



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
संपदा विभाग, जम्मू
Estate Department, Jammu

भारतीय रिज़र्व बैंक, जम्मू के त्रिकूटा नगर, सेक्टर 9, स्थित स्टाफ क्वार्टर्स कॉलोनी की आंतरिक बिटुमेन रोड की पुनः कार्पेटिंग के लिए ई-निविदा

Re-carpeting of Bitumen Road at Reserve Bank Staff Quarters, Sector 9, Trikuta Nagar, Jammu

निविदा आमंत्रण सूचना/Notice Inviting Tender

भारतीय रिज़र्व बैंक, जम्मू “भारतीय रिज़र्व बैंक स्टाफ क्वार्टर्स कॉलोनी, सेक्टर 9, त्रिकूटा नगर, जम्मू की आंतरिक रोड की पुनः-कार्पेटिंग” के कार्य के लिए बैंक के पैनल में शामिल पात्र संविदाकारों से ई-निविदाएं आमंत्रित करता है ।

Reserve Bank of India, Jammu, invites E-Tenders from the eligible empanelled contractors of the Reserve Bank of India, Jammu for the work of “Re-carpeting of Bitumen Road at Reserve Bank Staff Quarters, Sector 9, Trikuta Nagar, Jammu”.

निविदा के भाग-I और भाग-II के विनिर्देशों के पूर्ण विवरणों के साथ विधिवत भरे हुए ई-टेंडर 27 जून 2024 को दोपहर 12:00 बजे से पहले आरबीआई पोर्टल के एमएसटीसी वेबसाइट में अपलोड किए जाने चाहिए। निविदाकार सभी प्रकार से पूर्ण निविदा प्रस्ताव प्रस्तुत करेंगे । बोली 27 जून 2024 को अपराह्न 03:00 बजे इलेक्ट्रॉनिक रूप से खोली जाएगी । ऊपर उल्लिखित किसी भी तिथि को अवकाश घोषित किए जाने की स्थिति में, अगले कार्य दिवस में तत्संबंधी कार्य को पूरा किया जाएगा । केवल उन बोलीदाताओं की वित्तीय बोली (भाग-II) खोली जाएंगी, जो भाग I दस्तावेजों के मूल्यांकन के बाद पात्र पाए जाते हैं ।

E-Tenders comprising duly filled in details of both Part-I and Part-II specifications of the tender should be uploaded in the MSTC website under RBI portal **not later than 12:00 hrs on June 27, 2024**. Tenderers shall submit the tender proposal complete in all respects. The bids will be **opened electronically at 03:00 PM on June 27, 2024**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein. The Financial Bid (Part-II) of only those bidders who are found to be eligible on evaluation of their Part-I documents will be opened.

निविदा दस्तावेज को आरबीआई की वेबसाइट www.rbi.org.in और www.mstcecommerce.com से डाउनलोड किया जा सकता है । इस निविदा के संबंध में कोई भी संशोधन/शुद्धीपत्र/स्पष्टीकरण केवल वेबसाइट/ई-पोर्टल पर अपलोड किया जाएगा । निविदाकारों को सूचित किया जाता है कि वे बोली

प्रस्तुत करने से पहले किसी भी संशोधन/शुद्धीपत्र/स्पष्टीकरण के लिए उपर्युक्त वेबसाइट / ई-पोर्टल को देखें और सत्यापन करने के बाद प्रस्तुत करें। बैंक के पास बिना कारण बताए किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है।

Tender document can be downloaded from the website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any amendment / corrigendum / clarification on the above website and submit their bid after verification of the same. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

क्षेत्रीय निदेशक/प्रभारी अधिकारी/ Regional Director /Officer-in-Charge
भारतीय रिज़र्व बैंक/Reserve Bank of India
रेल हेड कॉम्प्लेक्स, जम्मू/Rail Head Complex, Jammu

निविदा अनुसूची (एसओटी)/SCHEDULE OF TENDER (SOT)

a. ई-निविदा संख्या/e-Tender No.	RBI/Jammu Regional office/Estate/1/24-25/ET/52[Re-carpeting of Bitumen Road]
b. निविदा का नाम/Name of the Tender	भारतीय रिज़र्व बैंक, जम्मू की आंतरिक बिटुमेन रोड की पुनः कार्पेटिंग Re-carpeting of Bitumen Road at Reserve Bank of India, Jammu
c. निविदा का माध्यम/Mode of Tender	ई-प्रोक्योरमेंट प्रणाली https://www.mstcecommerce.com/eprocn के माध्यम से ऑनलाइन भाग-I - तकनीकी-वाणिज्यिक बोली और भाग II-मूल्य बोली) e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through (https://www.mstcecommerce.com/eprocn)
d. Date of Notice Inviting Tender	07 जून 2024 को 18:00 बजे से June 07, 2024 from 18:00 hrs onwards

