand, Gomtinagar, Reserve Bank of India, LUCKNOW-226010**, whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

**Non-Disclosure:**

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



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

**Neat & Clean Site:**

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

**Prevention of Sexual Harassment of women at work places**

- 46 (a)The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer.
- (c)The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees /workmen of the contractor, for instance any monetary relief to Employer's employee, if sexual violence by the employee /workmen of the contractor is proved.
- (d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- (e )The contractor shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

**Labour Laws:**

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

(b) The offices of the Regional Labour Commissioner **LUCKNOW** will have the jurisdiction over the implementation of the labour laws under this contract

### **Interest on delay Payment**

- 48 Simple interest on delay payment will be made by the Employer @ 3 % per annum. The period of delay will be counted for each and every bill after the normal period of honoring from the date of the related certificate/s as stipulated in the Appendix referred to hereinbefore. The amount to be considered for calculation of simple interest will be the actual dues payable to the contractor against the related bill/s.
49. The firm needs to fill the a) Particulars of firm, b) List of approved makes (c) Proforma for details of Principal Banker and other Bankers (d) Proforma for details of similar works executed in last five years (e) Check list – General Condition and Commercial Conditions as per proforma given in the tender and upload the scanned filled documents along with the tender part-I on the MSTC portal.

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

Signature of Witness  
Date

Signature of tenderer  
Date

## **SPECIAL INSTRUCTIONS**

1. The water required for the work or workmen can be availed from the available source at site at **charges @ 0.25 % of contract value which shall be deducted from all the bills.** The Contractor has to make his own arrangements to take the supply to the requisite position.
2. The Contractor at his cost shall obtain permission required from the local bodies if any.
3. The intending tenderer can obtain any clarifications regarding the tender drawings, specifications etc. if any from the office of the Regional Director, Reserve Bank of India, 3<sup>rd</sup> floor Estate Department, 8-9 Vipin Khand, Gomtinagar, LUCKNOW-226010 on any Bank's working day.
4. The tenderer may please inspect the area involved for this work of "**Renovation of two Officer's flat at LA-Place, Lucknow**" before quoting.
5. The entire materials for the work shall be brought to the working area through the available passage only during specified time of working hours, no materials will be allowed through other spaces (as per instruction of Bank's Engineer).
6. The tenderer may please note that the work has to be carried out in an occupied building during normal working hours/restricted hours without causing any inconvenience to the occupants.
7. Workmen will not be allowed to stay within the premises during night.
8. Care shall be taken while executing the said job, If anything is damaged, the same shall be rectified at no extra cost.
9. **Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Banks verification. The purchase rate shall be got approved from the Bank before purchasing.** The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of excise duty, sales tax, octroi, GST and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.
10. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account.
11. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.
12. The samples of the materials for the work be got approved from Bank's Engineer.
13. Any inconsistent deviation if found during execution between the specification and drawings it is to be expressively noted that the specification will prevail and supersede the drawings.
17. The Tenderer should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the tenderer.

18. The tenderer should note the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the tenderer should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc, shall be final and binding on the contractor. The contractor's claim for not providing in his tender for such materials, workmanship and finish cannot be entertained.
19. The successful contractor shall make sure that they protect their materials and hand them over in good shape to the Bank satisfactorily. At the time of handing over any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.
20. The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting etc.
21. Neat housekeeping at all times is the responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as per the instructions of the Bank's Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities for violation of their rules/ regulations in this regard. If the same is not done, Bank shall get it done through any other agency at contractor's risk and cost.
22. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work.
23. The work has to be carried out in phases (if required as per the availability of site) without disturbing the functioning of the colony. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed on working days and on Sundays/holidays so as to have least disturbance to the occupants.
24. The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labour will have to comply with the security regulations of the Bank.

**Removal of improper work**

25. The Bank's Engineer shall, during the progress of works, have power to order in writing from time to time the removal from, the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect are not in accordance with the Specifications or instructions of the Architect, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials and workmanship not in accordance with the drawings and specifications or instructions, and the Contractor shall forthwith carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Architect shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due to the Contractor.
26. The contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Acts, 1970 and the rules framed there under.
27. Display of Notice Board: At the site, a display board shall be displayed showing rates of wages, hours of work, wage period, dates of payment of wages, names and addresses of the inspectors having jurisdiction and date of payment of unpaid wages (Written in English, Hindi and Bengali) in terms of provision of Para 81(1) of the rules framed under the Contract Labour (Regulation and Abolition) Acts, 1970.
28. The contractor shall submit to the maximum number of labours to be engaged on a single day in the job. Any subsequent increase should be informed to the Bank without delay. If the number of labourers employed for the job is **twenty or more**, the contractor shall obtain the license from the Regional Labour Commissioner.
27. The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him.
28. The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.
29. If the work is not started within 10 days from the date of issue of work order then Bank may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory and is not consistent to be in contingent with the period of the completion of the work then the Bank may terminate the work order by giving a final notice to the contractor. The Bidder may please note that, the work has to be carried out during the day time or as per the Bank's instructions. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the occupants of the colony and also day to day cleaning has to be done by the contractor. The staircase and passages used by the labourers shall be cleaned properly, as per the entire satisfaction of Bank's Engineer.

30. The contractor shall depute a qualified and experienced supervisor at all times during execution of the work. No work shall be carried out at site in unsupervised manner.
31. The contractor shall submit the names and personal details of site in-charge/ supervisor and his authorized representative along with their role, responsibilities and authority ( with regard to supervision, quality control, documentation, measurements, signing measurement book, correspondence, receiving instructions from bank etc.) within 14 days from the date of issue of work order in the approved format.
32. Successful bidder shall submit a detailed bar chart indicating the details of various major activities involved in the work and their expected completion period, specifying the parallel and sequential activities, starting from the scheduled commencement of work so as to complete the entire work within the tender specified period. The bidders shall also indicate the approximate deployment of man power/ labour, as planned by them for the above purpose, commensurate with the planned schedule. After award of work, the contractor shall be required to carry out micro planning and the detailed schedule/ Bar Chart shall be submitted within 14 days from the date of issue of work order for proper planning, monitoring and review of progress of work.
33. The progress of work shall be reviewed by the Bank on a fortnightly basis. The meeting may be held at site or in Bank's Main Office Premises. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge. For this purpose, the contractor shall prepare and submit a progress report indicating following:
- a) Progress for the previous fortnight and the planning for the next fortnight along with a few photographs of work in progress and materials received during the fortnight and expected to be received during next fortnight.
  - b) The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Bank.
  - c) Procurement schedule for long lead items
  - d) Variations / extra item statement
  - e) Statement indicating various tests conducted during the fortnight and planned for next fortnight.

#### **34. Terms of payment**

Payment shall be made based on the progress of work and on completed items of work on actual measurement. The minimum value of R.A bill shall be **Rs.10 lakh (Rupees Ten Lakh and above only)**. The contractors will be paid an advance of 75% of the cost of imperishable materials brought to site for consumption in the works. The assessment of the cost of the materials to be considered for advance shall be derived either from the actual cost of materials based on purchase vouchers or deduced from the quoted rate after deducting for labour, taxes, GST, overhead and profit. The lesser

of the two shall be considered for advance. Perishable items like cement, glass, paint, adhesive etc. will not be entitled for advance against materials at site. The contractor shall give an undertaking on stamp paper for the advance as per Bank's proforma. 5% Retention Money shall be deducted from each payment

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

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

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

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

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place**

## **Safety Code**

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of trench of half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalts, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10.
  - (i) No paint containing lead or lead products shall be used except in the form of paste of ready-made paint.
  - (ii) The workers should supply suitable facemasks for use when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls (Protective clothing) shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
14. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
15. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
16. Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
17. All the workers shall be provided with safety belts, safety shoes and helmets. No workmen shall be allowed to work on scaffolding without safety helmets and safety belts.
18. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.



