



भारतीय रिज़र्व बैंक
पणजी क्षेत्रीय कार्यालय
संपदा विभाग

**“भारतीय रिज़र्व बैंक के अधिकारी क्वार्टर्स सेंट इनेज, पणजी, गोवा 403001 की संरचनात्मक मरम्मत/
पुनःप्लास्टर / बाहरी पुन रंगाई”**

भारतीय रिज़र्व बैंक, पणजी क्षेत्रीय कार्यालय "भारतीय रिज़र्व बैंक के अधिकारी क्वार्टर्स सेंट इनेज, पणजी, गोवा 403001 की संरचनात्मक मरम्मत/ पुनःप्लास्टर / बाहरी पुन रंगाई" में ऑनलाइन ई-निविदाएं आमंत्रित करता है। ई-टेंडर वेबसाइट <https://www.mstcecommerce.com/eprocn> के माध्यम से जमा किया जाना है। सभी इच्छुक बोलीदाता (सिविल कार्यो ₹10 लाख से ₹25 लाख के लिए पैनल में शामिल) निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ खुद को पंजीकृत करेंगे। इस कार्य पर ₹24.98 लाख रुपए (चौबीस लाख अट्ठानवे हजार रुपए मात्र) खर्च होने का अनुमान है।

पूर्ण विवरण के लिए कृपया निविदा दस्तावेज तकनीकी-वाणिज्यिक बोली (भाग I) और मूल्य-बोली (भाग II) देखें। इसके अलावा शुद्धिपत्र/परिशिष्ट, यदि कोई हो, बैंक की वेबसाइट पर <https://www.rbi.org.in/> 'निविदा और <https://www.mstcecommerce.com/eprocn> लिंक के तहत डाला जाएगा। बैंक सबसे कम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा के पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी एक या सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

निविदा की अनुसूची (एसओटी)

a. ई-टेंडर नं	आरबीआई/पणजी क्षेत्रीय कार्यालय/संपदा/4/24-25/ईटी/579[सेंट इनेज में संरचनात्मक मरम्मत निविदा]
b. निविदा का तरीका	ई-प्रोक्योरमेंट प्रणाली (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली https://www.mstcecommerce.com/eprocn) के माध्यम से
c. निविदा मूल्य	रु. 24.98 लाख रुपये (लागू जीएसटी सहित)
d. पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तारीख (निविदा समय देखें)	15/11/2024 को सायं 06:00 बजे
e. बोली-पूर्व बैठक	22/11/2024 अपराह्न 03:30 बजे
f. बयाना राशि	₹49,960/- (उनचास हजार नौ सौ साठ रुपये केवल) भारतीय रिज़र्व बैंक, पणजी के पक्ष में डीडी या एनईएफटी के रूप में, संपदा विभाग, भारतीय रिज़र्व बैंक, पणजी क्षेत्रीय कार्यालय 7वीं मंजिल, गेरा इम्पेरियम, -II, ईडीसी कॉम्प्लेक्स, पाटो प्लाजा, पणजी, गोवा- 403001 में भौतिक रूप में जमा किया जाना है। एनईएफटी विवरण पणजी खाता संख्या 186003001 आईएफएससी कोड – RBIS0PJA01 (RBIS-zero-PJPA-zero one) GST - 30AAIFR5286M1ZT
g. ईएमडी जमा करने की अंतिम तिथि	दि. 06/12/2024 को अपराह्न 02:00 बजे

h. ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि (प्रारंभ बोली तिथि और समय) https://www.mstcecommerce.com/eprocn	दिनांक 15/11/2024 को सायं 06:00 बजे
i. तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि (बोली बंद करने की तिथि और समय)	दिनांक 06/12/2024 को अपराह्न 03:00 बजे
j. (टीओई प्रारंभ समय) भाग I का उद्घाटन	दि. 06/12/2024 को अपराह्न 03:30 बजे
k. लेनदेन शुल्क	एमएसटीसी द्वारा लागू शुल्क प्लस जीएसटी @ 18% एमएसटीसी लिमिटेड के पक्ष में या मेसर्स एमएसटीसी लिमिटेड की सलाह के अनुसार एमएसटीसी पेमेंट गेटवे/एनईएफटी/आरटीजीएस के माध्यम से भुगतान किया जाना चाहिए।

नोट - यह नोटिस केवल सूचना के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में उद्धरण देने के लिए खुला निमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अवांछित प्रस्तावों को अनदेखा किया जा सकता है। तथापि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार भारतीय रिजर्व बैंक में भर्ती होने के लिए आवेदन कर सकते हैं।

क्षेत्रीय निदेशक
भारतीय रिजर्व बैंक
पणजी क्षेत्रीय कार्यालय



**भारतीय रिज़र्व बैंक/ Reserve Bank of India
संपदा विभाग/ Estate Department
पणजी, गोवा /Panaji, Goa**

ई-निविदा हेतु सूचना/Notice Inviting E-Tender

**भारतीय रिज़र्व बैंक के अधिकारी क्वार्टर्स सेंट इनेज, पणजी, गोवा 403001 की संरचनात्मक मरम्मत/
पुनःप्लास्टर / बाहरी पुन रंगाई**

**Structural repairs / re-plastering / external repainting of RBI Officers Quarters at
St.Inez, Panaji, Goa-403001.**

DISCLAIMER

Estate Department, Reserve Bank of India, Panaji has prepared this document to give background information on the contract 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.

2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. 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.

3. Reserve Bank of India reserves the right not to proceed with the appointment or to change the particulars of the contract, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

4. This document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the Bank whatsoever shall arise from the tender-process mentioned in this document unless and until a formal contract is signed and executed by duly authorized officers of RBI and the Contractor.

5. The Bank shall not be liable for any costs incurred by the contractor in the preparation of the response to this tender. No reimbursement of cost of any type will be paid to persons or entities expressing interest.



**Structural repairs/ / re-plastering / external repainting of RBI Officers' Quarters at St. Innez,
Panaji, Goa -403001.**

INDEX

SR. No	PARTICULARS	Page No.
A	Part I	
1	Schedule of Tender	2-3
2	Important instructions for E-procurement	4-9
3	Letter of offer	10-12
4	Articles of Agreement	13-17
5	General Instructions to Contractors and special conditions	18-56
6	Specifications & Mode of measurements	57-58
7	Special Instructions	59--61
8	Safety Code	62-63
9	Appendix herein before referred to	64
10	List of Materials of Approved Brand/ Manufactures.	65-66
B	PART II	
11	Un-priced Schedule of Quantities	67-77
12	Draft of Bank Guarantee for Earnest money Deposit Annexure – I	78-81
13	Proforma for performance Bank Guarantee Annexure-II	82-85

PART- I

(Techno-Commercial Bid)