(NIT) available to parties to download	
e. बयाना जमाराशि/Earnest Money Deposit	सफल बोलीदाता से कुल अनुबंध राशि का 2% / 2% of the total Contract Amount from successful bidder.
f. बोली पूर्व बैठक (ऑफलाइन) / Pre-Bid Meeting (offline)	संपदा विभाग, भारतीय रिज़र्व बैंक, रेल हेड कॉम्प्लेक्स, जम्मू में 17 जून 2024 को पूर्वाह्न 11:30 बजे / 11:30 A.M. on June 17, 2024 at Estate Department, Reserve Bank of India, Rail Head Complex, Jammu
g. https://www.mstcecommerce.com/eprocn पर ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा शुरू करने की तिथि Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at	07 जून 2024 को 18:00 बजे से June 7, 2024 from 18:00 hrs onwards

https://www.mstcecommerce.com/eprocn	
<p>h. तकनीकी-वाणिज्यिक बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा बंद करने की तारीख Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.</p>	<p>27 जून 2024 को 12:00 बजे तक June 27, 2024 till 12:00 hrs.</p>
<p>i. निविदा के भाग I और II खुलने की तारीख/समय/स्थान Date / time / Venue of opening of Tender Part I & II</p>	<p>निविदा का भाग I और II इलेक्ट्रॉनिक रूप से 27 जून 2024 को अपराह्न 03:00 बजे खोला जाएगा। Part I & II of the tender shall be opened electronically at 03:00 PM on June 27, 2024.</p>
<p>j. लेनदेन शुल्क/Transaction Fee</p>	<p>एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी पेमेन्ट गेटवे/एनईएफटी/आरटीजीएस के माध्यम से लेनदेन शुल्क का भुगतान किया जाना है। /Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway</p>

	through NEFT/RTGS in favour of MSTC LIMITED
k. संचार का पता/Address for Communication	क्षेत्रीय निदेशक/Regional Director भारतीय रिज़र्व बैंक/Reserve Bank of India रेल हेड कॉम्प्लेक्स, जम्मू- 180012 Rail Head Complex, Jammu: 180012

भारतीय रिज़र्व बैंक/RESERVE BANK OF INDIA
संपदा विभाग/Estate Department
जम्मू/Jammu

भारतीय रिज़र्व बैंक, जम्मू के त्रिकूटा नगर, सेक्टर 9, स्थित स्टाफ क्वार्टर्स
कॉलोनी के अंदर की रोड की पुनः कार्पेटिंग के लिए
ई-निविदा संख्या- आरबीआई/जम्मू क्षेत्रीय कार्यालय/संपदा/1/24-25/ईटी/52
[आंतरिक रोड की पुनः कार्पेटिंग]

e-Tender No. - RBI/Jammu Regional office/Estate/1/24-
25/ET/52[Re-carpeting of Bitumen Road]

For

Re-carpeting of Bitumen Road at Reserve Bank Staff Quarter,
Sector 9, Trikuta Nagar, Jammu

भाग/Part I

(तकनीकी वाणिज्यिक बोली/Techno-Commercial Bid)

बोलीदाता का नाम/Name of Bidder _____

पता/Address

बोली पूर्व बैठक (ऑफलाइन) की तारीख: स्थान/समय: दिनांक 17 जून 2024 को 11:30 बजे संपदा विभाग, भारतीय रिज़र्व बैंक, जम्मू के हॉल में

Date of Pre-Bid meeting (offline): Venue / Time: Hall - Estate Department, Reserve Bank of India, Jammu on June 17, 2024 at 11:30 hrs.

ई-निविदा प्रस्तुत करने की नियत तारीख और समय: 27 जून 2024 को 12:00 बजे

Due Date and time of submission of e-Tender: June 27, 2024 till 12:00 hrs.

INDEX

1	Important information	11
1.1.	Schedule of Tender	11
1.2.	General instructions	13
2.	Form of Tender	15
	MEMORANDUM	16
3	Articles of Agreement (Proforma)	22
4	Instructions to Bidders	22
4.1.	SAFETY CODE	61
4.2.	FIRE SAFETY CODE	66
5	General Conditions of the Contract (GCC)	69
5.1.	The Conditions Herein before referred to	69
5.2.	Appendix Herein before Referred To	123
6.	Special Conditions of the Contract	125
7.	Technical specifications and requirements for the work to be executed	132
8	List of approved makes / manufacturers of materials	132
	Annexure I - Guidelines for e-Procurement	143
	Annexure IV - Schedule of Quantities-Preamble	143

1 महत्वपूर्ण सूचना/Important information

1.1. Schedule of Tender

a. E-Tender No.	RBI/Jammu Regional office/Estate/1/24-25/ET/52[Re-carpeting of Bitumen Road]
b. Name of work	Re-carpeting of Bitumen Road at Reserve Bank Staff Quarters, Jammu
c. Mode of Tender	e-Procurement System (Online Part I - Techno- Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprocn) Guidelines for e-tender has been provided on the website of MSTC.
d. Date of NIT available to parties to download	June 07, 2024 from 18:00 hrs onwards
e. Earnest Money Deposit	2% of contract amount/work order amount to be submitted by successful bidder/tenderer in RBI Jammu A/c No.8714295, IFSC Code: RBIS0JMPA01 (0=Zero) {Intimate/ forward the transaction details on estate@rbi.org.in and amitkumar6@rbi.org.in } No interest will be paid on EMD.