**The Conditions Hereinafter Referred To**

**1. Interpretation Clause**

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

- (a) "Employer" Shall mean The Reserve Bank of India and shall include its assigns and successors.
- (b) "Contractor" "Contractor" shall mean \_\_\_\_\_  
(in the case of a partnership) and \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.  
  
(in the case of individual) "Contractor" shall mean Shri \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representatives.  
  
(in the case of Company) "Contractor" shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.
- (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
- (e) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
- (f) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (g) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (h) "The works" Shall mean the "**Renovation of two Officer's flat at LA-Place, Lucknow**" as provided herein.

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

## **2. Scope of Contract**

The work includes the “**Renovation of two Officer’s flat at LA-Place, Lucknow**” as specified. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “Employer’s Instructions” in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 28 & 29 hereof.

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

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

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

- a) The coordination, scheduling and management of work of component suppliers and subcontractors.
- b) Provide materials as specified in the technical specifications.

## **3. Contractor’s Duties**

Contractor’s duties include the following:

- a) Provide and pay for labour, materials and equipment, tools and other facilities and services necessary for the proper execution and completion of the specified works.
- b) Secure and pay for required permits, statutory workman’s compensation insurance, fees and licenses necessary for proper execution and completion of required work.

c) Give required notices.

d) Promptly submit written notice to the Employer of observed variance of the Specifications from legal requirements.

e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

## **4. Variations to be approved by Employer**

Notwithstanding anything herein contained, the Architect or his representative shall not, without the prior concurrence in writing of the Employer, issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum greater than Rs.2500/- and all instructions issued to the Contractor

should forthwith be brought to the notice of the Employer. The Contractor shall submit through the Architect a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

#### **5. Drawings, Schedule Of Quantities & Agreement**

The Contract shall be executed in triplicate and the Architect, the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof shall be furnished by the Architects 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. He shall pay for any further copies of such drawings required by the contractor. The Contractor shall keep one copy of all drawings on the works and the Architect or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the contractor he shall forthwith return to the Architect all drawings and specifications.

#### **6. Work sequence**

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

#### **7. Contractor's use of Estate**

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

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

#### **8. Contractor to provide everything necessary at his cost**

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

#### **9. No disruption to normal building functions**

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

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

11. The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be

scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

### **12. Protection of Work and Property**

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

### **13. Authorities, Notices and Patents**

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 22 thereof.

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

The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from 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.

### **14. Setting out of work**

The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of two year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

### **15. Materials and workmanship to conform the descriptions**

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

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

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

### **17. Dismissal of Workmen**

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

### **18. Access to Works**

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

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

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

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

**20. Assignments and Sub-letting**

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

**21. Alterations, additions, omissions etc.**

No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra 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, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 25 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

**22. Schedule of Quantities**

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

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 26 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.

**23. Sufficiency of Schedule of Quantities**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates

and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

#### **24. Measurement of Works**

The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (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 Assistant Manager(Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

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

All authorised extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.

The firm / contractor needs to provide well binding hard cover computerized Measurement Book for contract more than Rs.10.00 Lakh as per the Standard format given by the Bank.

#### **25. Prices for extra etc. ascertainment of**

The Contractor may, when authorised by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing. No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 14 & 22 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- (a)
  - (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
  - (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
- (d) Where extra work can not be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the “period of final measurement” stated in the Appendix, or if not stated, then defined in Clause 30 hereof.

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

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

**27. Removal of improper work**

The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials 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 Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

**28. Defects after virtual completion**

Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix hereto, if none stated, then **within 12 months** after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses 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 provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

**29. Certificate of virtual completion and Defects Liability Period**

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

**30. Nominated Sub-Contractor**

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

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

(a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.

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

(c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

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

The Employer reserves the right to use the Estate 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 materials for the execution of such work. 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.

### **32. Insurance in respect of damage to person and property**

The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. The liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain with effect from the date of commencement till issue of the completion certificate under this contract, with an approved insurance company, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Employer and the contractor ( the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.**

The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Employer and the Contractor( the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.**

The minimum limit of the coverage under the policy shall be **Rs. 2.0 Lakh per person** for any one accident or occurrence and **Rs. 5.0 Lakh in respect of damage to property** for any one accident or occurrence. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own**



**expenses effect and maintain, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company a policy of Insurance in the joint names of the Employer and the Contractor( the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.**

In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom. Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause.

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

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

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

### **33. Date of Commencement And Completion**

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

### **34. Damages for Non-completion**

If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 35 hereof and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "**Liquidated Damages**" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

### **35. Delay And Extension of Time**

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

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

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 34 will become applicable.

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

### **36. Failure by Contractor to comply with Employer's instructions**

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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

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

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 Employer first had and obtained,

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

Or if the Employer determine that the Contractor

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or

- (iii) 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
- (iv) Has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force 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 Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

### **38. Termination of Contract by Contractor**

If payment of the amount payable by the Employer 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 Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 25 hereof.

### **39. Certificates and Payments**

The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to be issued by the Employer's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Employer's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the

works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2, 28 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to the Employer.

#### **40. Delayed Payment**

Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

**41. Matters to be finally determined by Employer** The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9, 15, 16, 21, 25, 26, 28, 29, 30, 36 (a, b,c,d,f) , 37 hereof (which matters are herein referred to as the 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 Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 43 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

#### **42. Settlement of dispute by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in **Clause 42** hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

compromise, the arbitrator or the arbitrators, as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators, as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

#### **43. Right of technical scrutiny of final bill**

The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

#### **44. Employer entitled to recover compensation paid to workmen**

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

#### **45. Abandonment of Works**

If at any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

#### **46. Return of surplus materials**

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

**47. Right of Employer to terminate Contract in the event of death of Contractor, if individual**

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

**48. Accident Reports**

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

**49. Marginal Notes**

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

**50. Progress Of Work**

Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted in his tender form along with project schedule ( including details of all the important activities involved).

51. The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual activity along with reasons, if any for deviations from the approved/ accepted schedule.

**52. NON-DISCLOSURE CLAUSE**

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

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

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

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

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place**

### **Appendix Hereinbefore Referred To**

1.	Defects Liability Period	<b>Twelve months</b> from the date of Virtual Completion Certificate referred to in Clause 28 of the section “ <b>Conditions Hereinafter Referred To</b> ”.
2.	Period of Final Measurement	03 months
3.	Date of Commencement	10 <sup>th</sup> day from the date of letter of award of work.
4.	Completion Period	<b>04 months</b>
5.	Liquidated damages at the rate of	Rs.633/- per day of delay subject to a maximum of 10% of the contract value as per Clause 34 of the section “ <b>Conditions Hereinafter Referred To</b> ”.
6.	EMD	<b>2% of estimated cost</b>
	PBG	<b>5% of Contract Value</b>
7.	Retention percentage	<b>5% from each RA Bill</b>
8.	Security Deposit	<b>EMD/PBG + Retention Money Deposit</b>
9.	Value of works for interim certificates	<b>Rs.10 lakhs for RA bills</b>
10.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
11.	Interest for delayed payment	3% per annum
12.	Release of EMD	On submission of PBG.
13.	Release of SD	On completion of Defect Liability Period i.e. One Year from the date of completion.
14.	Release of Performance Bank Guarantee	On Virtual Completion of the work.

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

## GENERAL SPECIFICATIONS

The scope of work covers **Tender for Renovation of two Officer's flat at LA-Place, Lucknow.** for the Reserve Bank of India in accordance with drawings and specifications prepared by and under the direction and to the satisfaction of the Bank .

### **Contract:**

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

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

### **Dimensions:**

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

### **Contractor to include in his rates:**

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

### **Contractor to inspect site:**

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

### **Access to Site**

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

### **Setting out**

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

### **Access for Inspection:**



8. The Contractor is to provide at all times during the progress of the works and the maintenance period proper means of access, with ladders, etc. and the necessary attendance to move and adapt as directed for the inspection of measurement of the works by the Architects or their representatives / Employer .