SCHEDULE OF TENDER (SOT)

a. e-Tender number	RBI/PANAJI REGIONAL OFFICE/Estate/4/24-25/ET/579[Structural Repairs at St Inez]
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn/)
c. Tender Value	Rs.24.98 Lakhs (incl. of applicable GST)
d. Date of NIT available to parties to download (View Tender Time)	15/11/2024 at 06:00 PM
e. Pre-Bid meeting	22/11/2024 AT 03:30 PM
f. Earnest Money Deposit	Rs.49,960/- (Rupees: Forty Nine Thousand Nine hundred and Sixty only) in the form of DD or NEFT in favour of Reserve Bank of India, Panaji, to be delivered in physical form at Estate Department, Reserve Bank of India, Panaji Regional Office 7th floor, Gera Imperium-II, EDC Complex, Patto Plaza, Panaji, Goa-403001 NEFT Details Panaji, A/c No - 186003001 IFSC CODE – RBISOPJPA01 (RBIS-zero-

	<p>PJPA-zero one)</p> <p>GST no. 30AAIFR5286M1ZT</p>
g. Last date of submission of EMD	Till 02:00 PM on 06/12/2024
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at (Start Bid Date & Time) www.mstcecommerce.com/eprocn/rbi	06:00 PM on 15/11/2024
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid (Close Bid Date & Time)	At 03:00 PM on 06/12/2024
j. (TOE Start Time) Opening of Part-I	03:30 PM on 06/12/2024
k. Transaction Fee	<p>As applicable by MSTC plus, GST @ 18%</p> <p>To be paid through MSTC Payment Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.</p>

Important instructions for E-procurement

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

1	<p><u>Process of e-Tender:</u></p> <p>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 as well as Commercial 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).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprocn/</p> <p>1)Vendors are required to register themselves online with 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.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p><u>Contact person (RBI):</u></p> <p>a) Shri Raghunath Dhangada (Manager) ddraghunath@rbi.org.in Phone No. 0832-2467841, Mobile : 9769748106</p> <p>b) Shri Nikhil B. Amate (Asst Manager), amatenikhil@rbi.org.in phone No. 0832-2467833, Mobile: 7411913354.</p> <p>c) Shri Vijayanand Kurdekar, Junior Engineer, vnkurdekar@rbi.org.in, Phone No: 0832-2467849, Mobile No: 9765183082</p>
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Contact person (MSTC Ltd):

1. Mr. Tanmay Sarkar, Deputy Manager –, tsarkar@mstcindia.co.in Mobile-08349894664
2. Ms Rupali Pandey, Deputy Manager, rpandey@mstcindia.co.in, Mobile No. 9458704037/ Ph- 022 22822789
3. Ms. Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698
4. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789

Google hangout ID- (for text chat)- mstceproc@gmail.com

B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- 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 Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprocn/ . Tenders 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.
4	<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>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.</p>
4	Information about tender /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).
5	E-tender cannot be accessed after the due date and time mentioned in NIT.
6	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees 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.</p>

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

<https://www.mstcecommerce.com> → e-procurement → PSU / Govtdepts → 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 filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial 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.

j) 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

	<p>and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) 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.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable.</p> <p>Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	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.
10	Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprocn/ to familiarize them with the system before bidding.

Important Note

THIS IS A LIMITED TENDER ENQUIRY. THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RBI, PANAJI REGIONAL OFFICE FOR SUCH WORKS GIVEN BELOW UNDER THE CATEGORY 25 TO 50 LAKHS AND LOCAL BIDDERS/VENDORS FROM THE STATE OF GOA ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.

1. In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the

contractors must read the complete details of each items given in the un-priced bill of quantities given in Part-I of the tender.

Place:

Signature of Tenderer with name, & seal

Date:

Address:

E-mail:

Phone:

LETTER OF OFFER

Place: _____

Date: _____

To,

**Shri. Prabhakar Jha,
Regional Director,
Estate Department,
Reserve Bank of India, Panaji
Goa – 403001.**

Dear Sir,

Having examined the Specifications and Schedule of Quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with the Specifications and instructions in writing referred to in Conditions of quotation, 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)	Name of work	Structural repairs/ / re-plastering / external repainting of RBI Officers' Quarters at St. Innez, Panaji, Goa -403001.
b)	Estimated Cost of the Work	Rs.24.98 Lakhs
c)	Earnest Money Deposit	Rs.49,960/- (Rupees: Forty Nine Thousand Nine Hundred and Sixty only)

c)	Percentage if any, to be deducted from bills:	5% as RMD
d)	Time allowed for completion of the work from the date of commencement of the work:	90 days

Should this tender be accepted, I/ we hereby agree to abide by and fulfil 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 the EMD and pay to the Reserve Bank of India the amount mentioned in the said Conditions.

I/We will be depositing a sum of **Rs. 49,960/- (Rupees: Forty-Nine Thousand Nine Hundred and Sixty only)** as Earnest Money deposit with the Reserve Bank of India, TO BE DEPOSITED ALONG WITH THE TENDER, which amount will not bear any interest, in the form of Demand Draft or NEFT drawn in the favor of Reserve Bank of India. 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.

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i) _____

ii) _____

ii) _____

Name of the partner of the
firm authorized to sign: _____

OR

Name of person having Power of
Attorney to sign the Contract
(Certified copy of the Power
of Attorney be attached) : _____

Yours faithfully,

Signature of Contractor :

Witnesses:

1) _____

(Signature)

Address _____

2) _____

(Signature)

Address _____

Place:

Signature of Tenderer with name, & seal

Date:

Address:

E -mail:

Phone:

ARTICLES OF AGREEMENT

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

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

WHEREAS THE Bank is desirous of carrying out ‘**Structural repairs/ / re-plastering / external repainting of RBI Officers’ Quarters at St.Innez, Panaji, Goa -403001** as per Drawing and Schedule of Quantities showing and describing the work to be done to be prepared by or under the direction of Bank’s Engineer.

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon the said Drawings and / or described in the said Specification and included in the Schedule of Quantities at the respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS

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

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

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

The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions perform the agreements on their part respectively in the said Conditions contained.

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

This Contract is neither a fixed lump sum Contract nor a piece Work Contract, but it is a Contract to carry out the work in respect of **“Structural repairs// re-plastering / external repainting of RBI Officers Quarters at St.Innez, Panaji, Goa - 403001** to be paid for according to actual measured quantities at the rates contained in the Schedule of quantities or as provided in the said Conditions.

The Contractor shall afford every reasonable facility for the carrying out of all works relating to civilworks, temporary water supply, temporary electrical installations, and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to the existing area, etc. after the completion of such works.

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

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

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

All payments by the Bank under this contract will be made only at RBI Panaji, Goa.

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

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

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

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

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

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

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

Contractors shall comply with Minimum Wage Act and Labour Act 1970 or any other standard procedure in force. Notices/penalty, if any, issued/ imposed by any statutory bodies in the work due to lapses by the contractor in complying with the statutory norms/ requirements shall be paid by the contractor, without any claim to the Bank.

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

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

Signature Clause

SIGNED AND DELIVERED BY THE
RESERVE BANK OF INDIA by the hand

of Shri

(Name and designation)

In the presence of witnesses

(1)

Address.....

(2)

Address.....