f. Last date of submission of EMD.	As per work order to the successful bidder
g. Pre-bid Meeting	<p>A pre-bid meeting of the intending tenderers, will be held on June 17, 2024 at 11:30 AM in Estate Department, 3rd Floor, Reserve Bank of India, Rail Head Complex, Jammu, all intended tenderers are advised to attend Pre- Bid meeting.</p> <p>In case a vendor does not attend Pre- Bid meeting, its minutes will be binding on them and no further clarifications will be entertained.</p>
<p>h. Date of starting of e- for Tender submission of on-line Techno-Commercial Bid and price Bid at https://www.mstcecommerce.com/eprocn</p>	<p>June 07, 2024 from 06:00 p.m. onwards.</p>
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<p>June 27, 2024 till 12:00 hrs.</p>

j. Date & time of opening of Tender part I & II	June 27, 2024 on 15:00 hrs.
k. Transaction Fee	Payment of Transaction fee is as mentioned in the MSTC portal through MSTC payment gateway through / NEFT / RTGS in Favor of MSTC Limited.

1.2. General instructions

- Bidders who are empanelled with RBI, Jammu under the category of 'Miscellaneous civil, carpentry, plumbing, sanitary, replacement of glass panes, glass partition, Steel / Aluminium fabrication, interior works, cleaning works etc.' above ₹5 lakhs are only eligible to participate in this tender.
- Decision of the Employer regarding the eligibility of bidders for participation in the tender will be final and binding. The Employer is not bound to assign any reason therefor.
- Bids containing false and / or inadequate information are liable for rejection.
- Only those bidders, who satisfy the following eligibility criteria shall be eligible to participate in the e-tender:

- They should be in the valid empanelled Contractor list of RBI, Jammu under the appropriate category of works mentioned above.
- **The Contractors should not have been de-listed / banned for any reasons or any contract awarded to them should not have been terminated during the last 2 years on account of non-performance / any other reasons decided by the Employer.**
- Clarifications, if any, required may be obtained from Reserve Bank of India, Estate Department, Jammu during working hours of the Employer.
- Part II (Price Bid) submitted by those bidders who do not qualify the above conditions will be rejected.
- **Vendors are requested to quote item rates including GST on each item in Price Bid. The final total amount shown in the system will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.**

2. निविदा फॉर्म/Form of Tender

सेवा में/To

क्षेत्रीय निदेशक/Regional Director

भारतीय रिज़र्व बैंक/Reserve Bank of India

रेल हेड कॉम्प्लेक्स/Rail Head Complex,

जम्मू/Jammu

महोदय/Dear Sir,

हमने एतद्वारा ज्ञापन में निर्दिष्ट कार्यों से संबंधित विनिर्देशों, डिजाइनों तथा मात्राओं की अनुसूची की सावधानीपूर्वक जांच की है और उक्त ज्ञापन में निर्धारित स्थल का दौरा किया है और एवं ई-निविदा से संबंधित समस्त आवश्यक जानकारी प्राप्त की है। मैं/हम एतद्वारा उक्त ज्ञापन में निर्दिष्ट कार्यों को ज्ञापन के अनुसार निर्धारित समय-सीमा के भीतर संलग्न मात्रा अनुसूची में उल्लिखित दरों पर और अनुबंध में निर्दिष्ट विनिर्देशों, डिजाइनों और लिखित अनुदेशों के अनुसार निष्पादित करने का प्रस्ताव करते हैं जो हर प्रकार से करारनामा, निविदाकार के लिए पूर्वोल्लिखित सामान्य अनुदेश और विशेष शर्तों, विनिर्देश, डेटा शीट और मात्रा अनुसूची और यथा लागू अन्य शर्तों के अधीन उपलब्ध कराई जाने वाली सामग्री के अनुसार पूरा किया जाएगा ।

Having examined the specifications, designs 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 at the rates mentioned in the attached Schedule of Quantities, specifications and in accordance, in all respects, with the Specifications, Designs, Drawings (if any) and instructions in writing referred to in Articles of Agreement, Special Conditions, Schedule of Quantities and General Conditions of Contract, Annexures 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

(a)	कार्य का नाम/Name of the work:	भारतीय रिज़र्व बैंक, जम्मू के त्रिकूटा नगर, सेक्टर 9, स्थित स्टाफ क्वार्टर्स कॉलोनी की आंतरिक रोड की पुनः कार्पेटिंग के लिए ई-निविदा Re-carpeting of Bitumen Road at Reserve Bank Staff Quarters, Sector 9, Trikuta Nagar, Jammu
(b)	कार्य की अनुमानित लागत Estimated Cost of the work	₹7.16 लाख/lakhs