**Attendance upon all trades**

9. The general contractor shall be required to attend on all the Tradesmen or Sub-contractors/contractors appointed by the Employer for water supply and sanitary, Electrical Installation, Lifts, Air-conditioning, Security Equipment, Hardware, Telephone and other specialist contractors. The rates quoted shall be inclusive of all attendance and also allow the other contractors, appointed by the Employer, use of his scaffolding and retain until such time the relevant sub-contract works are completed

**Cost of Transporting:**

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

**Materials, Workmanship and Samples:**

11. Materials shall be of approved quality and the best of their kind available and shall generally conform to latest version of I.S. Specifications. The contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead of requirements for use in the work. The work involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the Architects / Employer.

**Rates for Non-tender Items:**

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

**Rates to include:**

13. The rates quoted shall be for all leads and lifts and finished work.

**To ascertain from Contractor for the other Trades:**

14. The Contractor shall ascertain from other contractor as directed by the Architects /Employer all particulars relating to their work with regard to the order of its execution and the position in which chases, holes and similar items will be required, before the work is taken in hand as no claims for extras will be allowed for cutting away work already executed in consequence of any neglect by the contractor to ascertain these particulars beforehand.

Before ordering materials, the contractor shall get the sample approved from the Architects /Employer well in time.

### **Testing of Work and Material:**

15. The contractor shall arrange to test the materials to be used for the work as decided and directed by the Architect/Employer, at his cost in order to prove their soundness and efficiency. Before sending the samples of materials for testing, the samples shall be sealed and signed jointly by the contractor and the representative from the Bank and each sample shall be given distinct identification mark. On receipt of various test reports, proper record shall be maintained for all the test carried out showing respective identification marks of the samples and results. If after any such tests, the work or portion of works is found to be defective or unsound in the opinion of the Architects / Employer the contractor shall pull down and redo such works at their own cost. The materials found to be defective or declared unsound or not conforming to specifications etc., after testing, shall be immediately removed from the site by the contractor.

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

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

### **Clearing of site**

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

### **MATERIALS :-**

1. Materials shall be of the best approved quality obtainable and they shall comply with the respective latest IS specified.
2. Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the Bank's Engineer-in-charge.
3. In case of non-availability of materials in metrics sizes, the nearest size in FPS units shall be provided with the prior approval of the Bank's Engineer-in-charge for which neither extra will be paid nor any rebate shall be recovered.
4. All material shall be tested in any testing laboratory approved by the Assistant Engineer/ Assistant Executive Engineer / Engineer-in-charge, as per the testing guidelines issued by the Employer, which can be perused by the contractor from the office results of such tests in original issued by the laboratory shall be submitted to the Architects with copy to Assistant Engineer / Assistant Executive Engineer / Engineer-in-charge. **The entire charges connected with such testing including for repeated tests if ordered by the Bank's Engineer-in-charge shall be borne by the Contractor.**

5. It shall be obligatory for the Contractor to furnish certificate, if demanded by the Bank's Engineer-in-charge, from manufacturer or the materials supplier that the work has been carried out by using their materials and as per their recommendations.
6. All materials supplied by the Employer / any other specialist firm shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
7. Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specified Conditions, the quality of materials, workmanship, dimensions etc. shall be as specified herein under.
8. All equipment and facilities for carrying out field test on materials shall be provided by the Contractors without any extra cost.

## **Special Conditions & Instructions For the Work**

Tenderer may specially note the following:-

1. The work involved in this contract is for the **Tender for Renovation of two Officer's flat at LA-Place, Lucknow**. This is a running building and hence work is required to be carried out in a restricted place and no extra claim on this account shall be entertained by the Employer/Bank.
2. The workmen will not be allowed to stay within the premises.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The intending Tenderer can obtain any clarifications regarding the Quotation drawings specifications etc. from the department on any Bank's working day.
5. The Tenderer may please note that, the work has to be carried out during the day time or as per the Bank's instructions. The work shall be carried out by the Contractor by taking all necessary precautions to avoid inconvenience to the residents living therein. Therefore, the entire work involved shall be carried out with the least disturbance to the residents and also day to day cleaning has to be done by the contractor.
6. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
7. 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. No debris shall be stored or stacked in any area other than the area designated by the Bank. The contractors shall keep the premises clear during the progress of work and ensure to remove the debris / unwanted and or unserviceable materials created in the process of work on a day to day basis, and debris shall be taken out from premises on regular basis as advised by the Bank. Any debris etc. shall, in no case, be kept on Municipal footpath. In case of failure to do so, the contractors will be fully responsible for paying all the fines, if any, imposed by the Municipality or Court including attending to Court Summons etc.
8. All dismantling work and work generating noise shall be done during the day time and holidays. Contractor has to make available electric supply during the Evening & night time.
9. The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the labourers shall be cleaned properly, as per the entire satisfaction of Bank's Engineer.
10. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
11. The contractor shall use only approved brands of materials as given in the Annexure. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the tenderer.
12. The Contractor shall obtain working passes for the laborers to be employed for the work. Working passes with Identity Card with Photos to be obtained.

13. No movement of materials including debris into and out of the premises shall be permitted without the requisite formalities. Contractor will keep the Bank advised about the movement of materials/debris.
14. The rates quoted shall be valid for working at all levels, heights. No extra payment shall be made for scaffolding, staging, ladders etc. for transportation of laborers and materials at higher or lower levels.
15. The rates quoted should also include cost of covering all the furniture, computers and its peripherals, machines, cooler etc. in the work area with PVC sheet and cleaning and dusting the entire area and furniture before opening of that area on next day.

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

**Signature of**

**Contractor** :.....

Date :

Place:

## **TECHNICAL SPECIFICATIONS**

### **SCOPE OF WORK:-**

The scope of work covered under this contract comprises the **Renovation of two Officer's flat at LA-Place, Lucknow .**

### **MATERIALS AND WORKMANSHIP:-**

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

### **MATERIALS:-**

#### **Cement:-**

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.

The weight of Ordinary Portland cement shall be taken as 1440 kg per CuM (80 lbs per Cft.). Cement shall be measured by weight and in whole bags and each undisturbed and sealed 50 kgs. bag being considered equivalent to 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's Engineer-in-charge will be allowed on works and the source of supply shall not be changed without approval of the Bank's Engineer-in-charge in writing. Test certificates to show that cement is fully complying with the specifications shall be submitted to the Architect and notwithstanding this, the Architects may at their discretion, order that the cement brought on site and which they may consider damaged or of doubtful quality for any reason whatsoever, shall be retested in an approved testing laboratory and fresh certificates of its soundness shall be produced. Cement ordered for retesting shall not be used for any work pending results of retests.

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

#### **Fine Aggregate:-**

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

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

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

#### **Coarse Aggregate :-**

Shall consist of crushed or broken stone 85% of which shall be retained on 4.75 mm IS test sieve. It shall be obtained from crushing Granite, Quartzite, Trap, Basalt or similar approved stones from approved quarry and shall conform to IS-383 and IS-515. Coarse aggregate shall be chemically inert when mixed with cement and

shall be cubical in shape and free from soft, friable, thin porous, laminated or flaky pieces. It shall be free from dust and any other foreign matter.

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

**Reinforcement:-**

Reinforcement shall be of mild steel tested quality conforming IS 432-1866 and any other ISS applicable or deformed bar conforming to IS 1786 or hard drawn steel wire fabric conforming to IS 1566-1867.

All finished bars shall be free from cracks, surface flaws, and laminations, jagged and imperfect edges.

**Bricks:-**

Bricks shall generally comply with IS 1077 except in size which shall be conforming to the sizes locally available. Depending upon the quality of bricks they shall be classified as 1<sup>st</sup> and 2<sup>nd</sup> class.

Bricks shall be the best quality locally available table molded well burnt but not over-burnt, have plane rectangular faces with parallel side and sharp right angled edges, have a fine compact and uniform texture. The bricks shall be free from cracks, chips, flaws, stones or lumps of any kind and shall not show efflorescence either dry or subsequent to soaking in water. It shall emit a clear ringing sound on being struck and shall not absorb water more than 20% by weight. Common building bricks shall have a minimum compressive strength of 50 Kg per sq.cm. When used as panel in frame structure and 100 Kg per sq.cm. for load bearing wall construction, unless otherwise specifically stated in the schedule of quantities.

