

## Important instructions to the tenderers on E-Tendering

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

### 1. Process of e-Tender:

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

### SPECIAL NOTE:

#### THE TECHNICAL BID HAS TO BE SUBMITTED ON-LINE at

[www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

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

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

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

#### Contact person (RBI):

1. Sachin B More (AM-Tech) 9619869805 ([Sachinmore@rbi.org.in](mailto:Sachinmore@rbi.org.in))
2. Jose J Njarukulam (AM- Prem) 09447602672 ([josejjarukulam@rbi.org.in](mailto:josejjarukulam@rbi.org.in))
3. Harikrishnan P. M. (Asst) – 9447338527 ([pmharikrishnan@rbi.org.in](mailto:pmharikrishnan@rbi.org.in))
4. Chockalingam G (JE-Civil) – 08939547980 ([bineeshbhasi@rbi.org.in](mailto:bineeshbhasi@rbi.org.in))

#### Contact person (MSTC Ltd):

1. Mr. Remil Rashid, Branch Manager – [rrashid@mstcindia.co.in](mailto:rrashid@mstcindia.co.in) – Mobile: 09946473645  
Office Address: 1<sup>st</sup> Floor, Forest Central Library Building, Kerala Forest Head Quarters, Vazhuthacaud, KOCHI – 695014
2. Mr. Sushil Nale, Asst. Manager – [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in) Mobile- 09987758460
3. Ms. Archana, Asst. Manager- [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in) Mobile- 09990673698
4. Ms. Rupali Pandey, Executive- [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in) Ph- 022 22886268
5. Mr. Tejas V, Executive [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in) Ph-022 22822789  
Google hangout ID- (for text chat)- [mstceproc@gmail.com](mailto: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 [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

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

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

**Special Note towards Transaction fee:**

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

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

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

6. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate

email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

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

- a) Tenderer(s) need to Tender fees (if any) and Transaction fees (If any) to become eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. Successful bidder shall pay as **Earnest Money Deposit (EMD)** a sum equivalent to 2% of the Contract value of work through NEFT/ Demand Draft/ Banker's Cheque issued by a Schedule Bank drawn in favour of **Reserve Bank of India, Kochi**. No interest will be paid on EMD.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The tenderer(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govt. depts. → Login under RBI → my menu → Auction Floor Manager → live event → Selection of the live event.
- d) The tenderer 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 does not run, then the tenderer will not be able to save/submit his Technical Bid.
- e) After filling the Technical Bid, tenderer should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then tenderer should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the tenderer 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, tenderer 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 tenderers will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-Tender process shall be legally binding on the tenderer. Any bid will be considered as the valid bid offered by that tenderer and acceptance of the same by the tender inviting authority will form a binding contract between tender inviting authority and the successful Tenderer for execution of supply of goods / services / works.
- j) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.

k) Tender inviting authority 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 therefor.

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

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

n) Tenderers are requested to read the instructions and guidelines stipulated for tenderers and see the video in the page [www.mstcecommerce.com/eprhome](http://www.mstcecommerce.com/eprhome) to familiarize themselves with the system before bidding.

p) No deviation to the technical and commercial terms & conditions are allowed. Submission of bid in the e-tender floor by any tenderer confirms his acceptance of terms & conditions for the tender.

**भारतीय रिज़र्व बैंक**  
**RESERVE BANK OF INDIA**  
 परिसर अनुभाग  
**PREMISES SECTION**  
 कोच्ची  
 KOCHI - 682018

ई-निविदा सं: आरबीआई/कोच्ची/संपदा/95/19-20/ईटी/223  
 E-tender- No: RBI/Kochi/Estate/95/19-20/ET/223

**बैंक के कोच्ची कार्यालय भवन में एल्युमिनियम विन्डोज़  
 के प्रतिस्थापन के लिए निविदा**

**TENDER FOR REPLACEMENT OF ALUMINIUM WINDOWS AT  
 BANK'S OFFICE BUILDING at KOCHI**

(केवल ई-पोर्टल पोर्टल में ऑनलाइन भरा जाना है)  
 (TO BE FILLED ONLINE IN THE E-TENDERING PORTAL ONLY)

**भाग- I (तकनीकी वाणिज्यिक बिड)  
 PART – I (TECHNO COMMERCIAL BID)**

निविदाकार का नाम Name of Tenderer: \_\_\_\_\_

पता Address: \_\_\_\_\_

Date of publish of e-Tender	December 10, 2019.
Validity of the e-Tender for acceptance by the Bank	90 days from the date of opening of Part – I of the e- Tender.
Last date of submission of e-Tender	December 30, 2019 by 14:00 Hrs.
Date of opening of the e-Tender	December 30, 2019 at 15:00 Hrs.

**भारतीय रिज़र्व बैंक**  
**RESERVE BANK OF INDIA**  
परिसर अनुभाग  
**PREMISES SECTION**  
कोच्ची  
**KOCHI - 682018**

बैंक के कोच्ची कार्यालय भवन में एल्युमिनियम विन्डोज़ के रिप्लेसमेंट के लिए निविदा

**TENDER FOR REPLACEMENT OF ALUMINIUM WINDOWS AT  
BANK'S OFFICE BUILDING at KOCHI**

नियम, शर्तें और तकनीकी विनिर्देश

**TERMS, CONDITIONS AND TECHNICAL SPECIFICATIONS**

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**खंड - ए /SECTION – A****प्रस्ताव का पत्र / LETTER OF OFFER**

स्थान / Place:

तारीख / Date:

सेवा में/ To

श्री कमल पि पटनायक/ Shri Kamal P. Patnaik

महाप्रबंधक/ General Manager

भारतीय रिज़र्व बैंक/ Reserve Bank of India,

कोच्ची/ Kochi – 682018

महोदय/ Sir,

यहाँ इसके बाद निर्दिष्ट ज्ञापन में विनिर्दिष्ट कार्यों के संबंध में विशेष विवरण, रेखाचित्र, अभिकल्पना और मात्रा - अनुसूची की जाँच करने के पश्चात् और उक्त ज्ञापन में विनिर्दिष्ट कार्यों के स्थान को देखने और उसकी जाँच करने के बाद तथा निविदा को प्रभावित करने वाली अपेक्षित जानकारी प्राप्त करने के बाद, हम इसके द्वारा ऐसी सभी शर्तों के अनुरूप जो जिस रूप में लागू होगी, उक्त ज्ञापन में विनिर्दिष्ट कार्यों को समय-ज्ञापन में विनिर्दिष्ट समय के भीतर, संलग्न मात्रा - अनुसूची में उल्लिखित दरों पर तथा हर प्रकार से विनिर्देशों, अभिकल्पनाओं, रेखाचित्रों और निविदा की शर्तों में दिये गये लिखित अनुदेशों, "करार की शर्तों", विशेष शर्तों, मात्रा - अनुसूची और संविदा की शर्तों और उसके लिए उपलब्ध कराई जाने वाली सामग्री के साथ सप्लाई और कार्य का निष्पादन करने का प्रस्ताव करते हैं। Having examined the specifications, Schedule of Quantities and drawings 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, Designs and instructions in writing referred to in Conditions of Tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