(c)	बयाना जमाराशि/Earnest Money	सफल बोलीदाता से कुल अनुबंध राशि का 2% 2% of the total Contract Amount from the successful bidder
(d)	आरंभ की तारीख/Date of Commencement	कार्य आदेश की तारीख सहित कार्य शुरू करने के लिए लिखित आदेश की तारीख से 14 दिनों के भीतर Within 14 days from the date of written order to commence the work, including the date of work order
(e)	कार्य पूरा होने के लिए समय /Time for completion of the work	20 दिन, जिसे कार्य शुरू करने के लिए लिखित आदेश जारी करने के 14 वें दिन से माना जाएगा। 20 days, which shall be reckoned from the 14th day of issue of written order to commence the work.
(f)	परिसमाप्त हर्जाना Liquidated Damages	उस अवधि के लिए प्रति सप्ताह अनुबंध मूल्य का 0.25% जिसके लिए अनुबंध मूल्य के 10% की सीमा के अधीन कार्य पूरा होने की निर्धारित अवधि से परे अधूरा रहता है। 0.25% of the contract value per week for the period for which the work remains incomplete beyond the stipulated period of completion subject to the ceiling of 10% of the contract value.

(g)	दोष देयता अवधि Defects Liability period	कार्य के वर्चुअल समापन की तारीख से 1 वर्ष 1 Year from the date of Virtual Completion of the work
-----	---	--

मैं/हम निम्नलिखित पर सहमत हैं: I/We agree to the following:

1. यदि इस निविदा को स्वीकार कर लिया जाता है तो, मैं/हम इसके साथ संलग्न अनुबंध की शर्तों में विहित नियमों और प्रावधानों (जहां तक वे लागू हो सकते हैं) का पालन करने और उन्हें पूरा करने के लिए सहमत हूँ/हैं, या उसमें चूक करने पर उक्त शर्तों में उल्लिखित राशि जब्त कर ली जाएगी और हम भारतीय रिज़र्व बैंक को उसका भुगतान कर देंगे।
Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here 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.
2. यदि इस निविदा को स्वीकार किया जाता है, तो मैं/हम भारतीय रिज़र्व बैंक के साथ बयाना राशि के रूप में कुल अनुबंध राशि के 2% के बराबर राशि जमा करेंगे, जो राशि पर कोई ब्याज नहीं देना है। यदि मैं/हम ऐसा करने के लिए बुलाए जाने पर अनुबंध को निष्पादित करने में विफल रहते हैं, तो मैं/हम एतद्वारा सहमत हूँ/हैं कि यह राशि मेरे/हमारे द्वारा भारतीय रिज़र्व बैंक/भारतीय रिज़र्व बैंक को जब्त कर ली जाएगी।

Should this tender be accepted, I / we shall deposit a sum equivalent to 2% of the total Contract Amount as Earnest Money Deposit with the Reserve Bank of India, which amount is not to bear any interest. Should I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me / us to the Reserve Bank of India / Reserve Bank of India.

3. मैं/हम पुष्टि करता हूँ/करते हैं कि मेरे/हमारे द्वारा प्रस्तुत निविदा दस्तावेज में उल्लिखित सभी नियमों और शर्तों की पुष्टि कर रही है।

I / We confirm that the tender submitted by me / us is confirming to all the terms and conditions mentioned in the tender document.

4. मैं/हम इस बात से भी सहमत हैं कि भाग-I निविदा खोलने की तारीख से 90 दिनों तक बैंक द्वारा स्वीकृति के लिए हमारी निविदा मान्य रहेगी और इस वैधता अवधि को बैंक और हमारे बीच परस्पर लिखित सहमति के आधार पर बढ़ाया भी जा सकता है। हम निविदा की वैधता की पूरी अवधि के दौरान बयाना राशि की बैंक गारंटी को वैध रखने के लिए भी सहमत हैं।

I / We agree that our Tender will remain valid for acceptance by the Employer for 90 days from the date of opening of Part I of the Tender and this period of validity can be extended for such period as may be mutually

agreed between the Employer and us in writing. We also agree to keep the Bank Guarantee (if any) towards earnest money deposit valid during the entire period of validity of Tender.

5. मैं/हम एतद्वारा घोषणा करता हूँ/करते हैं कि मेरे/हमारे विरुद्ध पुलिस/न्यायालय/विनियामक प्राधिकरणों के पास कोई मामला नहीं है। इसके अलावा, मुझे/हमें किसी भी कारण से भारतीय रिज़र्व बैंक सहित किसी भी संगठन द्वारा न तो निलंबित/अस्वीकृत/अयोग्य ठहराया गया है और न ही ऐसी कोई कार्यवाही लंबित या विचाराधीन है। मैं/हम यह भी प्रमाणित करते हैं कि न तो हमारी फर्म और न ही कोई भागीदार किसी भी घोटाले या अनुशासनात्मक कार्यवाही में शामिल हैं या निर्णय के लंबित हैं।

I/We do hereby declare that there is no case with the Police/Court/Regulatory Authorities against me/us. Also, I/We have neither been suspended/delisted / disqualified by any organization including Reserve Bank of India/Reserve Bank of India for any reason nor any such proceedings are pending or contemplated. I/We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

6. मैं/हम प्रमाणित करते हैं कि मेरे/हमारे द्वारा दी गई सभी जानकारी सही है। यदि आवश्यक हो, तो आरबीआई के संबंधित अधिकारियों के

साथ इस दस्तावेज़ में दी गई किसी भी या सभी जानकारी की पुष्टि करने में मुझे कोई आपत्ति नहीं है ।

I/We certify that all the information furnished by me / us is true to the best of my / our knowledge. I have no objection to RBI verifying any or all the information furnished in this document with the concerned authorities, if necessary.