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

(1)

.....

Address.....

(2)

Address

Witnesses

The COMMON SEAL OF:

Was hereunto affixed pursuant to the Resolutions passed by its Board of Directors at the meeting held

OnIn the Presence of

(1)

(2)

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

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

(2).....

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

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

Online e-tenders are invited for:

Structural repairs/ / re-plastering / external repainting of RBI Officers' Quarters at St. Innez, Panaji, Goa -403001.

“The tenders shall be submitted in online manner at MSTC E-commerce web site. Tenders shall be submitted online in two parts viz. Part - I containing technical and commercial details of the offer and Part - II containing prices only.

1. Part-I (Techno - Commercial Bid) tenders shall be opened at **3.30 pm. on 06/12/2024 at** Bank's Estate Department, Panaji Regional Office, Goa by the officials designated for the purpose in the presence of tenderers or their authorized representatives (along with letter of authority) should they choose to be present. The time and date for opening of Part – II shall be intimated to the contractors after scrutiny of the clarifications / conditions, if any, received in Part – I. If no condition is mentioned by any of the tenderer, part - II shall be opened on same day.
2. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of the tender Part -II, which period may be extended by mutual agreement. The tenderer shall not cancel or withdraw the tender during this period.
3. “The Earnest Money Deposit of **Rs.49,960/- (Rupees: Forty-Nine Thousand Nine Hundred and sixty only)** by a Demand Draft / NEFT or in the form of irrevocable Bank Guarantee issued by a Schedule Bank drawn in favour of Reserve Bank of India, Panaji, Goa in the prescribed format enclosed shall only be accepted by the Bank. ***Or EMD exemption is allowed to bidder having MSME certificate, certified and inspected by any state / central government organisation*** . The validity of the Bank Guarantee shall be for a period of **six months** from the date of opening of part I of the tender and shall be extended by the successful bidder up to the completion of the work. A tender which is not accompanied by EMD i.e., demand draft or an irrevocable Bank Guarantee will not be considered. The EMD will be returned to the un-successful tenderer(s) without Interest. The EMD paid by the successful tenderer shall be returned to the contractor after submission of PBG as per clause 4 below. No interest shall be paid on this deposit. 5% of the total value of work done will be recovered and withheld from their bills by the Bank as Retention Money (RM). The PBG shall be released to the contractor on completion of the work and the R.M.D. amount shall be released after successful completion of 12 months of Defect Liability Period from the date of completion of the work, provided all the defects pointed out are rectified. The security deposit (EMD/ PBG) of the successful tenderer and R.M. will be forfeited if he/she/they fails to comply with any of the conditions of contract. No

interest will be paid on Security Deposit and Retention Money withheld by the Bank.

4. Clause of Performance Bank Guarantee:

In addition to EMD & RMD stated above, a Performance Bank Guarantee (PBG) for 5% of the contract amount shall be submitted by the successful bidder before commencement of the work in the format enclosed as [Annexure II](#). Successful contractor shall submit Performance Bank guarantee (PBG) before commencement of the work on acceptance of the tender by the Bank and he/she/they shall submit the PBG within 10 days from the date of the letter of award of work. On receipt of PBG, EMD shall be returned to the contractor.

5. 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 or by a person holding the power of attorney in the case of a company. Otherwise, the Bank may reject the tender.

6. The security for the due fulfilment 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 Contractors towards **Retention Money**. This total amount will be termed as Security Deposit. On the Bank's Engineer issuing a certificate of the virtual completion of the works, the retention money deducted towards security deposit shall be released on expiry of the stipulated Defects Liability Period. The amounts retained by the Employer shall not bear any interest.

7. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part.

8. The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, among two or more contractors at its own discretion and the Contractors will have to execute orders for part of the items placed with them at the quoted rates. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same. In this context, the rates quoted for each item must be self-supporting and relevant.

9. Contract Agreement: On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to sign the formal Contract and within **fourteen days** thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person/ firm so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful tenderer.

10. Assignment and sub-letting: The Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.

11. The Contractor shall carry out all the work strictly in accordance with details, specifications, and instructions of the Bank's Engineer. If in the opinion of the Bank's Engineer, any changes have to be made in the specification the Contractor shall carry out the same. The Bank's Engineer's decision in such cases shall be final.

12. A schedule of probable Quantities in respect of each work and Specifications is enclosed. The Schedule of Probable Quantities is liable to alterations as per Bank's requirement. 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 amounts quoted against various items should be totalled in order to show the aggregate value of the entire tender.

13. 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 tender and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

Taxes/ levies to be included in the rates: The rates quoted in the tender shall include all charges for packing, transport, loading, unloading, delivery at site, hire for any tools and plants etc. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. **“The quoted rates shall be exclusive of GST. The applicable GST percentage as per the Govt. of India extant rules/regulations shall be added by the contractor at the end of the tender amount to work out the total tender amount to arrive the final contract value as indicated in SOQ-Part-II.”**

14. Prices of extras etc. and ascertainment:

a) The contractor may, when authorized and shall, when directed in writing by the 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 in writing within seven days, be deemed to have been given in writing.

b) No claim for an extra shall be allowed unless it is executed with the written approval of the Employer. Any such extra is herein referred to as 'Authorized extra' and payment shall be made in accordance with the following provisions.

i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein. Rates for all items wherever possible shall be derived out of the rates given in the Priced Schedule of Quantities.

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

iii) Where the extra works are not of similar character and/ or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer, the net rate 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 bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

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

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

The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable, and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of work if the quantities of any of the items of work exceeds by more than 25 % of the tender quantities, the quantities of such items executed, by the authority of Bank's Engineer, 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, contractors over heads and profit. The rates for all such items of work, being current ones, will not be eligible for price

adjustments 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 Bank, the contractor shall not be entitled to any claim on this account

15. Liquidated damages for delayed completion: Time allowed for carrying out the work is **90 days** which shall be strictly observed by the tenderer and it shall be reckoned from the **tenth day** of written order **or** the handing over the site whichever is later in each phase of work to commence the work is issued. 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 at the rate of **0.25% of estimated amount per week** i.e. **Rs. 6245/-** subject to a maximum amount of **10% of the contract amount**. The tenderer shall before commence work prepare a detailed work programme, which shall be approved by the Bank's Engineer.

16. 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 any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

16. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. The Employer will issue schedule of Instructions in respect of such additional items and their quantities in writing.

17. The successful tenderer must co-operate with other contractor(s) appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Engineer.