## ज्ञापन/ MEMORANDUM

(क)	कार्यो का विवरण/ Name of work	बैंक के कोच्ची कार्यालय भवन में एल्युमिनियम विन्डोज़ के रिप्लेसमेंट के लिए निविदा <b>Tender for replacement of aluminium windows at Bank's Office Building at Kochi</b>
ख)	भुगतान की शर्तें/ Terms of Payment	सामान्य निर्देशों के खंड 24 और परिशिष्ट के अनुसार/ <b>As per clause 24 of the General instructions and Appendix.</b>
ग)	कार्यो को पूरा करने के लिए अनुमत समय/ Time allowed for completion of work	स्वीकृति पत्र जारी होने के 10 वें दिन से 60 दिन <b>60 days from the 10th day of date of acceptance of work order</b>
घ)	अनुमानित लागत/ Estimated Cost	₹ 9.17 / Rs 9.17 lakh (Including GST)
ड)	अग्रिम धन जमा ईएमडी/ Earnest Money Deposit (EMD)	कार्य आदेश देते समय, सफल निविदाकार से कार्य के मूल्य के 2% वसूल किया जाएगा। <b>Shall be collected from successful bidder @ 2% of the value of work, on awarding the work.</b>
(च)	बिल से प्रतिधारण धन के प्रति कितना प्रतिशत कटौती की जाएगी, यदि कोई हो/ Percentage if any to be deducted from Bill towards Retention Money (R.M)	5%

यदि यह निविदा स्वीकृत होती है तो मैं/हम इसके द्वारा यहाँ इसके साथ संलग्न उक्त संविदा की शर्तों और उक्त शर्तों के उपबंधों का पालन करने और उस सीमा तक उन्हें पूरा करने के लिए सहमत हूँ/ हूँ जहां तक वे लागू हैं अथवा वैसा न कर पाने की स्थिति में उक्त शर्तों में उल्लिखित राशि ज़ब्त किये जाने और भारतीय रिज़र्व बैंक को भुगतान करने के लिए सहमत हूँ।

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

हमारे बैंकों के ब्योरे निम्नानुसार हैं/ Our Bankers are:

i)

ii)

भवदीय/ Yours faithfully,

संविदाकार के हस्ताक्षर/ Signature of the Tenderer



**खंड ख/ SECTION B**

**करार की शर्तें/ ARTICLES OF AGREEMENT (FOR REFERENCE ONLY)**

-----के ----- दिन पर करार की शर्तें एक पार्टी भारतीय रिज़र्व बैंक यहाँ इसके बाद जिसे "नियोक्ता" कहा गया है) और दूसरी पार्टी ----- यहाँ इसके बाद जिसे "संविदाकार" कहा गया है) के बीच निर्धारित की गई हैं।

ARTICLES OF AGREEMENT made the----- day of-----, between the Reserve Bank of India (hereinafter called the Employer) of the one part and ----- (hereinafter called "the contractor") of the other part.

जब कि नियोक्ता कलूर, कोच्ची स्थित बैंक के स्टाफ क्वार्टर्स में 6 श्रेणी III फ्लैटों के नवीकरण कार्य करवाने का इच्छुक है और बैंक के इंजीनियर के निदेशानुसार किये जाने वाले कार्य का वर्णन करते हुए मात्रा का बिल, रेखाचित्र एवं विनिर्देश तैयार किये हैं।

WHEREAS the Employer is desirous of taking up the work of **Tender for replacement of aluminium windows at Bank's Office Building at Kochi** and has prepared Bill of Quantities, drawings showing and describing the work to be done under the direction of Bank's Engineer.

और जबकि विनिर्देशों, मात्रा - अनुसूची पर अब से पार्टियों द्वारा अथवा उनकी ओर से हस्ताक्षर किये गये हैं।

AND WHEREAS the specifications and the schedule of Quantities have been signed by or on behalf of the parties hereto.

और जब कि संविदाकार ने इसमें घोषित शर्तों के अधीन और विशेष शर्तों में बताई गई शर्तों और मात्रा अनुसूची और संविदा की यथा संशोधित और दोनों पार्टियों द्वारा अंतिम रूप से स्वीकृत शर्तों उन सभी को यहाँ इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा गया है) पर ऊपर उक्त रेखाचित्रों में दर्शाये गये और/अथवा उक्त विनिर्देशों में वर्णित और उसमें घोषित संबंधित दरों पर मात्रा अनुसूची में शामिल करके निकाली हुई राशि और ऐसी अन्य राशि पर जो उसके अंतर्गत भुगतान योग्य होगी यहाँ इसके बाद जिसे "उक्त संविदा राशि" कहा गया है) कार्य का निष्पादन करने की सहमति प्रदान की है।

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the conditions and in the Schedule of Quantities and Conditions of Contract (all of which re collectively hereinafter referred to as "the said Conditions") the work shown upon or described in the said Specifications and included in the Schedule of Quantities in the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as" the said contractor amount").

**अब इसके द्वारा निम्नानुसार यह सहमति हुई है/ NOW IT IS HEREBY AGREED AS FOLLOWS:-**

1. उक्त शर्तों में बताई गई विधि और समय-समय पर भुगतान की जाने वाली उक्त संविदा राशि को ध्यान में रखते हुए संविदाकार उक्त शर्त पर और शर्त के अधीन ऊपर दर्शाए गए रेखाचित्रों और उक्त विशेष विवरणों तथा मात्रा- अनुसूची में वर्णित कार्य को निष्पादित और पूर्ण करेगा।

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 will upon and subject to the conditions annexed

carry out and complete the work shown upon the contract drawings and described by or referred to in the Schedule of Quantities and in the said conditions.

2. नियोक्ता संविदाकार को उक्त संविदा राशि अथवा ऐसी अन्य राशि का भुगतान करेगा जो समय-समय पर और उक्त शर्तों में विनिर्दिष्ट विधि से भुगतान योग्य होगी।

The Employer will pay the Contractor the said contract Amount, or such sum as shall become payable, at the times and in the manner specified in the said conditions.