7. मैं/हम समझते हैं कि नियोक्ता बिना कोई कारण बताए किसी भी या सभी निविदाओं को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखते हैं।

I / We understand that the Employer reserves the right to accept or reject any or all the Tender either in full or in part without assigning any reason, therefore.

3 करारनामा / Articles of Agreement

(₹100/- स्टाम्प पेपर पर) / (On 100/- stamp paper)
(केवल सफल बोलीकर्ता हेतु) / (Only for successful bidder)

यह करार वर्ष.....के..... वें दिन एक पक्ष के तौर पर भारतीय रिज़र्व बैंक, जम्मू (जिसे इसके बाद “बैंक” कहा गया है) और दूसरे पक्ष _____ (जिन्हें इसके बाद “संविदाकार” कहा गया है) के बीच निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, JAMMU (hereafter called “The Bank”) of the one part and _____ (thereinafter called “the Contractor”) of the other part.

जबकि बैंक कार्य कराने का इच्छुक है और विनिर्देश तैयार किए हैं जिसमें किए जाने वाले कार्यों का उल्लेख है।

और जबकि उक्त विनिर्देश, मात्राओं की अनुसूची पर उनके द्वारा अथवा पक्षकारों की ओर से हस्ताक्षर किए गए हैं।

WHEREAS The Bank is desirous of getting the work “[Abstract]” and has caused specifications describing the works to be done.

AND WHEREAS the said specifications, the Schedule of Quantities have been signed by or on behalf of the parties hereto.

और जबकि बोलीकर्ता इसमें निर्धारित की गई शर्तों और संविदा की विशेष शर्तों और मात्रा अनुसूची में उल्लिखित की गई शर्तों तथा यथा संशोधित एवं अंतिम रूप से दोनों पक्षकारों द्वारा सहमत संविदा की शर्तों (जिन्हें

समग्रतः इसके बाद “कथित शर्तें” कहा गया है) में निहित शर्तों के अधीन बैंक की उक्त अपेक्षा और /अथवा कथित विनिर्देश में उल्लिखित कार्य और मात्रा-अनुसूची में शामिल कार्य को निष्पादित करने हेतु सहमत है जिसे वह उक्त में तय की गई राशि के अनुसार अथवा उसके अधीन देय होने वाली राशि के अनुसार निर्धारित दर (जिसे इसके बाद ‘कथित संविदा राशि’ कहा गया है) पर करेगा।

AND WHEREAS the Contractor has agreed to execute upon the 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 rates 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’)

अतः अब उनके बीच निम्नलिखित रूप से करार किया जाता है :-

NOW IT IS HEREBY AGREED AS FOLLOWS:

निर्धारित शर्तों में उल्लिखित समय और तरीके से संविदा राशि को ध्यान में रखते हुए, संविदाकार निर्धारित शर्तों के अनुसार और उनके अधीन निविदा विनिर्देशों में और मात्रा अनुसूची में यथा उल्लिखित कार्य को निष्पादित और पूरा करेगा।

In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions

execute and complete the work as described in the said Specifications and the Schedule of Quantities.

नियोक्ता संविदाकार को निर्धारित शर्तों में विनिर्दिष्ट समय और तरीके से देय संविदा राशि अथवा ऐसी अन्य राशि का भुगतान करेगा।

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

उक्त शर्तों में 'आर्किटेक्ट' शब्द का आशय इस संविदा के तहत निर्मित किए जाने वाले भवन/संरचनाओं की वास्तुशिल्पीय योजना और डिजाइनिंग आदि के उद्देश्य हेतु महाप्रबंधक/ उप महाप्रबंधक, संपदा विभाग, भारतीय रिज़र्व बैंक, जम्मू से है। संविदा में उल्लिखित कार्य हेतु जिस भी कारण से आर्किटेक्ट की हैसियत समाप्त होने की स्थिति में नियोक्ता द्वारा नामित अन्य कोई व्यक्ति या व्यक्तियों उस प्रयोजन के लिए आर्किटेक्ट के रूप में कार्य करेगा।

The term 'Architect' in the said conditions shall mean General Manager/DGM, Estate Department, Reserve Bank of India JAMMU for the purpose of architectural planning & designing etc. of the buildings / structures to be constructed under this contract. In the event of their ceasing to be Architects for the work mentioned in the contract for whatever reason such other person or persons as shall be nominated by the Employer for that purpose will function as Architect.