19. Defect Liability Period: Any defect such as peeling off, fading of paint or any other fault which may appear during **12 months**. Defect Liability Period stated in the Appendix hereto from the date of virtual completion of work in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any

money due or that may become due to the contractor. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

1. Quotation / tender shall be submitted containing technical and commercial details of the offer and prices only.
2. Quotations / tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the quotation / tender which period may be extended by mutual agreement and the contractors shall not cancel or withdraw the quotation during this period. The quoted rates shall be valid for a period of six months from the date of opening of quotation/ tender.
3. The RESERVE BANK OF INDIA does not bind itself to accept the lowest or any quotation and reserves to itself the right to accept or reject any or all the quotations, either in whole or in part without assigning any reasons for doing so.
4. All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and security deposit if the amount so permits and the contractor shall unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.
5. The Contractor shall not assign the Contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank's Engineer shall serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.
6. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's Engineer if in the opinion of Bank's Engineer and any structural change have to be made in the design and they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's Engineer's/Bank's decision in such cases shall be final and shall not be open to arbitration.
7. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank's Engineer. Each quotation should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totalled in order to show the aggregate value of the entire quotation/tender.
8. The contractors must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters

pertaining thereof.

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

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

11. Work shall be completed within contract period of **90 days**, which shall be reckoned from tenth day of issue of the work order. However, quoted rates shall be valid for six months from the date of the opening of the price bid. If the contractor fails to complete the work within the specified period, they/he shall be liable to pay LD at the rate of **Rs.892/-** per day, subject to a maximum of 10% of the contract amount for the entire work.

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

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

14. The contractor shall bear in mind that all the work shall be carried out strictly in accordance with the specifications made by Bank's Engineer and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.

15. The successful tenderer should make his own arrangement to obtain all materials required for the work. The samples and the design of fencing is to be submitted by the successful contractors shall be retained till the completion. If not submitted the materials shall be as approved by the Bank. Sample of all fittings and fixtures of materials quoted for the illustrations with descriptive design on the same shall be submitted by the successful contractor.

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

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

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

Place:

Signature of Contractor with name, & seal

Date:

Address:

E-mail:

Phone:

THE CONDITIONS HERE IN BEFORE REFERRED TO

Interpretation of Clause 1. In the contract (as hereinafter defined) constructing these Conditions, the specifications, Schedule of Quantities and Contract Agreement, the following words an expression shall have the meaning therein assigned to them except where the subject or context otherwise requires:

(a) "Bank" Shall mean The RESERVE BANK OF INDIA and shall include its assigns and successors.

(b) "Contractor" in the case of a partnership firm "Contractor" shall mean and.....partners in the name and style of

.....
.....
.....and having a place of business at
.....
and shall include the partners for the time being of the said firm the legal representatives of a deceased partner.

In the case of Individual "Contractor" shall mean Shri trading in the name and style of

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.....and shall include its heirs, successors and legal representatives.

In the case of company "Contractor" shall mean a company incorporated under 19..... / 20..... and having its registered office at

.....
..... and shall include his successors and assigns.

- (c) "Engineer" Shall means the person appointed by the Bank to act as Engineer for the purpose of the contract and named as such in the conditions.
- (d) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.
- (e) "This Contract" Shall mean the Articles of Agreement, the Special conditions, the Conditions, the Quotation, the letter of acceptance, the Appendix, the Schedule of quantities and Specification and such further documents as may be expressly incorporated in the letter of acceptance or article of agreement attached hereto and duly signed.
- (f) specification " Means the specification of the works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
- (g) "Bill/ Schedule of Quantities" Means the priced and completed bill of quantities forming the part of Quotation
- (h) "Quotation" Means The Contractor's priced offer to the Bank for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
- (g) "Letter of acceptance" Means the formal acceptance by the Bank of the quotation

- (f) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Quotation any sum, either as a percentage or otherwise, then the net price of any item in the quotation shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Quotation as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the quotation. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- (h) "The Works" **"Structural repairs/ / re-plastering / external repainting of RBI Officers Quarters at St.Innez, Panaji, Goa -403001.**

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

Scope of Contract

2. The contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawing and/or written instructions, details directions and explanations which are hereafter collectively referred to as "Bank's Instructions" in regard to:-

The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

Any discrepancy in the Drawings or between the Schedule of Quantities and/ or Drawings and/or Specification.

The removal from the site of any material brought thereon by the Contractor and the substitution of any other material, therefore.

The removal and/or re-execution of any works executed by the Contractor. The dismissal from the works of any persons employed thereupon.

The opening up for inspection of any work covered up.

The amending and making good of any defects under clause 19 thereof.

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

Variations to be approved by the Bank

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

Drawings, Schedule of Quantities and Agreement

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

Contractor to provide everything necessary at his cost

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

Authorities,
notices and
patents

5. The contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose, systems the structure is proposed to be connected, and shall, before making any variations from the drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or by-laws in question, and any variation so necessitated shall be dealt with under Clause 13 thereof.

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

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

Setting out
of works.

6. The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and got approved prior to proceeding of the work. If the contractor fails in their role, any errors/defects it shall be rectified at his own expense to the satisfaction of the Bank's Engineer.

Materials & workmanship to conform to description 7. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out test of any materials as per relevant IS provisions through the reputed labourites prior to use in the work.

Contractor's superintendent and representative on the works. Dismissal of workmen. 8. It shall be responsibility of the contractor to deploy supervisory team, as felt necessary, for smooth handling of the site from all respect.

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

Access to works 10. The Bank, the Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank, the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. No person not authorized by the Bank or the Bank's Engineer except the representatives of public authorities shall be allowed on the works at any time.

Access to works

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

Assistant Manager/ Manager

11. The term Assistant Manager (Tech.)/ Manager (Tech.) shall mean the person appointed and paid by the Bank and acting under the orders of the Bank's Engineer to inspect the works in the absence of the Bank's Engineer; the contractor shall afford the Assistant manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Assistant Manager (Tech) nor any representative of the Bank's Engineer shall have power to set out works or to revoke, alter, enlarge or relax and requirements of the Contract, or to sanction any day work, additions, alterations, deviations or omissions, or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Bank.

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

Assignment and Subletting 12. The whole of the works included in the Contract shall be executed by the contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part / share thereof or any interest therein without the prior written consent of the Banks and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

Alterations, additions, omission etc.

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

Schedule of Quantities.

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

Sufficiency of Schedule of quantities

15. The Contractor shall be deemed to have satisfied himself before quoting as to the correctness and sufficiency of his quotation for the works and of the prices stated in the Schedule of Quantities and/ or the Schedule of Rates and Prices which rates and prices shall cover

all his matters and things necessary for the proper completion of the works.

Measurement of works 16. The Bank's Engineer may from time to time intimate to the Contractor and the Bank that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Agent to assist the Bank's Engineer or the Bank's Engineer's representative or the Assistant Manager (Tech)/ 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 Bank's Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

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

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

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

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

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

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

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

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

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

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

The Contractor should note that unless otherwise stated the quotation is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of the work if the quantities exceeds by more than 25% of the quotation quantities, the quantity of such items executed, by the authority of the Engineer

of the project and with the concurrence of the Bank, in excess of 25% of the quotation quantity shall be considered as extra item of work for which contractor shall submit fresh rates supported by rate analysis worked on CPWD or on actual cost basis +15% towards the establishment charges ,contractors overhead & profit .The rates for all such items of work ,being current ones, will not be eligible for price adjustment due to increase or decrease in prices or materials and labour rates as per escalation formula, if any ,given in the quotation .If any of the items of work is omitted from the accepted quotation at the sole discretion of Bank, the contractor shall not be entitled to any claim on this account.