3. उक्त शर्तों और संबंधित परिशिष्ट इस करार के भाग के रूप में पढ़े और समझे जाएंगे और उस संदर्भ में पार्टियाँ अब से इसमें निहित उक्त शर्तों के प्रति प्रतिबद्ध रहेगी, उनके प्रति अपने आपको समर्पित करेगी तथा अपनी-अपनी ओर से करारों का निष्पादन करेगी।

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

4. उक्त नक्शे, करार और इसमें उल्लिखित दस्तावेज़ इस संविदा का आधार होंगे।

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

5. यह संविदा न तो एक एकमुश्त संविदा है और न ही एक मद वार उजरती काम है बल्कि यह एक ऐसी संविदा है जिसके अंतर्गत उक्त कार्य पूरा करना है और उसके लिए दरों की अनुसूची में निहित दरों और संभावित मात्राओं की अनुसूची में दी गई दरों पर वास्तविक रूप से मापी गई मात्राओं अथवा उक्त शर्तों में यथा निर्धारित दरों के अनुसार भुगतान किया जाना है।

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract, but it is a Contract for the complete work to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

6. संविदाकार उक्त शर्तों में निर्धारित की गई विधि से सिविल कार्यों और अनुषंगी कार्यों से संबंधित समस्त कार्यों को पूरा करने के लिए सभी उचित सुविधाएं प्रदान करेगा और ऐसा कार्य पूर्ण होने के बाद दीवारों, फर्श, इत्यादि को हुई किसी प्रकार की क्षति को ठीक कराएगा।

The Contractor shall afford every reasonable facility for carrying out of all works or other Contractors appointed by the Employer and shall make good any damages done to walls, floors, etc. after the completion of such works.

7. नियोक्ता के पास यह अधिकार सुरक्षित है कि वह संविदा के चालू रहने के दौरान किसी भी समय, इस संविदा पर प्रतिकूल प्रभाव डाले बिना कार्य की किसी मद को जोड़ कर अथवा हटा कर उसके रेखाचित्र और कार्य के प्रकार में परिवर्तन कर दे अथवा उसके भागों को पूर्ण करवा ले। तथापि, ठेकेदार निविदा राशि से अधिक किए गए कार्यों के लिए किसी भी भुगतान के हकदार नहीं होंगे, जब तक बैंक के इंजीनियर द्वारा विशेष रूप से लिखित अनुमोदन प्राप्त नहीं किया जाता है।

The Employer reserves to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Bank's Engineer.

8. समय को इस संविदा के लिए अत्यन्त महत्वपूर्ण समझा जाएगा और संविदाकार एतद द्वारा, जैसा कि उक्त शर्तों में प्रावधान किया गया है, कार्यादेश / स्वीकृति-पत्र जारी होने के दिन से कार्य प्रारंभ करने और समय - विस्तार के लिए प्रावधान होने के अधीन स्वीकृति- पत्र की तारीख के 10 वें दिन से 3 महीने के भीतर संपूर्ण कार्य पूरा करने के लिए सहमत है। इस संविदा के अंतर्गत नियोक्ता द्वारा किये गये सभी भुगतान केवल कोच्ची में ही किये जाएंगे।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work/job **within tenth day** of issue of work order as provided for in the said conditions and to complete the entire work within **60 days**. All payments by the Employer under this Contract will be made only at **Kochi**.

9. इस करार से उत्पन्न अथवा किसी भी प्रकार से इससे संबंधित सभी विवादों के संबंध में यह समझा जाएगा कि वे तिरुवनंतपुरम में उठे हैं और उनके संबंध में निर्णय के लिए केवल तिरुवनंतपुरम के न्यायालय ही न्यायक्षेत्र होंगे।

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

10. यह कि संविदाकार द्वारा इस संविदा के विभिन्न भागों को पढ़ा गया है और उन्हें संविदाकार द्वारा पूरी तरह से समझ लिया गया है।

That the several parts of this agreement have been read by the contractor and fully understood by the contractor.

जिसकी साक्षी में नियेक्ता और संविदाकार ने यहाँ ऊपर पहले लिखित दिन और वर्ष को इन विलेखों और इसकी दो अनुलिपियों पर अपने-अपने हस्ताक्षर किये हैं। यदि संविदाकार एक भागीदारी अथवा एक वैयक्तिक फर्म है)

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

हस्ताक्षर क्लॉज / Signature Clause:

भारतीय रिज़र्व बैंक, कोच्ची द्वारा निम्नलिखित के हाथ से हस्ताक्षरित और सुपुर्द किया गया  
SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

श्री/ Shri.-----

नाम और पदनाम) / (Name & Designation)

निम्नलिखित की उपस्थिति में यदि पार्टी एक भागीदारी फर्म है-----

----- अथवा एक वैयक्तिक फर्म है/ निम्नलिखित द्वारा  
हस्ताक्षरित और सुपुर्द किया गया।

SIGNED AND DELIVERED by Contractor

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

निम्नलिखित की उपस्थिति में/ In the presence of:

साक्षी/ Witness:

1)

पता/ Address:

2)

पता/ Address:

## SECTION C

### GENERAL INSTRUCTIONS TO TENDERERS

- 1) Successful bidder shall pay as **Earnest Money Deposit** a sum equivalent to 2% of the Contract value of work through NEFT/ Demand Draft/ Banker's Cheque issued by a Schedule Bank drawn in favour of **Reserve Bank of India, Kochi**. The EMD shall not be accepted in any form other than the one mentioned in the tender notice. The EMD shall be forfeited in case the contractor fails to commence the work awarded to her/him within the prescribed time limit. The EMD paid by the successful tenderer shall be held by the Reserve Bank of India as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) shall be converted into Security Deposit (SD). The Bank will withhold 5% of the total value of work done from their bill/s as Retention Money. The EMD shall be released to the contractor on virtual completion and the R.M. shall be released after successful completion of **12 months of Defect Liability Period**. The Security Deposit of the successful tenderer and R.M. will be forfeited if he fails to comply with any of the conditions of contract.
- 2) 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.
- 3) The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more contractors at its own discretion and the Contractor 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.
- 4) On receipt of intimation from the Employer of the acceptance of his/her tender, the successful tenderer shall be bound to sign the formal Contract and within **fourteen days** there off, 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.
- 5) The Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
- 6) 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, changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor shall carry out the same. The decision of the Bank's Engineer in such cases shall be final.