भारतीय रिज़र्व बैंक कार्यों के पर्यवेक्षण, बिलों के प्रमाणीकरण, भुगतान करने और विभिन्न नियमों, शर्तों और संविदा की शर्तों को लागू करने के लिए सीधे व्यवस्था करेगा (संविदा के उपर्युक्त खंड के तहत परिभाषित कार्य को छोड़कर)। इस प्रयोजन के लिए कार्य में तेजी लाने, निर्माण की

गुणवत्ता, सामग्री की गुणवत्ता, परियोजना की प्रगति और उसे पूरा करने आदि के बारे में उक्त शर्त में उल्लिखित आर्किटेक्ट से आशय सहायक महाप्रबंधक (तकनीकी) / प्रबंधक (तकनीकी) / सहायक प्रबंधक (तकनीकी) अथवा इस कार्य के लिए सक्षम प्राधिकारी, भारतीय रिज़र्व बैंक द्वारा नामित कोई अन्य व्यक्ति से होगा। संविदा के प्रावधानों को लागू करने अर्थात् मध्यस्थता के जरिए विवादों के निपटाने से संबंधित खंड के मामले में आर्किटेक्ट शब्द का आशय ऐसे अन्य व्यक्ति अथवा या व्यक्तियों से होगा जिन्हें इस कार्य के लिए नियोक्ता द्वारा नामित किया जाएगा।

The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract (except for the scope of work as defined under clause 3 above). For this purpose, the term Architect in the said condition regarding escalation of work, quality of construction, quality of materials, progress & completion of the project etc. shall mean the Assistant General Manager (Tech) / Manager (Tech) / Assistant Manager (Tech) or any other person designated for the purpose by the Competent Authority, Reserve Bank of India. As far as the operation of the provision of the Contract viz. Clause relating to settlement of disputes through arbitration, the term 'Architect' shall be read as such other person or persons as shall be nominated by the Employer for that purpose will function as Architect.

सक्षम प्राधिकारी को इस कार्य हेतु प्रभारी अभियंता नामित करने का अधिकार है। यदि विभाग में सहायक महाप्रबंधक (तकनीकी) नहीं है, तो

प्रबंधक (तकनीकी) इस कार्य के लिए प्रभारी अभियंता के रूप में कार्य कर सकता है। इसके अलावा, यदि प्रबंधक (तकनीकी) भी नहीं है, तो समक्ष प्राधिकारी के अनुमोदन से सहायक प्रबंधक (तकनीकी) इस कार्य के लिए प्रभारी अभियंता के रूप में कार्य करेगा।

The Competent Authority has the power to designate Engineer-in-Charge for this work. In case the department does not have AGM with technical background in that case Engineer-in-Charge for this work can be a Manager (Tech). Further, in case of non-availability of Manager (Tech), Assistant Manager (Tech) will act as Engineer-in-Charge with due approval of Competent Authority.

उक्त शर्तों और इसके साथ संलग्न परिशिष्ट को इसके साथ पढ़ा जाए और उन्हें इस करार का एक हिस्सा माना जाएगा तथा पक्षकारों को उक्त शर्तों का पालन करना होगा और उक्त शर्तों के अनुसार क्रमशः अपने-अपने हिस्से का करार निष्पादित करना होगा।

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

यहां योजनाएं, करार और इसमें उल्लिखित दस्तावेज इस करार के आधार होंगे।

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

यह संविदा न तो कोई नियत एकमुस्त संविदा है, न ही खंडित कार्य संविदा है, बल्कि " नियोक्ता " [Abstract]) के संबंध में संपूर्ण कार्य

करने हेतु संविदा है, जिसके लिए भुगतान दर अनुसूची में दी गई दरों पर वास्तविक तयशुदा मात्रा और संभावित मात्रा के अनुसार अथवा निर्धारित शर्तों में किए गए प्रावधान के अनुसार किया जाना है।

This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but a Contract to carry out the work in respect of the entire of the “([Abstract])” to be paid for according to the actual measured quantities at the rate contained in the schedule of rates and probable quantities or as provided in the said Conditions.

संविदाकार सिविल कार्यों, सेनेटरी कार्य और फिटिंग्स का संस्थापन, स्थायी जल आपूर्ति, इलेक्ट्रिकल संस्थापन, फिटिंग्स, लिफ्ट, टेलीफोन, एयर कंडीशनिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को करने हेतु हर यथोचित सुविधा उपलब्ध कराएगा और कार्य पूरा होने के पश्चात दीवारों, फर्शों इत्यादि को हुई किसी भी क्षति की भरपाई करेगा।

The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, lifts, telephone, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.

नियोक्ता को यह अधिकार होगा कि वह इस संविदा पर प्रतिकूल प्रभाव डाले बिना किसी भी कार्य को जोड़कर अथवा हटाकर अथवा उक्त कार्य के किसी भाग को किसी और से कराकर कार्य के स्वरूप में बदलाव कर सकता है।

The Employer reserves to itself the right of altering the drawings & 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.

समय को इस संविदा का सबसे महत्वपूर्ण कारक माना जाएगा और संविदाकार इसके द्वारा औपचारिक कार्यादेश जारी होने के 14वें दिन से जैसा कि उक्त शर्तों में प्रावधान है, कार्य प्रारंभ कर देने और पूरा विनिर्दिष्ट कार्य 20 दिन के भीतर पूर्ण कर देने पर सहमत है, तथापि यह समय विस्तार के प्रावधान के अधीन होगा।

Time shall be 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 fourteenth day after the date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within 20 days subject nevertheless to the provisions for extension of time.