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

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

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

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

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

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

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

No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objections or (Save where the "Bank's Engineer and Contractor shall otherwise agree) who will not enter into a Contract providing.

That the nominated Sub-Contractor shall indemnify the Contractor

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

That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the contractor or under any Workman's Compensation Act in force. Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Bank's Engineer's Certificate provided that before any Certificate is issued, the Contractor shall upon request furnish, to the Bank's Engineer proof that all nominated Sub-Contractor's accounts, included in previous Certificates have been duly discharged, in default whereof the Bank may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Bank and Sub-Contractor.

Other persons employed by Bank

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

be responsible for any damage or delay which may happen to or occasioned by such work.

Insurance in respect to damages to persons and property

24. The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the building and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Bank, an **Comprehensive All Risk Policy** for Insurance for the full amount of the contract including earthquake risk in the joint names of the Bank and the contractor (the name of the former being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the Bank before commencing the works.

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

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

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

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

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

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

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

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

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with

the provisions of this clause and shall produce or cause to produce to the Bank such policies. The contractor shall not permit a **nominated sub-contractor to commence work at the site unless the said insurance policies are submitted.** In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

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

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

Date of commencement and completion.

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

Liquidated Damage for non-completion

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

Delay and extension of time

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

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

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

Termination
of contract
by the Bank

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

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

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

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

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

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

Has abandoned the Contract, or

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

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

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

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

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing of using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen

days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

Termination of
Contracts by
Contractor

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

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

Certificates
and
payments

31.(a) The Contractor shall be paid by the Bank from time to time by instalments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the Appendix as 'Value of work for Interim Certificates" (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention Percentage for Interim Certificates" until the total amount retained shall reach the sum named in Appendix as "Total "Retention Money" after which time instalments shall be up to the full value of the work subsequently so executed and fixed in the building. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Bank in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix as "Installment after Virtual Completion" being a part of the said Total Retention money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as " the Defect Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always

that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under Clause 2 and 20 not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

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

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

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

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

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

Delayed
Payment

32. Any amounts payable by the Bank to the Contractor in pursuance of any certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period of 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 Bank until the payment.

Matters to be
finally
determined
by Bank

33. The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clause 2 (a), 2(b), 4,7,12,19,27 (a, c,d,e,f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

Settlement of
disputes
through
arbitration

34. All disputes and difference of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the Bank with respect to any of the expected matter shall be final and without appeal as stated in clause 33 hereof. But if the contractor be dissatisfied on any matter the contractor may within 28 days after receiving notice of such decision upon.

Such written notice shall specify the matters, which are in dispute

of difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between party and party and shall direct by whom and whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

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

Right of
Technical
Scrutiny of
Final Bill.

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

Bank entitled
to recover
compensation
paid to
workmen.

36. If, for any reason, the Bank is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re- enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it form the security deposit or from any sum due by the Bank to the Contractor under this contract or

otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Bank for all cost for which the Bank might become liable in consequence of contesting such claim.

Abandonment of works. 37. If at any time after the acceptance of the quotation, the Bank shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have to claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

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

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

Date:-

Signature and seal of contractor

Place:-

Name and address:

E-mail id:

Phone:

SPECIFICATION AND MODE OF MEASUREMENTS

01. QUALITY

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

02. INSPECTION AND TESTING

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

03. SAMPLES

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

04. INDEPENDENT TESTS

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or any other NABL lab approved by the Engineer/ Bank in order to check the supplier's works tests and analysis. The procedure for the testing and acceptance criteria will be as stated in the respective I.S codes. The contractor shall at his own expenses supply and deliver to a Testing House or

Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his Representative, the materials represented will be rejected. Testing charges shall be reimbursed to the contractor on submission of original receipt of the charges.

05. MODE OF MEASUREMENT

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

SPECIAL INSTRUCTIONS

1. Labour will not be allowed to stay at site.
2. The work may have to be executed **at Reserve Bank India, Officers' Quarters, St. Innez, Panaji, Goa- 403001**, therefore work shall be executed in planned & phased manner, which shall be planned in consultation with the Bank's engineer. Contractor shall shift the existing dense forest, debris /construction materials if any to the desired location, as required, to create the working space. Working space and other area shall be suitably barricaded using polythene sheet. The dust/dirt, in road/pathway sides/adjacent premises, shall be cleaned on day-to-day basis failing which same will be got done at contractor's risk and cost. The work shall be planned so as to complete the work within specified time period.
3. As the work is to be executed at open plot therefore, care shall be taken to safety from animals, reptiles, & insects etc. The contractors shall be fully & wholly responsible for any incident take place at site. The Contractor shall take this in account and accordingly contractor will have to quote the rate and deploy the manpower so as to complete the entire work within specified time period.
4. Contractor will have to make his own arrangement to hoist all the material, tools and plants etc. at the place of work as well as lowering down the same along with debris and salvaged material without causing any dust, nuisance, spillage and safety hazards. For this purpose, the contractor will have to get his scheme approved well in advance from the Bank and shall have to incorporate any changes suggested. No debris more than a truckload shall be allowed to be accumulated at site. Debris shall be placed in location as directed by Bank's Engineer & shall be kept in gunny bags etc.

5. Contractor shall not be allowed to store any of the debris material inside the plot. Necessary arrangements shall be made in advance with the prior approval of Engineer-in-charge to transport all debris by means of suitable chutes and stack the same wherever directed prior to carting away from the Banks premises.
6. Work platforms erected shall be such as to facilitate safe working of workers and supervisors as also to support man, materials and debris on at least three to four levels simultaneously.
7. Contractor shall, before start of the work submits his/their time schedule for various activities to be carried under the contract
8. The work is required to be carried at the open plot. Contractor shall be required to give his best possible co-operation to offer minimum of inconvenience to the villagers, neighbours to the extent possible.
9. Electricity and water supply will be provided at a point in the premises and the contractor has to make his own arrangements to carry these to the place of work.
10. Permission, if any, required from the local bodies shall be obtained by the Contractor. Charges towards the same shall be reimbursed after submission of original paid receipt.
11. The intending Contractors can obtain any clarifications regarding the Quotation drawings, specifications etc. from the department on any Bank's working day.
12. The evaluation of the lowest bidding amount will be considered is inclusive of applicable GST over the net total amount of the work.

13. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer. Non-clearance of the debris even after Bank's instructions will cause removal of the same at risk and cost of the contractor.
14. The Contractors shall use only approved brands of materials as given in the e-quotation. The Bank will be at liberty to choose any brand of materials from the names given therein in.

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

Place: Signature and seal of the Contractor

Date: Name & address

Phone/Mobile No.: E-mail:

SAFETY CODE

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

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

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

The excavated material shall not be placed within 1.5 meters of the edge of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

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

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

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

Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

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

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

Workers shall be provided with safety belts, safety helmets, aprons, safety shoes and other safety equipment's. No worker shall be allowed to climb the scaffolding without safety belts. All labours shall be provided with safety helmets and failure to comply with condition will subject to recovery towards the cost of helmets of all labours.