- 7) 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 requirements. 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.
- 8) 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.
- 9) The rates quoted in the tender shall include all charges for packing, transport, loading, unloading and for delivery at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. **Tenderers must quote rates excluding GST** and applicable GST shall be shown separately in specified column available in Part II of the tender. Necessary deductions towards TDS etc. whether existing or future shall be made from the Contractor's bills.
- 10) 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 of 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, contractor's over heads and profit. The rates for all such items of work 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.
- 11) Wherever the basic rate for the materials are specified, the contractor should furnish to the Bank for verifications paid bills. **The samples of materials and its purchase rate shall be got approved from the Bank's Engineer before purchasing such materials.** The adjustment in price of the materials shall be made on measured quantity only. No overhead and profit shall be considered on the cost difference. The basic prices are inclusive of all taxes levied by the Government or any public body.
- 12) Time allowed for carrying out the work is **60 days** which shall be strictly observed by the tenderer and it shall be reckoned from the **tenth day** of written order to commence the work is issued. If the Contractor fails to complete the work by the date as stipulated in the Contract or within any extended time under relevant Clause and the Employer certifies in writing that in her/ his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "**Liquidated Damages**" for the period during which the said works shall so remain incomplete and the Employer may

deduct such damages from any moneys due to the Contractor. The recovery of Liquidated Damages shall be **at the rate of 0.25% of tendered cost per week.**

- 13) The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for 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.
- 14) 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.
- 15) The successful tenderer must co-operate with other contractor (s) appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Engineer.
- 16) Any defect or fault which may appear during **12 months** from the date of virtual completion of work/or supply and installation 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/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.
- 17) Time is the essence of the contract. The entire work is to be completed within a period of **60 days**. The Contractor is advised to visit the site and get himself fully acquainted with the general and local site conditions, particularly, those having bearing upon transportation, handling, storage etc., prior to quoting the tender. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Bank's Engineer. The materials required for the work will have to be delivered and executed in the **Bank's Office building, Kochi.**
- 18) The successful tenderer shall carry out sample of each item of work given in the Schedule of Quantities at site and get the same approved from Bank's Engineer before going for all execution of the work given in the order. Any minor modifications/changes suggested by the Bank's Engineer should be affected without any extra cost.
- 19) **Payment shall be made on completion of entire work based on actual site measurements as 1<sup>st</sup> & final bill.**

- 20) The contractor should quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the tender.
- 21) The successful tenderer may please note that, the Bank will deduct the amount on account of Income taxes including surcharge etc., if any, from the running a/c bills as per the orders of State and Central Government.
- 22) The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.
- The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract with an approved office, a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen's Compensation Act** or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

The Contractor shall be responsible for anything, which may be excluded from the insurance policies above referred to, and also other damages to any property arising of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges arising out of claim or proceedings of damage arising there from The Employer shall be at liberty empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become



due to the contractor. In addition to the above, the Contractor shall insure the work and take **CAR (Contractors All Risk) policy** against loss due to fire, theft, earthquake etc., for the entire contract amount with an approved insurance company till the virtual completion of the work and deposit the policy or policies with the Employer before commencing the work.

In default of the Contractor insuring as provided above, the Employer may so insure and deduct the premiums paid from any money due or which may become due to the Contractor. In case, if for any reason, the Insurance is not taken, by oversight, by the Employer also and the fact comes to light at a later stage, the Employer shall deduct the premium for the Insurance as assessed by the Employer and the contractor shall accept the same without demur.

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

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

The Contractor, in case of rebuilding or reinstatement after fire etc., 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 Employer or shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim of any arising as set out herein. Without prejudice to his liability under this clause, the contractor shall cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of Insurance in accordance with provisions of this clause and shall produce or cause to produce to the Employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless the above 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.

**The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office, the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.**

**a) Workmen compensation policy. b) CAR Policy c) Third party policy**

24. If in the opinion of the Bank's Engineer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken

or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer or the Architect and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (f) in consequence of the contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (g) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (h) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lockout the Contractor shall immediately give written notice thereof to the Employer but 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.

If the contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reasons beyond the due date of completion stipulated in the contract, the contractor shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorised extension of time granted by the Employer, the provision of liquidated damages as stated under Clause 19 will become applicable.

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

25. 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 of him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the contract and to give security therefore, if so required by the Bank's Engineer.

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

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor

Or shall assign or sublet this contract without the consent in writing of the Employer first hand and obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.

Or if the Bank's Engineer shall clarify in writing to the Employer that the contractor

- (i) Has abandoned the contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer notice to proceed or
- (iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer, written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions, or
- (v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same.

Then and in any of the said case the Employer 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 Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workers in carrying on and completing the works or by employing any other contractor or other person or persons to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the material 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 Employer 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 this what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and expense or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

#### 26. Settlement of disputes by Arbitration:

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the

contract) shall be referred to and settled by the 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 excepted matters shall be final and without appeal as stated in earlier Clause. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator 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 to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

27. "The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or

to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.”

28 (i) the contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.

(ii) The contractor should ensure payment of minimum wages to all labourers/ workmen staff employed by him. Contractor should submit a certificate to the effect that, he has actually paid all the dues of all the labourers of all descriptions engaged by him for completion of the awarded job/work/project at the rate which is not less than the one prescribed under Minimum wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate.

I/We hereby declare that I/we have read and understood the above instructions to the contractors.

Place:

Signature of the tenderer:

Date:

Name and Address of the tenderer:

**CONDITIONS OF THE CONTRACT:**

01. The Employer may, in his absolute discretion, issue written instructions in regard to;
  - (a) The variation or modification in the design shape, quality or quantity of the items of work or the addition or omission or substitution of any item of work.
  - (b) Any discrepancy in the Bills of Quantities and or specifications.
  - (c) The removal from the site of any person or material brought thereon by the Contractor not to their satisfaction and the contractor shall forthwith comply with and carry out any such instructions.
02. Rates of items, if any, not mentioned in the Bills of quantities shall be fixed by the Bank's Engineer on the basis of the tendered rates to the extent possible or by rate analysis based on prevailing market rates.
03. The contractor shall conform to the provisions of any Acts of Legislature relating to the various works and for manufacture and to the Regulations and Byelaws of an authority. The contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend at his own cost all actions arising from such claims.
04. The Employer or any of his authorized representatives shall have the power to reject and/or refuse any materials of doubtful quality and workmanship.
05. **Certificates and payment:** The contractor shall be paid by the Employer on the basis of the certificates to be issued by the Bank's Engineer subject to administrative checks and corrections if any.
06. **Defective Materials:** Any defects or faults in the materials supplied and, in the work, done by the contractor which may appear during execution of the work or within twelve months shall, upon the discretion of the Bank's Engineer be replaced or set right by the Contractor at his own cost within seven days of receiving such directions. The Bank reserves the right to get the work executed/ work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Contractor.
07. **Measurement of works:** The Bank's Engineer may, from time to time, intimate to the contractor 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 in taking such measurements and calculations and to furnish all particulars and to give all assistance required. Should the contractor not attend or neglect or omit to send such agent, then the measurements taken by the Bank's Engineer or a person approved by him shall be made taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard mode of measurement, unless otherwise provided for elsewhere in this contract. The contractor or his agent may, at the time of measurement shall take such notes as he may require.
08. The contractor shall give notice of not less than ten clear days to the Bank's Engineer or his representative in charge of work before covering up or placing beyond the reach of measurement and correct dimensions thereof be taken before the same is covered up or placed beyond reach of measurement. If any work were so covered up without the consent of the Bank's Engineer and his representative in charge of the work shall

- be uncovered at the contractor's expense, within the aforesaid period of 10 days. In case of failure to comply with this clause the item will not be measured and paid for.
09. **Completion Certificate:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work.
10. Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Bank's Engineer and within 45 days of the receipt of such notice, the Bank's Engineer shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment be made at reduced rates shall be issued. But no certificate of completion, provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work was executed all scaffolding, surplus materials etc. and cleared off the dirt from all work, doors, windows, walls, floors or other parts of any building, in, upon or about which the work was executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Bank's Engineer.
11. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and debris as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended, the Employer, after issuing due notice, may at the expense of the contractor remove such scaffolding, surplus materials and debris etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually raised by the sale thereof. And the expenses incurred on account of site clearance may be recovered from any money due, or that may become due, to the contractor by the Employer.
12. If the contractor, within 10 days after receipt of written notice from the Banks Engineer, fails to comply with such further drawings/and or Bank's Engineer's Instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due or to become due to the contractor.
13. **The contractor shall employ a qualified site Engineer on a regular basis to supervise day-today works at site. Such a person shall be capable of following the instructions of the Bank's Engineer and execute the works as per the specifications laid down in the Tender.**

Place:  
Date:

Signature of the tenderer:  
Name and Address:

**SAFETY CODE**

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground/floor.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (Clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
6. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
7. Workers employed on mixing and handling material such as cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 8.. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
9. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.



**FIRE SAFETY CODE**

1. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3-pin plug and other appliances and equipments shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Two buckets of water and sand shall be kept in an easily accessible area on the site.
6. Fire extinguishers recommended shall be kept on the site.
7. Used paint drums shall be stored in specified store only after closing them properly.
8. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
9. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
10. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
11. None of the fire extinguishers shall be removed/shifted from its designated location.
12. Power supply shall be switched off from the mains when equipment is not in use.
13. Wood-shavings and sawdust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
14. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
15. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:  
Date:

Signature of the Tenderer:  
Name and Address:

**SECTION - D****SPECIAL CONDITIONS**

1. The workmen will not be allowed to stay within the premises.
2. The water and electric power required for the work can be availed from the available source at site free of cost. The Contractor has to make his own arrangements to take the same for work.
3. The authorized officials of the Bank shall be entitled to inspect the material/fabrication at any time in the works of the contractor, if they so desire and the Contractor shall provide all reasonable facilities to do so.
4. The intending tenderer can obtain any clarifications regarding the tender, tender provisions/specifications etc. if any from the office of the General Manager, Reserve Bank of India, Banerji Road, Ernakulam(North), Kochi – 682018 on any Bank's working day
5. The tenderer may please note that the work is to be executed in working Office premises of the Bank and as such the entire work involved shall be carried out with least disturbance to the normal working of Office.
6. The entire materials for the work shall be brought to the work area without any disturbance to the Staffs.
7. The Contractor has to make necessary arrangements for making temporary barricade etc. for separating the working area from rest of the area during the execution of work.
8. **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 and make the entire premises clear/clean on a day to day basis including roads/ passage affected/used by the laborers in the above work to the satisfaction of the Bank's Engineers at no extra cost.** The entire debris/waste material shall be taken out of the Bank's Office premises and should not be dumped anywhere in and around the Bank's premises. The contractors are solely responsible if any debris is noticed by the local Corporation and penalty levied.
9. The tenderer may please note that the work in question has to be carried out with least disturbance to the normal working of the Office by advance planning, proper sequence of work in consultation with the Bank's Engineer. The entry exists and the movement of men and material will be subject to the security regulations of the Bank from time to time and with necessary permission/passes. The work will have to be completed within the stipulated time frame and no extra charges will be paid under any circumstances for the late working hours. All work generating dust and noise shall be done in a planned manner.
10. **The contractor must ensure proper safety of the workers at site while working by providing necessary safety measures, scaffolding, barricading etc.**
11. The work has to be carried out in consultation with Bank's Engineer. **A full time Supervisor** is to be posted at site during execution of work.

12. The tenderer is advised to inspect the proposed site (**a sample has been provided at 1<sup>st</sup> floor**) of work to understand the scope of work.

13. All construction details shall be strictly followed as approved by the Bank's Engineer.

14. The rate quoted should also include cost of surface preparation.

15. Contractor shall make good the damages (repairing to damage plaster of walls, repainting etc.) if caused by the workmen during the execution of the work to the Bank's property. Failure to do the same will attract recovery from the contractor's bill.

16. The area of work and surroundings shall always be kept clean of dust.

Place:

Date:

Signature of the Tenderer:

Name and Address:

**LIST OF APPROVED BRANDS AND/OR MANUFACTURER FOR MATERIALS**

1.	ALUMINIUM SECTIONS	JINDAL, HINDALCO, OR APPROVED EQUIVALENT
2.	CEMENT	ULTRATECH, AMBUJA, ACC OR APPROVED EQUIVALENT
3.	GLASS	SAIN GOBAIN, MODI OR APPROVED EQUIVALENT

Note: a) Apart from the above noted approved brands, any other equivalent brand can be used with the approval of the Bank.

b) The Contractor shall produce samples of 2-3 makes as the case may be for Bank's approval before using the same in the works.

c) Materials approved by the Bank shall only be used in the work including approval of PC rates for Basic rate items.