इस संविदा के अंतर्गत नियोक्ता द्वारा किए जाने वाले सभी भुगतान केवल जम्मू में किए जाएंगे।

All payments by the Employer under this Contract shall be made only at JAMMU.

इस करार से उत्पन्न अथवा इससे किसी भी रूप में जुड़े सभी विवादों के बारे में यह माना जाएगा कि वे जम्मू में उत्पन्न हुए हैं और उन पर केवल जम्मू स्थित न्यायालयों को उन पर निर्णय देने का अधिकार होगा।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at JAMMU and

only Courts in JAMMU shall have jurisdiction to determine the same.

इस संविदा के अनेक हिस्से संविदाकार द्वारा पढ़ लिए गए हैं और संविदाकार द्वारा पूरी तरह से समझ लिए गए हैं। जब तक बैंक के सक्षम प्राधिकारी ने लिखित रूप में विशेष निर्देश न दिए हों तब तक संविदाकार को निविदा में उल्लिखित मात्राओं के परे भुगतान नहीं किया जाएगा।

That the several parts of this Contract have been read by the Contractor and fully understood. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's competent authority.

संविदाकार और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ सिस्टम / उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकार करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। संविदाकार नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकार द्वारा नियोक्ता को क्षतिपूर्ति किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकार के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता

को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।

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.

कार्यस्थल पर महिलाओं का यौन उत्पीड़न:

SEXUAL HARASSMENT OF WOMEN AT WORK PLACE

क) कार्यस्थल पर महिलाओं के यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 के प्रावधानों के पूर्ण अनुपालन का उत्तरदायित्व पूरी तरह से संविदाकार का होगा। बैंक के परिसर के भीतर

अपने किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की किसी शिकायत की स्थिति में संविदाकार/ एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी।

The Contractor /Agency shall be solely responsible for full compliance with the provisions of the “ Sexual Harassment of the women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

ख) संविदाकार के किसी पीड़ित कर्मचारी से बैंक के किसी कर्मचारी के विरुद्ध प्राप्त यौन उत्पीड़न संबंधी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

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

ग) संविदाकार के कर्मचारियों की संलिप्तता की स्थिति में भुगतान किए जाने के लिए आवश्यक क्षतिपूर्ति के लिए संविदाकार उत्तरदायी होगा, उदाहरण के लिए यदि संविदाकार के किसी कर्मचारी द्वारा की गई यौन हिंसा प्रमाणित हो जाती है तो बैंक कर्मचारी को दी जाने वाली मौद्रिक राहत का भुगतान संविदाकार द्वारा किया जाएगा।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any

monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

घ) कार्यस्थल पर यौन उत्पीड़न तथा संबंधित मामलों के संबंध में अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।

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

इ.) संविदाकार अपने उन कर्मचारियों की पूर्ण और अद्यतन सूची बैंक को उपलब्ध कराएगा जिन्हें बैंक परिसर में काम पर लगाया गया है।

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

संविदाकार अपने कर्मचारियों के मामले में वे सभी उचित कदम उठाएगा जिससे कि इस करार के अधीन सभी गोपनीय सूचनाओं के गैर-प्रकटीकरण की शर्त का पूर्ण अनुपालन हो। अप्रकटीकरण और गोपनीयता संबंधी संविदाकार की बाध्यता इस करार की समाप्ति/निरस्तीकरण, चाहे जिस वजह से हो, के उपरांत भी रहेगी।

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."

यदि संविदाकार कोई साझेदारी	साक्षियों की उपस्थिति में बैंक और संविदाकार ने ऊपर लिखित तारीख और वर्ष को इन कागजात पर और इसकी
----------------------------	--

<p>फर्म अथवा कोई व्यक्ति हो</p> <p>If the contractor is a Partnership or an Individual</p>	<p>दो प्रतिलिपियों पर अपने-अपने हस्ताक्षर किए हैं ।</p> <p>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.</p>
<p>यदि संविदाकार कोई कंपनी हो</p> <p>If the contractor is a Company</p>	<p>साक्षियों की उपस्थिति में बैंक ने अपने विधिवत प्राधिकृत अधिकारी के माध्यम से इन कागजात पर अपने हस्ताक्षर किए हैं और संविदाकार ने ऊपर लिखित तारीख और वर्ष को अपनी ओर से इस पर और इसकी दो प्रतिलिपियों पर अपनी मुहर लगवा दी है।</p> <p>IN WITNESS WHEREOF the Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be</p>

	executed on its behalf, the day and year first hereinabove written.
--	---

हस्ताक्षर खंड / Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India
by the hand of

श्री/Shri

(नाम और पदनाम/Name and designation)

.....

in the presence of

(1)

पता/Address

(2)

पता/Address

साक्षी/Witnesses

<p>SIGNED AND DELIVERED BY 1)..... Address</p>	<p>यदि पक्षकार कोई साझेदारी फर्म अथवा कोई व्यक्ति हो, तो सभी साझेदारों अथवा सभी साझेदारों की ओर हस्ताक्षर करने चाहिए। If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.</p>
--	---

2)

.....

.....