**Water:-**

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

**Cement mortar:-**

Mortar for plastering shall be prepared by mixing cement and sand in specified proportion. Proportioning shall be carried out as detailed in BOQ. Cement and sand shall be thoroughly mixed and water shall be added to it gradually. After addition of water the mix shall be mixed for a minimum of 3 minutes. The mortar mixed shall be consumed within 30 minutes of its mixing.

**Cement Concrete:-**

Concrete shall be prepared by mixing cement, sand and stone chips in specified proportion. Proportioning shall be carried out as detailed in BOQ. Cement, sand and stone chips shall be thoroughly mixed and water shall be added to it gradually. After addition of water the mix shall be mixed for a minimum of 3 to 5 minutes. The mortar mixed shall be consumed within 30 minutes of its mixing.

**Scaffolding**

Scaffolding shall be sound and strong, tied properly, over which the platform shall be fixed on which the workers / labours shall work at all heights.

The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regard under any circumstances shall be admissible.

Contractor is the sole responsible for any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

**(I) Painting & Colour Washing**

The work of painting colour washing shall be done according to latest version of IS 2395(1966) and 1477(1959) shall be to the entire satisfaction of the Engineer.

## **(II) White or Colour Washing**

### **(a) Preparation of surface**

The surface shall be scrapped thoroughly to remove existing distemper colour wash or white wash or any type of painting or any other protective film. Any major patch repair or crack shall be cut out and made good as specified under Patch Repairing. Cracks may be wetted thoroughly prior to filling or priming paint may be applied to the sides of the cracks to avoid undue absorption of water and subsequent shrinkage of the filling. For filling plaster of Paris gauged with about one third of its volume of hydrated lime or approved filler material.

Prior to painting, fine cracks may be filled with distemper or Enamel putty depending on the proposed finish.

Distemper or lime wash or any type painting shall be totally removed prior to repainting. The surfaces shall be wetted before scrapping.

Grassy or oily spots in the surface should be removed by approved method. One coat of chalk and glue may be applied before application of colour/ white wash. The rates quoted shall include all the above operations.

### **(b) Preparation of lime or colour wash**

The white wash/ colour wash shall be prepared from fat lime conforming IS 712(1964). The lime shall be slaked at site and shall be mixed and stirred with about 5 litres of water for one Kg of unslaked lime to make a thin cream. This shall be sieved through a muslin cloth. Also lime or colour wash in powder form packed in airtight drums may be considered to the above specification. Four Kgs of gum dissolved in hot water shall be added to each cubic metre of cream and 1.3 Kg of sodium chloride dissolved in hot water may be added for every 10 Kg of lime. For white wash blue will have to be added in it in the quantity and directed. If directed mineral colours not affected by lime may be added as directed by the Engineer.

### **(c) Applications**

The colour or white wash shall be applied with Moonj brushes (flat brushes) or spray pumps if approved, in the specified number of coats. The operation of each coat shall consist of stroke of the brush first given horizontally from right and then from the left and similarly the subsequent stroke from bottom upwards and the other from top downwards.

Each coat shall be allowed to dry before the next coat is applied. No portion of the surface shall be left out to be patched up later on. The sequence of application of paint shall be as under.

- (i) Apply first coat of colour wash or lime wash of lighter shade on the surface prepared as stipulated at (a) above.
- (ii) Indentations, unevenness etc. shall be filled to yield a uniform plain surface.
- (iii) Apply second coat of lime or colour wash of approved shade.
- (iv) Apply third coat of colour or white wash where stipulated.

## **(2) Exterior Painting**



The surface shall be prepared in the similar fashion as specified under lime and colour wash complete and all as per manufacturer's specifications and as directed by the Bank's Engineer. In addition, any existing fungus or mould growth shall be completely removed by thoroughly scrapping and rubbing down with bristle brush and sand paper and then washing down with clean water and allowed to dry. The surface shall be brushed with a soft bristle to remove any dust particles 24 hours after the wash.

(A) 100 % Acrylic paint.

#### Preparation

The ready mixed premium quality 100% Acrylic paint shall be prepared strictly according to the manufacturer's specification.

#### Application of painting and primer

The painting shall be carried out as follows.

- (i) Work is to be carried out as per the manufacturer's specifications.
- (ii) If directed by the Engineer additional coat of paint should be given to bring the surface to uniform shade and tone at no extra cost to the Bank.

### **(3) Painting for other surfaces**

#### (A) Acrylic Distemper / Premium Quality Interior Plastic Emulsion Paint

The paint shall be of approved manufacturer and shade.

- (i) Preparation of surfaces - The surfaces shall be prepared according to the instructions under lime and colour washing complete and all as per the manufacturer's specifications and as directed by the Bank's Engineer. In addition, before application of primer coat the surface shall be cleaned with water and allowed to dry.
- (ii) Preparation of paint – The paint shall be prepared strictly according to the manufacturer's instructions and specifications.
- (iii) Application of painting and primer
  - (a) Before application of primer coat, the surface shall be thoroughly dusted and then a coat of approved primer shall be applied. After allowing the surface to dry, the surface shall be sand papered lightly and indentations, unevenness etc. shall be made up by giving a coat of putty to obtain a uniform and plain surface.
  - (b) First coat of approved paint of approved brand and shade one or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush / roller.
  - (c) After allowing the surface to dry for a minimum period of 18 hours, light sand papering and touching up uneven spots with putty, second coat of paint shall be applied. This coat may be of final shade where coats of paint is specified. Where painting is specified to be in three coats, the shade of paint of the second coat may be one tone lighter than the final shade. The third coat where specified shall be of final approved shade. The final coat of paint shall always be finished by using rollers to obviate brush marks.

#### (B) Interior grade flat oil paint or plastic emulsion/ acrylic paint

The paint shall be of approved manufacturer and shade.

- (i) Preparation of surface – The surfaces shall be prepared according to the instructions under lime and colour washing. In addition, before application of primer coat the surface shall be cleaned with water and allowed to dry.
- (ii) Preparation of paint – The paint shall be prepared strictly according to the approved manufacturer's specifications and directions.
- (iii) Application of paint - First coat of paint of approved brand and shade one or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush.

**(C) Enamel painting – wood and plaster surface**

- (a) While preparing surface in old wood work, accumulated dirt, grime, mould, growth due to dampness etc. shall be removed and the surface examined for defects. All projections such as glue or whiting spots shall be carefully removed with stopping knife and cleaned after which all knots shall be filled with knotting solution. Resinous or loose knots shall be removed, and gaps filled with seasoned timber piece and made level with the rest of the surfaces.
- (b) Surface of previously painted wood work, if it is smooth and in the good conditions, shall be cleaned with white spirit or other detergent. Rub surfaces with abrasive paper wash, clean, removed with fresh water and allow the surface to dry. Defective and loose putty shall be replaced.
- (c) Where old painted surface has become badly blistered and cracked, the paint shall be completely removed either with blow lamp or with an approved quality paint remover.
- (d) In case of walls dados required to be painted with enamel paint, if the old paint is white or colour wash, distemper or oil bound distemper, the old coating shall be thoroughly scrapped off till the original plaster surface is exposed. If old paint is oil paint and in good condition, surface shall be sand papered and cleaned.
- (e) Painting shall be carried out as much as possible in dry and warm weather. Two or more coats of paint shall be applied to the surfaces as per schedule of work.

**Application of paint** - The enamel paint shall be of first quality unless otherwise specified. The painting work shall be carried out as per manufacturer's specification and as specified under.