Place: **Signature and seal of the Contractor**

Date: **Name & address**

Phone/Mobile No.: E-mail

APPENDIX HEREINBEFORE REFERRED TO

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

Defects Liability Period	Twelve months
Period of Final bill settlement	Three months from the date of Virtual Completion.
Date of Commencement	Within 10 days from the date of issue of work order.
Date of Completion	Contract period is 90 days which shall be reckoned from tenth day of issue of the work order. Quoted rates shall be valid for six months from the date of the opening of technical bid.
Rate of Liquidated damages at the rate of	Rs.892/- per day subject to a maximum of 10% contract value.
Value of works for interim Certificates	12.50 lakh
Retention percentage	5%
Return of EMD	EMD shall be returned to contractor after submission of Performance BG or after virtual completion of the work.
Period of honouring Certificate for payment	One month for R A bill
Interest for delayed payment	Three percent per annum.
Instalment after virtual Completion	Performance BG shall be returned after virtual completion of the work.
Interest for delayed payment	Three percent per annum.

Date: -

Signature and seal of the contractor

Place: -

Name and address:

Phone/Mobile no.

E-mail address

LIST OF APPROVED MATERIALS LIST OF APPROVED MATERIALS

1. All materials shall be of the 1st quality ISI marked/ ISI Standard approved.
2. If the approved brands mentioned are not available, equivalent make as may be approved by the Bank / Bank's Engineer only to be used on the work.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be got approved from the Bank's Engineer prior to the commencement of the work. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.

Paints / Primers / French spirit / Melamine Polish / PU coating	Asian Paints, ICI, Jenson & Nicolson, Goodlass Nerolac, Berger or approved equivalent.
Plywood & marine ply marked with relevant ISI code	Kit ply, Anchor, Century, Mayur, Achidply or approved equivalent etc.
Laminate	Sunmica/ Formica, Kitlam, Greenlam, Sundeck or approved equivalent.
Aluminium extruded sections	Jindal, Hindalco or approved equivalent.
Glass / Mirror	Modiguard, Saint Gobain, Asahi Glass Co or approved Equivalent.
Cement	A.C.C, Ultra Tech, Ambuja, Birla, or approved equivalent.
White Cement / White Cement based Putty	Birla White, JK white of approved equivalent
Hardware	Ebco, Hetich, Blum, Dorma, Grass, Enox, Palladium, Acme Flora, Godrej or approved equivalent
Glass Fittings	Palladium, Acme, Hetich or approved equivalent
Ready-mix Plaster	Ultra-Tech (Ready plast), Wall last (Easy Plast), MYK Laticrete (Powerplast), ACC, Easy Plast or approved equivalent.
Adhesives	Fevicol SH, Araldite, Vamicol, or approved equivalent
Flush doors	Kitply, , Anchor, Century or approved equivalent etc.

MDF Board	New wood or approved equivalent ISI mark (Exterior quality)
Veneer/	Mayur, Century, Archid or approved equivalent etc
Ready Mix mortar/ Plaster	ACC, Ultra Tech, Easy Plast, Wall Plast or approved equivalent etc
Modular Toilet Cubical	Inner Space, Merino or approved Equivalent
<u>Waterproofing Chemicals</u>	Dr. Fixit waterproofing Chemicals, Fosroc, Ardex Endura, Sika, Sunanda chemicals ,Cico etc.

Approved make of electrical materials:

Description of material	Approved makes
FRLS copper conductor PVC insulated wires	Cable Corporation of India / Gloster / Finolex / Polycab
RCCB / MCCB / MCB / ELCB / DB	L & T / Siemens / ABB / GE / Merlin Gerin/ Legrand / Hager
Switch, Plug socket,	Legrand / Anchor / Panasonic
Light fittings	Philips / Wipro / Bajaj
Fans	Philips / Crompton / Havells / Bajaj

NOTE: i) All the materials should get approved from the “Bank's Engineer “/ Bank before used in the work by the contractor. Equivalent means equal in quality and cost to be approved by the Bank.

Place:

Date: -

Phone/Mobile no.

Signature and seal of the contractor

Email:

Part – II

Un-price Schedule of Quantities

Sr. No	Description	Quantity	Unit
1	<p>Plinth Protection</p> <p>Making Plinth Protection 50 Mm thick of cement 1:2:4 (1 cement :2 coarse aggregates Zone (III) : 4 sand derived from natural sources over 75mm thick bed of dry brick 40mm nominal size well rammed and consolidated and grouted with fine sand including necessary excavation/ dismantling the existing plinth protection, in line level, & dressing, Finishing and Curing etc. complete</p>	64	Sqm
2	<p>Providing, fixing and erecting bamboo scaffolding in “Double face structure”, as required along with desired approach system for the external repairs and repainting of the Bank’s residential building & respective O.H. tanks of the colony to enable for the execution of all items of works, all complete with necessary support, propping system etc. suitably designed for the safe working conditions, also tarpaulin / waterproof sheets to protect work areas from rain, dismantling and carting away the entire scaffolding system, collecting the entire debris at the directed locations and disposing the same time to time outside the colony premises, all complete as directed by the Bank's Engineer.</p>	650	sqm
	<p>Note: Safe and sturdy scaffolding structure shall be erected at various locations of one building at a half portion at a time. The same scaffolding shall be removed, carted to another half portion of the building and re-erected. The cost of such structure is to be assessed suitably as a whole for each building which is included in the following various items under Sr.No. 2 to 17 of work wherever indicated till completion of all the works</p>		
3	<p>Safety Nylon Net</p>		

	Providing, erecting, maintaining, and removing temporary protective screens of NYLON NET in two layers (safety net and dust net. First layer of HDPE safety net os size 12mm x 20mm and second layer of polypropylene dust net) with all necessary fixing arrangement to ensure that it remains in position during dismantling and repair work etc. all complete as per the direction of Bank's Engineer.	450	Sqm
	Note:- One set of safety net shall be reused further three times and it shall include the cost of removing and refixing at new location. If required, the net shall be repaired/replaced if found damaged during the work as per the instructions of Bank's engineer hence the rate shall be quoted accordingly.		
	Note: - One ply shall be re-used five times and it shall include the cost of removing and refixing at new location hence the rate shall be quoted accordingly.		
4	Providing Protection to windows		
	The existing aluminium / wooden windows of all the flats should be covered carefully with minimum 6 mm thick plywood, so as to cause minimum damages to the windows. The plywood should be fixed properly with due care and should be fixed in a such a fashion that the windows can be opened with ease. In case where the window is already damaged before fixing, the contractor should bring it to the notice of the Bank`s Engineer. Note:- One ply shall be re-used five times and it shall include the cost of removing and refixing at new location hence the rate shall be quoted accordingly.	145	Sqm
5	Dismantling and removing the existing damaged plaster and re-plastering with factory made ready mixed cement plaster on external surfaces- sand cast finish.	550	Sqm
	Carefully dismantling and removing the existing loose / damaged plaster of any thickness on the external / internal surfaces of the building over masonry, R.C.C walls / members etc in patches, using chisel and hammer or any other approved		