Place:

Date:

Signature of the Tenderer:

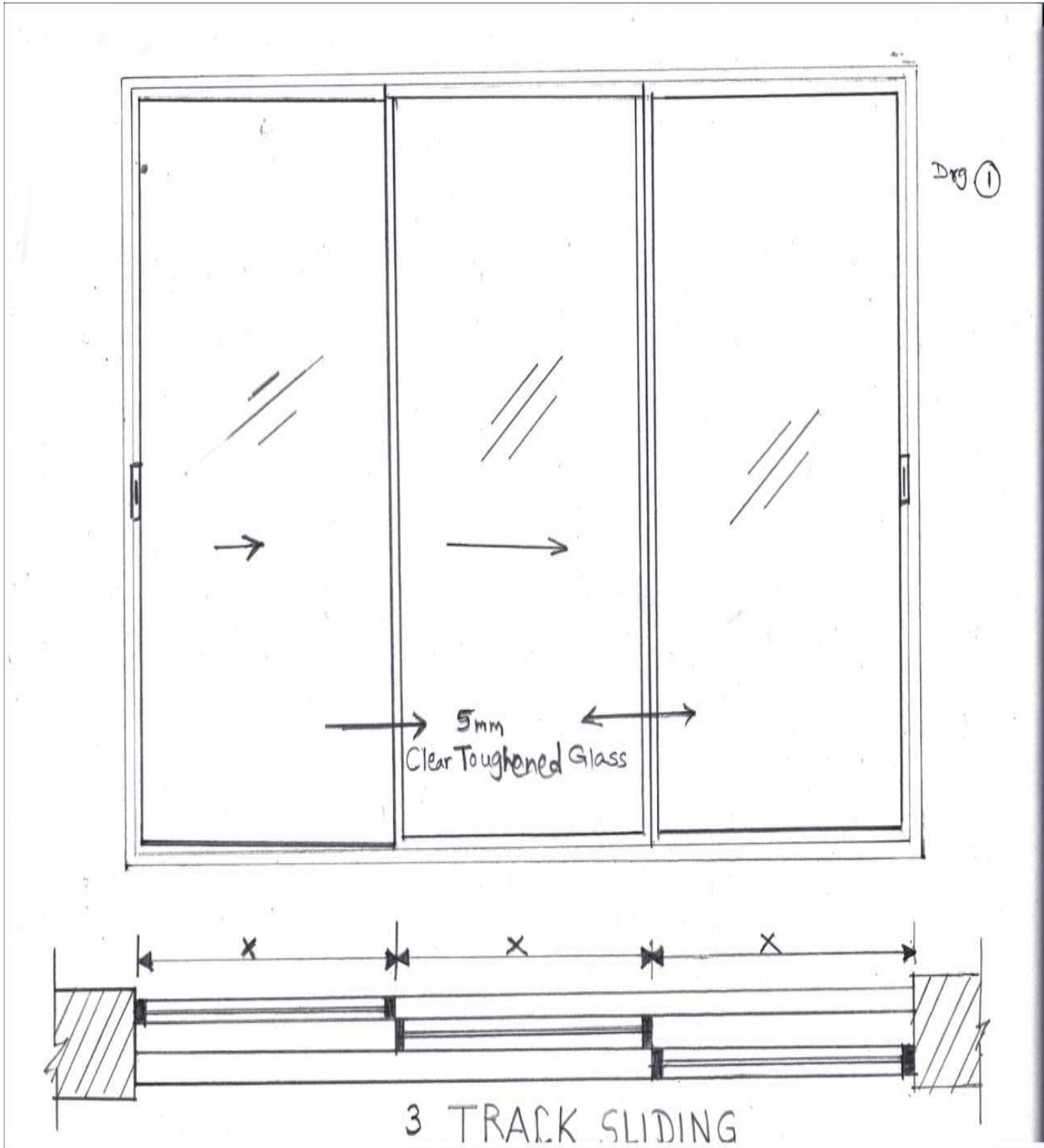
Name and Address:

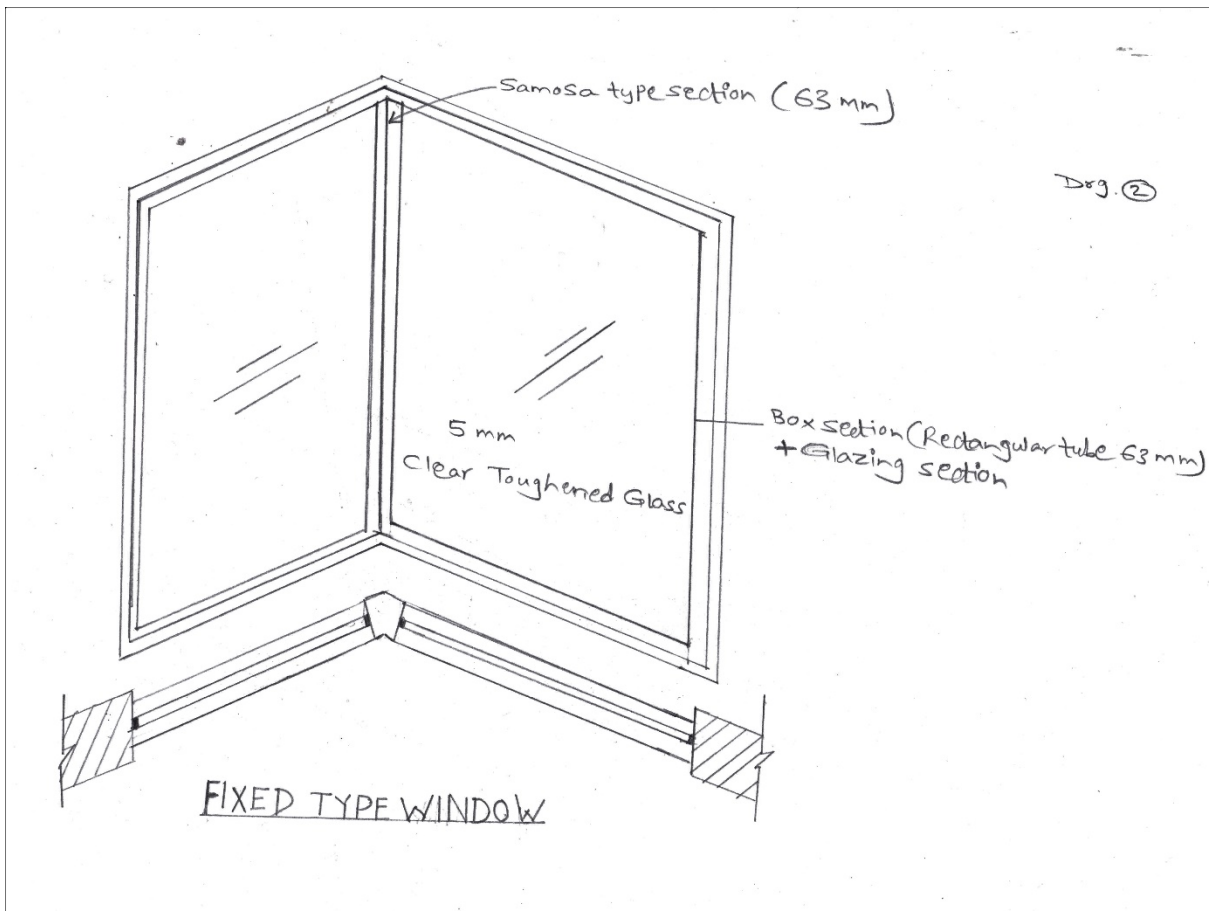
**APPENDIX HEREINBEFORE REFERRED TO**

1. Defects liability Period	12 months from the date of issue of virtual completion certificate.
2. Period of final measurement	21 days from the date of completion of the work.
3. Date of commencement	10 <sup>th</sup> day from the date of award of work
4. Date of completion	<b>60 Days</b> from the tenth day of issue of work order.
5. Liquidated Damages	0.25% of Estimated cost per week.
6. Minimum value of work for Interim Certificate	Only 1 <sup>st</sup> & Final bill
7. Retention Percentage	5% from bill
8. Estimated total Security Deposit (EMD-2% + 5% RMD)	7%
9. Installment to be refunded after virtual completion and satisfactory completion of DLP	EMD on virtual completion and RMD on satisfactory completion of DLP
10. Period of honoring final certificate	one month
11. Interest for delayed payment	Three percent per annum

Place:  
Date:

Signature of the Tenderer:  
Address:





**भारतीय रिज़र्व बैंक**  
**RESERVE BANK OF INDIA**  
 परिसर अनुभाग  
**PREMISES SECTION**  
 कोच्ची  
 KOCHI - 682018

ई-निविदा सं: आरबीआई/कोच्ची/संपदा/ 95 /19-20/ईटी/ 223  
 E-tender- No: RBI/Kochi/Estate/95/19-20/ET/223

**बैंक के कोच्ची कार्यालय भवन में एल्युमिनियम विन्डोज़ के रिप्लेसमेंट के लिए निविदा**

**TENDER FOR REPLACEMENT OF ALUMINIUM WINDOWS AT  
 BANK'S OFFICE BUILDING at KOCHI**

(TO BE FILLED ONLINE IN THE E-TENDERING PORTAL ONLY)

**भाग- II(मूल्य बिड)**

**PART – II (PRICE BID)**

निविदाकार का नाम Name of Tenderer: \_\_\_\_\_

पता Address: \_\_\_\_\_

Date of publish of e-Tender	December 10, 2019.
Validity of the e-Tender for acceptance by the Bank	90 days from the date of opening of Part – I of the e- Tender.
Last date of submission of e-Tender	December 30, 2019 by 14:00 Hrs.
Date of opening of the e-Tender	December 30, 2019 at 15:00 Hrs.



**RESERVE BANK OF INDIA**  
**Premises Section**  
**Kochi**

**Name of work: Tender for replacement of aluminium windows at Bank's Office Building at Kochi**

**BILL OF QUANTITIES**

Item No	Description of Work	Qty.	Unit	Rate	Amount (Rs)
01	<p><b>Carefully dismantling the existing aluminum windows, wooden frame, mosaic sill, vertical blinds with channels etc.</b> and plastering the surface in patches, using cement mortar 1:4 to adequate thickness &amp; width as required at site and making the jambs, soffit etc. fit to fix new aluminum sections. The rate shall include for stacking the dismantled materials both serviceable and unserviceable in the premises at places pointed out, and the debris must be disposed away from the Banks premises elsewhere at places permitted by Municipal/ Corporation authorities, etc. all as directed by the Bank's Engineer. The dismantled vertical blinds with channels must be stacked neatly for Refixing the same under item no.3,4,5&amp; 6.  Appx. size of windows:</p> <p style="padding-left: 40px;">a) Three track windows of size:  2.27 x 1.45(appx.)</p> <p style="padding-left: 80px;">2.40 x 1.45(appx.)</p> <p style="padding-left: 80px;">1.80 x 1.45 (appx.)</p> <p style="padding-left: 40px;">b) Two track windows of size:  1.05 x 1.05(appx.)</p> <p style="padding-left: 40px;">c) Fixed type windows of size (single shutter):  0.52 x 1.43 (appx.)</p> <p style="padding-left: 40px;">d) Fixed type windows (02 shutters) of size:  1.37 x 1.43 (appx.)</p>	30	Nos.		
		06	Nos.		
		03	Nos.		
		03	Nos.		
		04	Nos.		
		04	Nos.		

02	<p><b>Preparing the surface, providing and fixing 16 to 18mm thick polished</b>, machine cut “jet black” granite slabs of approved quality in single piece for the sills of windows (having approximate width of <b>275 to 300 mm</b> with a minimum projection of 10 mm from wall surface) over bed mortar C. M 1: 4 (for an average thickness of 15 mm) set with cement slurry in true level, line etc. complete. Both the longitudinal exposed edges of the sill shall be provided with full round nosing and polished to get the same finish of the slab top surface. The rate shall include for all leads and lifts, cutting, wastages, labour charges etc. all complete as directed by the Bank’s Engineer.</p>	85	Rmtr		
03	<p><b>Preparing the surface, providing and fixing 16 to 18mm thick polished</b>, machine cut “jet black” granite slabs of approved quality in single piece for the sills of windows (having approximate width of <b>125 to 150 mm</b> with a minimum projection of 10 mm from wall surface) over bed mortar C. M 1: 4 (for an average thickness of 15 mm) set with cement slurry in true level, line etc. complete. Both the longitudinal exposed edges of the sill shall be provided with full round nosing and polished to get the same finish of the slab top surface. The rate shall include for all leads and lifts, cutting, wastages, labour charges etc. all complete as directed by the Bank’s Engineer.</p>	16	Rmtr		
04	<p><b>Providing, fabricating and fixing in position aluminum sliding windows with three track design of super sliding series of approved make</b> with extruded built up standard sections for frame work (i.e., three track bottom section of minimum unit weight 1.336 kg/mtr and sides and top sections of minimum unit weight 1.174 kg/mtr ,interlocking section of shutters of minimum weight 0.734 kg/mtr ,shutters plain (end sections) sections of minimum unit weight 0.634 kg / mtr and powder coated the sections with approved color/ shade to a minimum thickness of 40 to 50 microns, and install with expansion hold fasteners/ dash hold fasteners, etc. providing and</p>				