- (a) Before application of primer coat, the surface shall be thoroughly dusted and then a coat of approved primer shall be applied. After allowing the surface to dry, the surface shall be sand papered lightly and indentations, unevenness etc. shall be made up by giving a coat of putty to obtain a uniform and plain surface.
- (b) First coat of paint of approved brand and shade one or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush.
- (c) After allowing the surface to dry for a minimum period of 18 hours, light sand papering and touching up uneven spots with putty, second coat of oil bound distemper shall be applied. This coat may be of final shade where coats of paint is specified. Where painting is specified to be in three coats, the shade of paint of the second coat may be one tone lighter than the final shade. The third coat where specified shall be of final approved shade.

**(4) Enamel painting to steel work**

- (a) The work shall Project of Generally be carried out as per latest version of IS 1477 (1959), wherever applicable and as directed by the Engineer.
- (b) The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scrapping and brushing with steel wire brushes and if necessary, the surface shall be cleaned by chipping or any other best-known methods, such as sand blasting and burning. The surface shall be made thoroughly dry.

- (c) Apply a coat of oil corrosive metal primer as specified of approved make.
- (d) Apply a coat of putty to make the surface even and uniform.
- (e) Apply first coat of ready mixed enamel paint of approved make, quality and shade. The first coat shall be a tone lighter when compared to the final approved shade.
- (f) Apply finishing coat of approved make as directed.

**(5) Painting CI, GI, Asbestos etc. pipes and fittings**

- (a) Paints – Paints, unless otherwise specified shall be first quality enamel paint of approved make and shade. The primer coat shall be red oxide or any approved suitable metallic primer ready mixed and of approved manufacture.
- (b) Preparation of surfaces – All rust and scales shall be removed by scrapping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away. The surface, if wet, shall be sun dried.
- (c) Application – After preparing the surface, one coat of primer shall be applied. Care shall be taken to ensure that the surface is fully and completely covered, special attention being paid to the joints.
- (d) When the primer coat has dried up and before any moisture, dirt, dust etc. settles on the surfaces, paint of the desired shade shall be applied to pipes. Application shall be done with brushes and the paint shall be spread evenly. The Surface shall be given two or more coats and shall finally present a uniform appearance.

**MODE OF MEASUREMENT**

The method of measurement for various items in the tender shall be generally in accordance with the IS: 1200.

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

**List of Materials of Approved Brand and/or Manufactures**

1.	Vitrified Tiles and Ceramic Tiles	H.R. Johnson, RAK, KAJARIA, NITCO, Bell, SOMANY
2.	Water proofing compounds	Roffe, Fosroc, Sunanda, Xypex, CICO, Imperno, Pidilite, Accoproof or approved equivalent.
3	Anti-Carbonation Coatings	BASF(India) Ltd; Sika India Ltd; STP India Ltd; Fosroc Chemicals; Pidilie
4.	Sanitary ware	Hindware, Parryware, Cera, JAQUAR or approved equivalent
5.	Plumbing and Sanitary Fittings	Jaquar or approved Equivalent
6.	C.I. Pipe & fittings	NECO or approved equivalent
7.	G.I. Pipe	Tata, Jindal or approved equivalent ISI marked
8.	All Paints & distempers	Jenson & Nicholson, Asian Paints, Shalimar, Goodlass Nerolac, Berger, ICI.
9.	Glass	Modi float, Asahi, Saint Gobain.
10.	Aluminum	Jindal or approved equivalent
11.	Cement	Ambuja, Ultratech,L&T,ACC
12.	SS Sink	Nirali or approved equivalent
13.	UPVC drain/soil pipe & CPVC	Astral, Ashirwad or other approved equivalent
14.	Ready mix polymer modified mortar	Ultra Tech, Wall Plast or other approved equivalent
15.	Cementitious putty	Birla White, JK and other equivalent approved
16	Plywood	Greenply, Greenpanel or approved equivalent
17	Laminate / Veneer	Greenply, Greenpanel or other approved equivalent
18	uPVC Windows/Door	Fenestra, Encraft, Kommerling, Wintech or approved equivalent

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

**Proforma of Bank Guarantee for Performance Security Deposit**

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

Regional Director  
Reserve Bank of India  
Estate Department  
LUCKNOW-226010

Date:  
Place:

Dear Sir,

**"Renovation of two Officer's flat at LA-Place, Lucknow . "**

**WHEREAS**

Reserve Bank of India, Lucknow, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

**NOW THIS GUARANTEE WITNESSETH**

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded

notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature .....

Name .....

Address .....

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



Reserve Bank of India					
Estate Department					
Lucknow					
Bill of Quantity					
Name of Work: - Renovation of two Officers flats no 403 & 502 at LA-Place Quarters, Lucknow					
Item No.	Description of item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	<b>Dismantling of dado in Kitchen / Attached Toilet Blocks and Wash Basin area including Brick Partition Wall of the kitchen.</b>				
	Carefully dismantling and removing the flooring including filled up materials from sunken portion of Toilet, Bath and Kitchen Mori, so as to expose RCC / masonry surface, cleaning the horizontal and vertical surfaces of the sunken area and also carefully dismantling & removing the existing dado / plaster up to lintel level, kitchen platform, kitchen brick wall (approximate size:- 2.47 x 2.30 x 0.15) inclusive of racking out joints in brick masonry works including disconnecting and removing existing G.I., C.I. pipes (both exposed and concealed ) etc. up to vertical stack along with G.I / C.I. fittings and fixtures such as bib cocks, stop cocks, shower ,flush cocks, wash basins with all fittings including brackets, flush tank, ewc/iwc/owc, P or S traps, nahani traps, medicine chest, towel rod, mirror, soap holder etc. with all necessary tools, labour, lowering, stacking the materials including all lead and lift as directed without causing any inconvenience to residents, making good all damages, and carting away debris out of premises dumping at authorized dumping yard and clearing the site etc. complete all as directed.				
<b>1.1</b>	<b>Flat</b>	7	Cmt		
	<i>Approximate sizes and qty of the areas are as under:</i>				
	<i>Attached toilet : 2.25 X 1.72 m, depth 0.40 m</i>				
	<i>Attached toilet : 2.30 m X 1.60 m, depth 0.40 m</i>				
	<i>Kitchen Mori: 0.90 m X 0.90 m, depth 0.20 m</i>				
<b>1.2</b>	<i>Dismantling of dado and plaster upto lintel level of kitchen, Attached toilet blocks and wash basin area</i>	85	Sqm		
	<b>Rate</b> (in words) :				
2	<b>Carefully dismantling loose/ damaged plaster and redoing new plaster:</b>	30	Sqm		
	(i) Carefully dismantling existing loose / damaged cement plaster of any thickness over brick wall/RCC surface in-side of flats including all necessary tools, labour, scaffolding, carting away debris outside the				

	Bank's premises and disposing at authorized dumping yard, making good all damages done, etc. complete as directed by the Bank's Engineer.				
	(ii) Providing and applying average 15 mm thick or required thickness, smooth finished cement plaster in Cement Mortar of 1:4 proportion (1 part sand: 4 parts coarse screened sand) over brick wall/RCC surface etc. complete.				
	<b>Rate</b> (in words) :				
3	<b>Conventional Integral Water-Proofing Treatment:</b> Providing and laying conventional integral cement based water-proofing treatment in sunken area of Bath , W.C. and Kitchen Mori as per following specifications:				
	i) Thoroughly cleaning of RCC surfaces, raking out joints of brickwork and carrying out necessary cement grouting if required in RCC slab and in floor-wall joints wherever required as directed by Bank's Engineer.				
	ii) If any cracks may found in the RCC slab of bath / w/c / kitchen shall be treated by making V groove and filled with cement grout mixed with SBR/ Polymer modified mortar as per the manufacturer's specifications.				
	iii) Providing and applying cement slurry duly mixed with approved waterproofing compound in recommended proportion as per manufacturer's specification to horizontal and vertical surfaces of sunken area all over the surface as per site requirement.				
	iv) Applying average 20 mm thick smooth finished waterproof cement plaster in cement mortar 1:3 admixed with approved waterproofing compound/admixture( 1kg per 50 kg of cement) to sunken area (all faces) including providing rounding at junction of floor & wall and finishing the plastered surface, all necessary tools, labour, watering, curing, etc. The treatment shall be continued above floor level up to a minimum height of 300 mm on the walls. The waterproof plaster as above shall also be done on the top of waterproof brick bat coba, before flooring tiles are laid.				