	method, to expose the brick work / R.C.C members without damaging them including removing, lowering, stacking, disposing off and carting away the debris from the Bank's premises, preparing the surface by raking and removing the loose mortar / bricks / concrete on the walls & washing with good quality water of the entire surface etc.		
	Applying cement slurry admixed with the water proofing compound of approved make over the exposed brick wall surfaces / RCC surface.		
	<p>Providing and laying factory made ready mixed cement plaster of minimum 20 mm thick in two coats of approved make</p> <p>a) The base coat of minimum 12 mm thickness using approved ready mixed plaster to proper plumb level & line including making the plaster surface rough to receive the top finish coat allowing the surface for curing.</p> <p>b) Applying top / finish coat plaster of minimum 8 mm thickness with similar ready mix plaster finishing in perfect plumb, line & level so as to obtain fine sand grain finish including polypropylene nets on the frame / masonry junction 300 mm wide to entire length with proper anchoring / applying cement slurry (which shall be measured and paid separately) curing etc..</p> <p>c) The rate shall suitably include for disposing off the debris out of the colony premises but excluding of scaffolding which is already considered to be measured and paid under item no.2 all complete as directed by the Bank's Engineer.</p>		
6	Providing and applying 100% acrylic emulsion, stretchable, water repellent, semi-elastomeric external grade paint for external surfaces of buildings / structures.	850	Sqm
	Suitably preparing the external surfaces of walls, parapet walls, soffits, tops and vertical sides of R.C.C members, such as roof, floor slabs, beams, columns, canopies, lintels, sunshades, compound walls by scraping (wherever peeling- off of paint finishes are noticed), sand papering, dusting / brushing to make the surface free of loose layers /		

	flakes of paint finishes, loose matter / laitance and washing using clean jet of water and wire brushes etc, to make the surfaces clean and suitable to receive fresh coats of primer or paint, providing and applying a coat of exterior grade special primer recommended by the paint manufacturer, two or more coats of stretchable, 100% acrylic emulsion, water repellent semi- elastomeric, exterior grade paint of approved make, shade and quality as per manufacturer's specifications, standard specification of the Bank and as directed by the Banks Engineer. The scope of the work shall also include carefully		
	cutting / making grooves having width of not less than 10 mm at the top and for the required depth, cleaning the grooves using wire brushes and clean jet of water, providing, mixing, filling and finishing these cracks with shrinkage compensated		
	/ controlled, polymer modified, fibre reinforced, cementitious, ready to use, trowel able structural repair mortar of approved		
	make & brand, as per manufactures' specifications and as directed by Bank's Engineer.		
7	Staircase Painting:	260	Sqm
	Carefully cleaning the wall surface, scrapping and applying of one coat pf primer. Providing and applying two or more coats of approved quality and make white cement base white Birla Putty etc.		
	Providing and applying 2 or more coats of first quality Acrylic distemper on ceiling area of approved brand and shade over a coat of similar Acrylic Primer including making base preparation by doing Ist quality Putty work including scrapping the existing paint etc. complete.		
8	Providing and applying synthetic enamel paint to metallic surfaces.	Job	Job
	Suitably preparing the metallic surfaces of joineries like doors, windows, ventilators, shelves, grills, partitions or any other		

	<p>metallic members by removing the loose paint, rust scales, sand papering, filling of irregularities / crevices / undulations with approved quality and make metallic / N.C putty and making the surface smooth by sand papering, dusting etc, providing and applying two or more coats of approved quality, make and shade 'satin' finish synthetic enamel paint over a coat of approved quality and make zinc chromate primer as per the standard specifications of the Bank, manufacturer's specifications and as directed by the Bank's Engineer. The scope of work shall also include thoroughly cleaning the glass panes of these joineries including the old, spilled paint / stains / dirt etc using paint removers or any other appropriate cleaning material.</p>		
9	<p>Providing and applying synthetic enamel paint to wooden surfaces.</p>	150	Sqm
	<p>Suitably preparing the wooden surfaces of joineries like doors, windows, ventilators, shelves, false ceilings, wall panels or any other wooden members by removing the loose paint, sand papering, filling of the cracks / crevices / fissures etc with chalk powder putty and making the surface smooth by sand papering, dusting etc to receive the paint / primer, providing and applying two or more coats of approved quality, make and shade 'satin' finish synthetic enamel paint over a coat of approved quality and make wood primer as per the standard specifications of the Bank, manufacturer's specifications and as directed by the Bank's Engineer. The scope of work shall also include thoroughly cleaning the glass panes of these joineries including the old, spilled paint / stain / direct etc using paint removers or any other cleaning materials</p>		
10	<p>Re-painting of M.S / G.I / C.I./ P.V.C/ U.P.V.C. pipes of plumbing / sanitary system of any diameter. Suitably preparing the surfaces of all M.S / G.I / C.I. / P.V.C /</p>	Job	Job

	U.P.V.C. - water supply / sanitary / rainwater pipes etc by removing the mill scales, rust, loose paint etc, to make the surface smooth by sand papering, dusting etc, to receive the paint / primer, Providing and applying two or more coats of synthetic enamel paint (satin finish) over a coat of zinc chromate primer for the M.S / C.I. / G.I. pipes and two or more coats of exterior emulsion over a coat of exterior grade primer as per manufacturer's specifications and as directed by Bank's Engineer		
11	Minor repair to RCC		
	Providing and repairing the damaged various R.C.C structural members like columns, roof slabs, beams, lintels, sunshades, loft slabs or any other member by providing structural repair treatment by treating the reinforcement and replacing the damaged concrete with polymer modified ready mix mortar of approved make (to be approved by Bank) and finally finishing the surface with ready mix plaster comprising of the following detailed specification	300	Sqm
	i) Carefully dismantling and removing the loose / damaged plaster and concrete to expose the surface of the intact concrete and corroded reinforcement bars, using necessary tools, thoroughly cleaning the exposed surface of the concrete & reinforcements using wire brush with clean water jet including providing and applying rust remover coating to the affected reinforcement etc.		
	ii) Providing and applying a coat of rust remover of approved make (to be approved by Bank) to the rusted steel by brush.		
	iii) Providing and applying first coat of rust preventing Polymeric coating of approved make (to be approved by Bank) to steel bars as per manufacturers specifications.		
	iv) After required drying time, providing and applying second coat of similar rust preventive Polymeric coating to steel bars.		