	<p>fixing glazing with 5 mm thick clear toughened glass of approved make etc. complete. The rate shall include for making provisions with necessary holes in the bottom frame for draining out the rain water, filling the gaps between window frame and the wall/ granite with silicon sealant using air gun etc. The aluminum sections shall be smooth, straight, mitered and jointed neatly and properly and fixed with necessary cleat angle, snap beading for glazing, cp brass / ss screws, neoprene/ EPDM rubber gasket, locking arrangements, Heavy Duty Teflon Bearings (qty. as per requirement), recess handle grips, etc. all complete as directed by the Bank's Engineer.</p> <p>The rate shall also include for re fixing the vertical blinds with channels removed and stacked under item 01 above with minor repairs and spares if necessary and covering all the windows with suitable material during replacement of windows work etc., all complete as directed by the Bank's Engineer.</p> <p><b>Note: Please refer drg. 01 for details.</b></p>	127	Sqm		
05	<p><b>Providing, fabricating and fixing in position aluminum sliding windows with two track design of super sliding series of approved make</b> with extruded built up standard sections for frame work (i.e., two track bottom section of minimum unit weight 0.902 kg/mtr and sides and top sections of minimum unit weight 0.807 kg/mtr, interlocking section of shutters of minimum weight 0.607 kg/mtr, shutters plain( end sections) sections of minimum unit weight 0.547 kg / mtr and powder coated the sections with approved color/ shade to a minimum thickness of 40 to 50 microns, and install with expansion hold fasteners/ dash hold fasteners, etc. providing and fixing glazing with 5 mm thick clear toughened glass of approved make etc. complete. The rate shall include for making provisions with necessary holes in the bottom frame for draining out the rain water, filling the gaps between window frame and the wall/ granite with silicon sealant using air gun etc. The aluminum sections shall be smooth, straight, mitered and jointed neatly and properly and fixed with necessary</p>				

	<p>cleat angle, snap beading for glazing, cp brass / ss screws, neoprene/ EPDM rubber gasket, locking arrangements, Heavy Duty Teflon Bearings (qty. as per requirement), recess handle grips, etc. all complete as directed by the Bank's Engineer.</p> <p>The rate shall also include for Refixing the vertical blinds with channels removed and stacked under item 01 above with minor repairs and spares if necessary and covering all the windows with suitable material during replacement of windows work etc., all complete as directed by the Bank's Engineer.</p>	03	Sqm		
06	<p><b>Providing, fabricating and fixing in position aluminum fixed type windows with single shutter (adjacent to three track windows) by using aluminum sections of approved make</b> with extruded built up standard sections for frame work (i.e., main frame work of aluminum rectangular tube section fixed at 3 sides i.e. Top, bottom and wall side having section of size 63x37x1.5 mm thick of minimum unit weight 0.786 kg/mtr, samosa type section in between three track window at fixed type window joints (vertically) of minimum unit weight 0.944 kg/mtr and aluminum glazing section of minimum unit weight 0.154 kg/mtr and powder coated the sections with approved color/ shade to a minimum thickness of 40 to 50 microns, and install with expansion hold fasteners/ dash hold fasteners, etc. providing and fixing glazing with 5 mm thick clear toughened glass of approved make etc. complete. The rate shall include for filling the gaps between window frame and the wall/ granite with silicon sealant using air gun etc. The aluminum sections shall be smooth, straight, mitered and jointed neatly and properly and fixed with necessary cleat angle, cp brass / ss screws, neoprene/ EPDM rubber gasket, etc. all complete as directed by the Bank's Engineer.</p> <p>The rate shall also include for re fixing the vertical blinds with channels removed and stacked under item 01 above with minor repairs and spares if necessary and covering all the windows with suitable material during replacement of windows</p>	03	Sqm		

	<p>work etc., all complete as directed by the Bank's Engineer.</p> <p><b>Note: Please refer 1<sup>st</sup> floor windows sample for further details.</b></p>				
07	<p><b>Providing, fabricating and fixing in position aluminum fixed type windows with 02 shutters (corner side windows of office buildings) by using aluminum sections of approved make</b> with extruded built up standard sections for frame work ( i.e., main frame work of aluminum rectangular tube section of size 63 x37x1.5 mm thick of minimum unit weight 0.786 kg/mtr, samosa type section in between two shutter ( vertically) of minimum unit weight 0.944 kg/mtr and aluminum glazing section of minimum unit weight 0.154 kg/mtr and powder coated the sections with approved color/ shade to a minimum thickness of 40 to 50 microns, and install with expansion hold fasteners/ dash hold fasteners, etc. providing and fixing glazing with 5 mm thick clear toughened glass of approved make etc. complete. The rate shall include for filling the gaps between window frame and the wall/ granite with silicon sealant using air gun etc. The aluminum sections shall be smooth, straight, mitered and jointed neatly and properly and fixed with necessary cleat angle, cp brass / ss screws, neoprene/ EPDM rubber gasket, etc. all complete as directed by the Bank's Engineer.</p> <p>The rate shall also include for re fixing the vertical blinds with channels removed and stacked under item 01 above with minor repairs and spares if necessary and covering all the windows with suitable material during replacement of windows work etc., all complete as directed by the Bank's Engineer.</p> <p><b>Note: Please refer drg.2 for details.</b></p>	08	Sqm		
08	<p>Rebate towards the salvage value of materials, taking away by the contractor, which are disengaged/ dismantled and stacked as per item no. 01 above.</p> <p>Appx. size of windows:</p> <p>a) Three track windows of size: 2.27 x 1.45(appx.)</p>	30	Nos.		

	2.40 x 1.45(appx.)	06	Nos.		
	1.80 x 1.45 (appx.)	03	Nos.		
	b) Two track windows of size: 1.05 x 1.05(appx.)	03	Nos.		
	c) Fixed type windows of size (single shutter): 0.52 x 1.43 (appx.)	04	Nos.		
	d) Fixed type windows (02 shutters) of size: 1.37 x 1.43 (appx.)	04	Nos.		
			<b>TOTAL</b>		
			<b>GST @ 18%</b>		
			<b>GRANDTOTAL</b>		

**Amount in words:** \_\_\_\_\_

\_\_\_\_\_

Place:

Date:

Signature of the Contractor

with name, address and seal