	<p>v) Providing and applying waterproof chemical coating in two coats with approved waterproofing cement compound as per manufacturer's specifications on finished waterproof plaster surface. vi) The waterproof surface shall be left for testing by ponding water in treated area for at least three days so as to ensure that no leakages or seepage of water is seen from treated area</p> <p>vii) The entire sunken portion shall be filled by providing and laying brickbat coba in cement mortar of 1 : 4 proportion (1 part cement : 4 parts screen sand) using well burnt brickbats in required layers and properly admixed with approved quality integral waterproofing compound / liquid admixture as per the manufacturer's specifications. The joints of brick-bats shall be suitably staggered.</p>				
	<p>vi) The rate also inclusive of all necessary watering / curing, grouting the holes made for plumbing and drainage lines properly to seal the leakages and make the surface watertight, etc. all complete as directed by Bank's Engineer. The water proofing works are to be carried out in workman like manner.</p>				
	<p><b>Flat- The approximate sizes of sunken portion are as under:</b></p> <p><i>Attached toilet : 2.25 X 1.72 m, depth 0.40 m</i></p> <p><i>Attached toilet : 2.30 m X 1.60 m, depth 0.40 m</i></p> <p><i>Kitchen Mori: 0.90 m X 0.90 m, depth 0.20 m</i></p> <p><b>Rate (in words) :</b></p>	27	Sqm		
4	<p><b>Kota Stone work in Kitchen as base slab for cooking platform and sandwich partition support:</b></p>	26	Sqm		
	<p>Providing, erecting/laying and fixing the <b>approximate 20 mm thick machine cut</b>, one side polished kota stone as base for cooking &amp; dry platform and vertical kota stone partition fixed in sandwich pattern with approx. 15mm C.M. 1:4, to support the platform including making grooves/chases in brick masonry / RCC work for fixing the stones (<b>min. 25mm bearing in floor and walls for proper fixity</b>), finishing grooves/ chases with Cement Mortar 1:4 mortar, edge polishing to the exposed faces of the kota stone, necessary tools, labour, curing, making necessary openings / holes for fixing sink, grating, gas pipe, hand polishing, filling the joints with neat cement and matching pigment, making good all the damages etc. complete all as directed by Bank's Engineer.</p>				
	<p>Note. Only exposed area will be measured and paid for.</p>				

	<b>Rate (in words) :</b>				
<b>5</b>	<b>Mirror polished Granite stone for cooking platform:</b>	12	Sqm		
	Providing and fixing in position <b>minimum 16 mm thick mirror polished Granite stone</b> slabs of approved shade in required shape and size over kota stone base as in above item (4) in bedding mortar of CM 1:4 of average 15 mm thick as sandwich pattern in proper line and level and slope towards sink. The granite top shall be in single piece up to sink and continuous in one direction. The granite slab shall be embedded in wall by making / cutting chase 25 mm in wall & suitably grouted in CM 1:4, filling joints with neat cement & matching pigment including all necessary tools, curing, etc. all complete as directed by the Bank's Engineer.				
	The rate shall also inclusive of making hole/opening for gas pipe and kitchen sink, providing heavy PVC pipe sleeve for gas pipe, providing half round edge moulding to opening made in granite slab for kitchen sink, etc. all as directed by Bank's Engineer.				
	The rate shall also applicable for providing and fixing fascia patti to kitchen platform with approved CM1:4, suitable anchorage, making grooves in wall, etc. All exposed faces and edges of Granite stone slabs/fascia patti shall be round moulded and polished.				
	The basic price of Granite Stone slabs shall be Rs. 2500/- per Sqm inclusive of all taxes at Ex-Godown in Lucknow.				
	Note. Only exposed area will be measured and paid for.				
	<b>Rate (in words) :</b>				
<b>6</b>	<b>S S Sink in Kitchen:</b>	2	Each		
	Providing and fixing in position ISI marked Stainless Steel Sink, size 510mm X 432 mm approximate 1 mm thick of approved make in kitchen platform with CM 1:4 including C. P. waste coupling of 40 mm dia. with reducer of 32 mm dia., 32mm CPVC pipe of conforming IS 15778 with approximate length of 2.50 mt including required fittings/ accessories, providing / making connections from waste coupling to termination over Nahani Trap in Kitchen Mori, cutting, jointing wastage, making necessary chases in wall, fixing and concealing pipe in wall , making good all damages to match with the adjoining areas, taking away debris out of Bank's premises etc. Complete all as directed.				
	<i>The Basic rate of a set of S.S. Sink + waste coupling shall be Rs. 3500/- inclusive of GST at Ex-Showroom/ Godown.</i>				
	<b>Rate (in words) :</b>				

7	<p><b>Dado in Kitchen, Wash Basin, Attached Toilet Blocks and cupboards area:</b></p> <p>Providing &amp; fixing 1st quality Ceramic tiles of approximate 8mm thick of approved make, colour/shade, design/pattern fixed/provided in proper line, level, plumb, including required scaffolding, cuttings, wastage, curing over a backing coat of average 12 mm thick rough / hatched finish cement plaster in Cement Mortar of 1:4 with neat cement paste mixed with waterproofing compound as per manufacturer's specification, filling tile joints with white cement and matching colour pigment wherever necessary, cleaning the surface after completion of the work, curing etc. complete all as directed. <i>Basic rate of Ceramic tiles shall be Rs. 400/-per Sqm inclusive of all taxes at Ex-Godown in Lucknow.</i></p> <p><b>Rate (in words) :</b></p>	185	Sqm		
8	<p><b>Ceramic tile flooring in Attached Toilet Area:</b></p> <p>Providing and Laying 1st quality, approximate 8 mm thick, anti-skid ceramic tiles of approved make, size, colour/shade, deign/pattern laid in proper line, level, including scaffolding, cuttings, wastage, curing in desired level/gradient in flooring set over average 20 mm thick or more as per site condition bedding in cement mortar of 1: 4 mixed with approved quality W.P. agent with neat cement paste, filling joints with white cement and matching pigment wherever necessary, cleaning the surface, etc. complete as directed by the Bank's Engineer.</p> <p>The basic price of tiles shall be Rs.400 /Sqm inclusive of all taxes at Ex- showroom / Godown at Lucknow.</p> <p><b>Rate (in words) :</b></p>	16	Sqm		
9	<p>Carefully dismantling/removing existing old mosaic tiles / kota stone / IPS flooring along with its bedding mortar and exposing RCC/PCC surface, cleaning the surface with wire brush including lowering the debris, stacking, carting away from the Bank's Premises and dumping at authorized dumping yard, etc. complete all as directed. Providing and laying in position first quality Vitrified tiles 600 X 600 mm in flooring, approximate 9.5 mm thick of approved make, shade/colour, design/pattern, laid in proper line, level, cuttings, wastage, curing and in desired level/gradient, if required etc. set over average 20 mm thick or more as per site condition in cement mortar 1:4 bedding admixed with waterproofing compound as per manufacturer's specifications and with neat cement paste, filling joints with white cement and matching pigment, cleaning the area after completion of</p>	172	Sqm		

	the work, etc. complete all as directed. The basic rate of tiles shall be Rs. 600 /- per Sqm inclusive of all taxes at Showroom/Godown Lucknow.				
	<b>Rate</b> (in words) :				
10	<b>Dismantling existing skirting and providing vitrified tiles skirting of 100 mm high:</b> Carefully dismantling existing old tiles skirting along with its backing plaster and exposing brick masonry surface, lowering the debris, stacking, carting away from the Bank`s Premises and dumping at authorized dumping yard, etc. complete all as directed by the Bank`s Engineer. Providing and fixing 100mm high vitrified tile approximate 9.5 mm thick skirting of approved make, shade/design laid in proper line, level, plumb over 12 mm thick cement plaster in cement mortar 1:4 with neat cement paste including filling joints in white cement mixed with pigment of matching shade, etc. complete all as directed by Bank`s Engineer. The basic rate of tiles shall be considered as Rs.600/- per Sqm inclusive of all taxes at Showroom/Godown at Lucknow.	148	Rmt		
	<b>Rate</b> (in words) :				
11	<b>Providing and fixing PVC SWR 100mm dia Nahni trap</b> conforming to IS 14735 including SS anti cockroach jail of self-cleaning design of approved make over suitable cement concrete 1:3:6 bed and making hole in wall, making good all damages to match with the adjoin areas as directed by Bank`s Engineers.	10	Each		
	<b>Rate</b> (in words) :				
12	<b>UPVC Drain Pipe line:</b> Providing and fixing 75mm dia. UPVC Drain pipe of approved make conforming to IS 13592 / 14735 in sunken area having minimum thickness 3.2 mm including requisite cutting of pipes and providing fittings and fixtures like socket, elbow, F-Tee, bend, wastage, scaffolding if required, working at all heights including making necessary connection for inlet and outlet pipes / chambers etc. complete.				
12.1	75 MM Dia	10	Rmt		
12.2	100 MM Dia	4	Rmt		