	v) After required drying time, providing and applying as polymer cement bonding coat (PCBC), which is a coat of high performance Acrylic Polymer of approved make (to be approved by Bank) to the exposed concrete surfaces as per manufacturers specifications..		
	vi) Providing & applying in layers polymer modified cement based high performance ready mix mortar of approved make (to be approved by Bank) up to 25 mm thick in layers as per manufacturers specifications, finish the surface with steel trowel, curing the surface.		
	The rate shall suitably include disposing off the debris out of the colony premises etc. all complete d as directed by the Bank's Engineer.		
	Note: a) Only net treated area shall be considered for measurement. The measurements shall be recorded & signed jointly immediately before starting of repair work.		
	b) The rate shall be excluding for scaffolding which is already considered to be measured and paid under item no.2		
12	Do as item 11 above but for additional thickness of 15 mm to 20 mm	160	Sqm
	Extra over item no.11 above for providing and treating the surface with extra/additional 15mm to 20 mm thick polymer mortar to be done in workmanlike manner etc. all complete directed by the Bank's Engineer.		
	Note: - (a)Only net treated area Shall be considered for measurement.		
	b) The rate shall be excluding for scaffolding which is already considered to be measured and paid under item no.2		
13	Providing and laying micro concrete	1800	Kg
	i) Carefully dismantling and removing the loose / damaged plaster and concrete to expose the surface of the intact concrete and corroded reinforcement bars, using necessary tools,		

	thoroughly cleaning the exposed surface of the concrete & reinforcements using wire brush with clean water including providing and applying rust remover coating etc.		
	ii) Providing and applying a coat of rust remover of approved make (to be approved by Bank) to the rusted steel by brush as per the manufacturer's specifications.		
	iii) Providing and applying first coat of rust preventing Polymeric coating of approved make (to be approved by Bank) to steel bars as per manufacturers specifications.		
	iv) After required drying time, providing and applying second coat of similar rust preventive Polymeric coating to steel bars as specified above		
	v) After required drying time, providing and applying as polymer cement bonding coat (PCBC), which is a coat of high-performance Acrylic Polymer of approved make (to be approved by Bank) as per manufacturers specifications to the exposed concrete surfaces.		
	vi) Providing and casting ready mix 'Micro Concrete'(premixed quartz sand aggregate) of approved make (to be approved by Bank) mixed with water by weight as per manufacturers specification in structural repairs of columns, beams & slabs.		
	vii) All done as per the manufacturer's specifications etc. all complete as directed by the Bank's Engineer.		
14	Repairs & waterproofing of RCC Chajja's.	4	Cum
	Carefully dismantling the existing dilapidated RCC/concrete members of any size and thickness by hand hammers/ using light weight demolition hammer machine/pneumatic breakers and stacking the reinforcement at place as instructed and collecting the concrete pieces at one place and disposing the same outside the premises etc. all complete as directed by Banks Engineer. (The scaffolding will be paid under item No.2 above)		

	Providing and laying reinforced cement concrete 1:1.5:3 (1 cement : 1.5 coarse M. sand: 3 graded stone aggregate 20 mm and down grade) in Chajja`s/ fin boards/ lintel/ beams, canopies copings etc. of any thickness Including mixing water proofing compound of approved make by weight of cement, curing, shuttering/ centring, consolidating, using needle/ platform vibrator, disposing and carting away the debris from the premises etc. all complete as directed by Banks Engineer. The rate shall be for working at any height and excluding the cost of reinforcement which will be measured and paid under for under reinforcement item.15. (The scaffolding will be paid under item No.2 above)		
15	Replacement of dilapidated reinforcement steel in RCC structural members.	100	Kg
	Providing and replacing existing dilapidated reinforcement bars with new reinforcement bars of different diameters as per the site requirement by using required variety reinforcement including tying the bars with GI binding wire or if required doing welding etc. up to the required height but excluding of scaffolding which is already considered to be measured and paid under item no.2 etc. all complete as directed by the Bank's Engineer.		
16	Plumbing Items		
	Providing and fixing unplasticized - PVC / moulded fittings/ accessories for unplasticized Rigid PVC rain water pipes confirming IS 13592 Type A including jointing with seal ring conforming to : IS 5382 leaving 10mm for thermal expansion etc. Note: Rate shall be inclusive of carefully removing the existing GI/ CI pipes including accessories and fittings scaffolding which is already considered to be measured and paid under item no.2 etc.		
a	Single tee with door		
	i) 75 x 75x 75 Mm	10	Nos

	ii) 110x 110 x110 mm	8	Nos
b	Bend 87.5(Degree)		
	i) 75mm	10	Nos
	ii) 110 mm	8	Nos
C	Providing and fixing unplasticised- PVC pipes clips of approved design to unplasticised - PVC rain water pipes by means 50x 50 x 50 mm hard wood plugs, screws with M.S screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1cement : 4 coarse sand and making good the wall etc. complete		
	i) 75 mm dia.	11	RMT
	ii)110 mm	160	RMT
D	Dismantling of existing C.I or asbestos rainwater pipes with fittings and clam including stacking the materials within 50 meter		
	i) 75 to 80 mm dia	11	RMT
	ii) 100 mm dia	172	RMT
17	WATER SUPPLY LINES		
	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold-water supply, including all CPVC plain & Brass threaded fittings, including fixing pipes with clamps at 1.00 Meter spacing. Including jointing of pipes & fittings with one step CPVC solvent, cement and testing of joints etc. complete as directed. Scaffolding which is already considered to be measured and paid under item no.2 etc.		
	i) 25 mm nominal dia pipes (external / internal conceal line)	45	RMT
	ii) 15mm nominal dia pipes (external / internal conceal line)	20	RMT
	iii) 32 mm nominal dia pipes (external / internal conceal line)	25	RMT
	Note: Outside Toilets / Bath/ kitchen plumbing		
		Total	
	Add GST@ 9 %		
	Add for CGST @ 9 %		

		Grand total	
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Place:

Contractor`s Seal & signature

Date:

Address:

Cell No. /email address

Annexure -I

Draft of Bank Guarantee for Earnest Money Deposit

The Regional Director,
Reserve Bank of India,
Estate Department,
Panaji Regional Office,
Goa-403001.

Place:

Date:

Dear Sir,

Structural repairs/ / re-plastering / external repainting of RBI Officers' Quarters at St. Innez, Panaji, Goa -403001.

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'Employer') has invited tender for the Supply, fabrication, erection, Installation and Commission of Portable Cabin at Curca village, Bambolim, Tiswadi, North, Tiswadi, North Goa-403201.

(hereinafter called "the said tender") on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tender that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit.
2. M/s _____, (hereinafter called as Tenderer), who are our constituents to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (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 Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any

of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).

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

Yours faithfully,

For and on behalf of

_____ Bank.

Authorized official (with seal)

(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)

Annexure -II

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

The Regional Director
Reserve Bank of India,
Panaji Regional Office,
Goa-403001.

Date:

Place :

Dear Sir,

Structural repairs/ / re-plastering / external repainting of RBI Officers' Quarters at St. Innez, Panaji, Goa -403001.

Reserve Bank of India, 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 Rs_____ (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 obligation under the said condition of the contract or have committed a breach thereof, which conclusion shall be binding on us all 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 the 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 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 understanding 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 up to _____ (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 authorised.

For and on behalf of _____ (Name of the Bank)

Signature of authorised Bank official

Name:

Designation:

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by 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).