13	<b>Concealed CPVC pipes:</b> Providing and fixing Chlorinated Polyvinyl Chloride (CPVC-SDR11 Grade) pipes conforming IS 15778, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at min 600mm spacing for proper fixity. This includes jointing of pipes & fittings, with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints, including cutting of pipes, wastage, working at all levels etc. complete as directed by the Bank`s Engineer.				
13.1	<b>A) 20 mm dia pipe with necessary fittings</b>	60	Rmt		
	<b>Rate</b> (in words) :				
13.2	<b>B) 32 mm dia. Pipe with necessary fittings</b>	30	Rmt		
	<b>Rate</b> (in words) :				
14	<b>Floor Mounted EWC with dual flush tank:</b>	4	Each		
	a) Providing and fixing in position first quality White China vitreous floor mounted EWC with S trap of approved make including making connection with external soil/waste line vertical stack by replacing with new 110 mm dia. UPVC drain pipe approximate length 0.70 m wall piece and filling joints with epoxy based ready mixed cement based joint filling compound, white cement for joint finishing, making hole in wall and making good the damages to match with the surrounding surface as the case may be and at all lead and lift				
	b) Providing and fixing first quality dual flush type low level PVC tank with flush pipe with set of all internal / external fittings and fixtures, connecting and commissioning flushing system, etc. complete all as directed.				
	c) Providing and fixing first quality white plastic seat cover with necessary bracket/assembly with EWC, etc. complete all as directed.				
	d) Basic rate of EWC with dual PVC Flush Tank & PVC seat cover shall be Rs.4500/- each inclusive of all taxes in Ex-Showroom/Godown at Lucknow.				
	<b>Rate</b> (in words) :				
15	<b>Wash Basin:</b> Providing and fixing in position White China vitreous first quality Wash Basin of approved	6	Each		

	brand/make of approximate size 420X510mm with necessary CI bracket, 32 mm dia. CP brass waste coupling, 32mm dia C.P. Bottle trap with wall connection pipe and flange, 32mm CPVC pipe conforming to IS 15778 of approximate length 1.00 mt including required fittings/ accessories, painting of bracket, providing / making connections from waste coupling to termination over Nahani Trap below, cutting, jointing, wastage, making necessary chases in wall, fixing and concealing pipe in wall , making good all damages to match with the adjoining areas, taking away debris out of Bank's premises etc. Complete all as directed.				
	Basic price of a set of Wash Basin + waste coupling + bottle trap, shall be Rs.5100/- including GST at Ex-Showroom/Godown at Lucknow.				
	<b>Rate</b> (in words) :				
16	Providing and fixing in position in 15 mm dia C. P. Brass plumbing fittings/fixtures of approved make including C. P. brass extension piece, wall flange wherever necessary, white lead putty / Teflon tape etc., all tools & labour, testing etc. complete all as directed by the Bank's Engineer.				
16.1	<b>Concealed Stop Cock</b>				
	The Basic Price shall be Rs.1100/- each inclusive of GST at Ex-Godown in Lucknow	12	Each		
	<b>Rate</b> (in words) :				
16.2	<b>Basin Mixer</b>				
	The Basic Price shall be Rs.2650/- each inclusive of GST in at Ex-Godown in Lucknow	6	Each		
	<b>Rate</b> (in words) :				
16.3	<b>Angle Cock</b>				
	The Basic Price shall be Rs.750/- each inclusive of GST at Ex-Godown in Lucknow	12	Each		
	<b>Rate</b> (in words) :				
16.4	<b>Two way Bib Cock</b>				
	The Basic Price shall be Rs.900/- each inclusive of GST at Ex-Godown at Lucknow	4	Each		
	<b>Rate</b> (in words) :				
16.5	<b>Shower with Arm</b>				
	The Basic Price shall be Rs.1800/- each inclusive of GST at Ex-Godown in Lucknow	4	Each		
	<b>Rate</b> (in words) :				
16.6	<b>Wall Mixture</b>				
	The Basic Price shall be Rs.2800/- each inclusive of GST at Ex-Godown in Lucknow	4	Each		
	<b>Rate</b> (in words) :				



16.7	<b>Kitchen Sink Mixture</b>				
	The Basic Price shall be Rs.2800/- each inclusive of GST at Ex-Godown in Lucknow	2	Each		
	<b>Rate</b> (in words) :				
17	Providing and fixing in position other accessories of approved make with necessary SS screws, etc. complete all as directed by the Bank's Engineer.				
17.1	<b>Towel Rod (450 mm)</b>				
	The Basic Price shall be Rs.1350/- each inclusive of GST at Ex-Godown in Lucknow	4	Each		
	<b>Rate</b> (in words) :				
17.2	<b>Towel Ring</b>				
	The Basic Price shall be Rs.1700/- each inclusive of GST at Ex-Godown in Lucknow	6	Each		
	<b>Rate</b> (in words) :				
17.3	<b>Health Faucet</b>				
	The Basic Price shall be Rs.1600/- each inclusive of GST at Ex-Godown in Lucknow	4	Each		
	<b>Rate</b> (in words) :				
17.4	<b>Corner Shelf</b>				
	The Basic Price shall be Rs.1180/- each inclusive of GST at Go-down in Lucknow	4	Each		
	<b>Rate</b> (in words) :				
17.5	<b>Glass Shelf</b>				
	The Basic Price shall be Rs.1180/- each inclusive of GST at Ex-Godown in Lucknow	6	Each		
	<b>Rate</b> (in words) :				
17.6	<b>Medicine Chest</b>				
	The Basic Price shall be Rs.1500/- inclusive of GST in Go-down at Lucknow	4	Each		
	<b>Rate</b> (in words) :				
17.7	<b>Mirror with PVC frame</b>				
	The Basic Price shall be Rs.1500/- inclusive of GST in Go-down at Lucknow	6	Each		
	<b>Rate</b> (in words) :				
17.8	<b>Soap Dish</b>				
	The Basic Price shall be Rs.950/- inclusive of GST in Go-down at Lucknow	4	Each		
	<b>Rate</b> (in words) :				
18	<b>Window/Ventilator with Glass louvers -Replacement Modification in existing windows at bath and WC:</b>	6	Each		
	(i) Carefully dismantling/removing the existing wooden frame glazed window and taking away from the Bank's Premises.				

	(ii). Providing and fixing partly fixed and partly louvered glazed window of approximate size 0.47m x 1.35 m made out of powder coated aluminium section 63mm X 38mm X1.5mm thick as peripheral framework styles/rails. (iii)The provision of opening for 8” dia. exhaust fan shall be made by providing vertical/horizontal intermediate section 63mmX 38mmX1.5mm thick and making two separate panels for exhaust fan and glass louvers, etc. complete as directed.				
	(iv) Providing and fixing a pair of powder coated adjustable louver bracket with minimum overlap as 20mm in closed position in louver panel with necessary screws, 100-125 mm wide & 4mm thick frosted glass louvers and 4 mm thick frosted glass for closed panel ( remaining portion of exhaust fan), etc. complete all as directed by the Bank`s Engineer.				
	<b>Rate</b> (in words) :				
19	<b>Internal Re-Painting work:</b> - Providing and applying two or more coat of different type of paints of approved make in approved shade including removing loose scale of paint, cleaning, sand papering, preparing the surface, applying putty and levelling the surface, sand papering, applying wood/cement primer coat, etc. as per the manufacturer`s specifications over various surfaces as given below, etc. complete all as directed by the Bank`s Engineer.				
	The approximate quantities of various paint finishes in each flat are as under:				
19.1	<b>I) Acrylic Distemper Paint</b> on wall and other surface as per the manufacturer`s specifications in approved shade = 300.00 Sq. metre	600	Sqm		
19.2	<b>II) Synthetic Enamel Paint</b> on MS steel work like window grill as per the manufacturer`s specifications etc. = 11.00 Sq. metre	22	Sqm		
	<b>Rate</b> (in words) :				
20	<b>Kitchen Cabinet below the platform</b>	2	Each		
	<b>Modular Kitchen Cabinet:</b> Providing and Fixing Modular type Kitchen Storage Cabinet with SS Basket (GLOOSY FINISH) etc. below cooking and dry platform generally as per the following details, sketch and as directed at site.				
	(Approximate size of cooking platform 2.55 m x 0.64m X 0.76M, 1.22 m x 0.60 m X 0.76 m and 2.55 m x 0.64 m x 0.76 m.				

<p>(i) Providing and Fixing Plywood Box below the platform of required height for cooking and pantry/dry platform each as directed using 19mm thick water proof ply wood of approved brand with 7 Nos. vertical supports and 2 Nos. 150 mm wide plywood member for top and bottom each of box frame with necessary glue, screws, etc. All the edges of the plywood shall be covered with 6 mm thick teak wood beading. The ply shall be treated with approved quality anti-termite solution before fixing in position.</p>				
<p>(ii) Providing and fixing teak wood frame for basket/shutters etc. below cooking and dry/pantry platform with necessary intermediate supports using approved quality 2<sup>nd</sup> class Ghana teak wood sections of finished size 50 x 38mm with necessary screws, etc. These members shall also be treated with approved quality anti-termite solution before fixing in position.</p>				
<p>(iii) Providing and fixing S.S. 304 baskets of approved quality with S. S. clips ply fitting, nuts, bolts, washers, screws, pair of approved quality heavy duty telescopic channel of required size and all other accessories, etc. for fixing the baskets in wooden box cabinet.</p>				
<p>The approximate sizes of baskets are as under:</p>				
<p>Plain Basket:- 2 x 370 x 385 x 200</p>				
<p>Crockery Basket:- 370 x 385 x 100</p>				
<p>Glass Basket:- 370 x 385 x 100</p>				
<p>Plain Basket:- 3 x 370 x 385 x 150</p>				
<p>Corner basket having dia 600 mm - 2 Nos</p>				
<p>Cup-soccer Basket:- 370 x 385 x 100</p>				
<p>Dish/thali Basket:- 2 x 370 x 385 x 200</p>				
<p>Plain Basket:- 370 x 385 x 100</p>				
<p>Including all materials and labour etc. complete as directed.</p>				
<p>(iv) Front Side of the Storage Cabinet shall be finished with 18 mm thick approved make water proof ply forming drawers (approx. 6" deep) and shutters. All the edges of the ply shall be provided with 6 mm thick Ghana Teak Wood beading. Front side of the drawers and shutters shall be finished with 1.00 mm thick laminate of approved brand and shade.</p>				
<p>(v) The cooking platform shall also have one single leaf shutter for gas cylinder using 19mm WP Ply with teak wood beading and laminate as above and one double leaf shutter below sink with necessary finishes as above.</p>				

	(vii)Providing and fixing all hardware, etc. like 100 mm heavy duty SS Hinges (2 Nos. for each shutter), magnetic catchers, SS decorative handles, ventilator jali for all shutters including necessary cutting etc. all complete as directed.				
	(viii)All the exposed and internal surfaces of wooden members including ply shall be finished with three or more coats of polishing in approved tint including scrapping, preparation of base etc. to give smooth finished surface etc. all complete. As per sketch attached.				
	<b>Rate</b> (in words) :				
21	Aluminium Windows				
	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in- charge.				
21.1	For fixed portion				
	Powder coated aluminium (minimum thickness of powder coating 50 micron)	80	KG		
21.2	Powder coated aluminium (minimum thickness of powder coating 50 micron) For shutters of doors, sliding windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required.	300	KG		
21.3	Providing and fixing of the 5 mm thick glass including EPDM rubber / neoprene gasket required, clips etc. complete for item no 10.2 as directed by the Bank's Engineers.	40	Sqm		
22	<b>Providing and fixing ISI marked flush door shutters.</b> Providing and fixing ISI marked flush door shutters of 30 mm thick (including approved brand and design 4 mm thick veneer on both side of the flush door) conforming to IS: 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and including ISI marked nickel plated bright finished M.S. Piano hinges, SS door stopper of 150mm length, door	20	Sqm		

	handles of 150 mm using necessary stainless steel screws of required length and dia.				
23	<b>Providing and making Cupboards (4 cupboards in one flat)</b>				
	Providing and making cupboards of approximate size, 2 nos 1.20 x 3.00 mt and 2 nos 1.60 x 3.00 in one flat. Total four nos of shelves, one vertical of 1.2 mt heigh along with hanger arrengment by providing SS suitable rod, Two drawers should be provided in each cupboard with suitable teliscopic channel, handle and lock, all internal shelves, drawers should be finished with 0.80 mm laminate.	2	Each		
	The cupboards shoud be making using 6 mm thick back side (wall faced) BWR plywood and side verticals & shutters should be made by using 18 mm thick BWR grade plywood. The all internal face shoud be finished with 0.80 mm thick laminate and external face shoud be finished by using approved shade and patern of 1.00 mm thick laminate. All the edges of the plywood shall be covered with 6 mm thick teak wood beading. The ply shall be treated with approved quality anti-termite solution before fixing in position.				
	One 150 mm long SS handle, three hinges SS heavy quality, two magnets, one stopper should be provided for each shutter and one suitable approved quality lock between two shutters.				
	The rate shall be inclusive of required all material, labour, transportation, loading-unloading, favicol, screws, nails, tools & plants, wastage if any, making good damages to match with surroundings surface, carrying out work in workman like manner and as directed by Bank's engineers.				
		<b>Total Amount</b>			
				<b>Say</b>	<b>17,71,000.00</b>
	In words: ₹				

<b>Note:-</b>	
1) Materials & consumables of approved quality & make shall be used with the approval of the Bank's Engineers.	
2) The tenderer shall inspect the site and satisfy himself about the quantum of work involved before quoting the rates in the tender.	
3) Debris generated in the work is not removed / carted away from the Bank's premises by the contractor, then the same will be removed by the Bank at the contractor's risk and cost and the actual expenditure incurred for the same shall be recovered from any payment dues to the contractor. No request/claim in this regard will be entertained by the Bank.	
4) The quoted rates shall be inclusive of labour, loading/unloading, scaffolding, tools, transportation and all taxes e.g. GST, octroi, any other local, state & central Govt. taxes etc. applicable. No extra claim in this respect shall be entertained by the Employer.	
5) <u>Price Calculation for Basic Rate Item: -</u>	
Purchased Rate per respective item / unit + 15 % CP + GST as applicable – Basic rate mentioned in the tender (which is inclusive of 15 % CP + GST). No other extra payment shall be made in this regards like transportation, loading unloading, profit etc.	
<b>NAME AND ADDRESS OF THE CONTRACTOR:</b>	
<b>SIGN &amp; SEAL OF THE CONTRACTOR:</b>	
<b>Date:</b>	