पता/Address

.....

.....

.....

साक्षी/Witnesses

THE COMMON
SEAL OF

Was hereunto
affixed pursuant to
the resolutions
passed By its
Board of Directors
at the meeting
held

on.....

.....

In the presence of

.....

.....

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

1).....

यदि संविदाकार मुहर लगाकर
हस्ताक्षर करता है तो उपस्थितों
का हस्ताक्षर खंड संस्था के
अंतर्नियम में दिए मुहर लगाने के
खंड से मेल खाना चाहिए।

If the Contractor signs
under its Common Seal the
signature clause should
tally with their sealing
clause in the Articles of
Associations.

यदि संविदा पर हस्ताक्षर
मुख्तारनामा-धारक के द्वारा
किया जाता है, चाहे कोई कंपनी
हो या कोई व्यक्ति।

The Contractor is signing
by the hand of power of
attorney whether a
company or individual.

यदि संविदा पर हस्ताक्षर
मुख्तारनामा-धारक के द्वारा

2).....

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

.....

.....

किया जाता है, चाहे कोई कंपनी
हो या कोई व्यक्ति।

The Contractor is signing
by the hand of power of
attorney whether a
company or individual.

4 Instructions to Bidders

E-tenders comprising duly filled in Part I (Techno-Commercial Bid) and Part II (Price Bid) of the tender should be uploaded in MSTC website under RBI Portal for the work of **'Re-carpeting of Bitumen Road at Reserve Bank Staff Quarters, Sector 9, Trikuta Nagar, Jammu'**.

1. The Employer discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition, it shall be addressed as a special remark. The condition(s), if any, will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Employer will be intimated to the tenderers.
2. Part I (Techno-Commercial Bid) of the tender shall be opened at **03:00 p.m. on June 27, 2024**. Part II (Price Bid) of the tender shall be opened on the same day

after verification of the documents, if any, submitted along with Part I of the tender.

3. Tenders shall remain valid for acceptance by the Employer for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
4. Digital Signatures may be used to submit the tender in token of his / their acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down.
5. If any of the document is missing, the tender may be considered invalid by the Employer at its / their discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.

6. The vendors shall pay the transaction fee vide the procedures listed in [Annexure I](#) - 'Guidelines for e-procurement'.
7. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
8. **Earnest Money Deposit** for a sum of **2% of the total Contract Value** shall be remitted to the Bank Account of Reserve Bank of India by the successful tenderer within 14 days of issue of Work Order.
9. The EMD paid by the successful bidder shall be released without any interest by the Employer on virtual completion of the work and after settlement of final bill or rectification of defects, as per the directions of the Site Engineer.
10. The EMD shall not be accepted in any form other than the one mentioned in the tender notice. The **EMD /**

Performance Security Bank Guarantee submitted by the successful bidder shall be forfeited / invoked, in case he / they fail(s) to commence the work awarded to him / them within the prescribed time limit.

11. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money Deposit will be refunded to the bidder, if he / they are found not fulfilling the 'eligibility criteria' or if his / their tender is not accepted by the Employer, but without any interest. Under no circumstance Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
12. The successful tenderer shall indemnify the Employer against all risk by obtaining and keeping in force / currency throughout the Contract Period, necessary

Insurance Policies of appropriate value including Contractors All Risk Policy, Workmen Compensation Policy, Third Party Liability Policy, etc., from an Insurance Company approved by the Employer, as per Clause no.25 of the General Conditions of the Contract.

13. On receipt of intimation from the Employer of acceptance of his / their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof the successful bidder shall sign an agreement in accordance with the Articles of Agreement (Proforma) mentioned in the tender 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 so tendering, whether such formal agreement is or is not subsequently executed.

14. As a 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 Contractor towards Retention Money. This Retention Money to be deducted will be termed as 'Total Security Deposit'. The retention money shall be released after the expiry of the Defect Liability Period subject to the satisfactory rectification of all defects pointed out during the Defect Liability Period and as per the terms and conditions of this contract document. The amounts retained by the Employer as Retention Money Deposit / Security Deposit shall not bear any interest.

15. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the 'Total Security Deposit', if the amount so permits and the Contractor shall, unless such deposit has become otherwise

payable, within ten days after such deduction, make good in cash the amount so deducted.

16. 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 'Total Security Deposit' shall stand forfeited to the Employer.
17. The Contractor shall carry out all the works strictly in accordance with the design and drawings, details, specifications and instructions of the Bank's Engineer.
18. A schedule of probable quantities in respect of each work and specifications accompany these documents. The schedule of probable quantities is / are liable to alteration by omissions, deductions or additions at the discretion of the Employer.

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

20. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, double scaffolding, centring, boxing, staging, planking, tools, plants, equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary plumbing and electricity supply arrangements (Water and electricity may be made available at the available sources within the Employer's Premises at free of cost. However

conveying the same to required location(s) including required plumbing / electrical pipes / cables / wires, fittings / fixtures, etc., shall be at the risk & cost of the contractor), protection of the public and safety of walls, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centring, 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 the Bank's Engineer. The rates quoted shall 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 / road / water freight charges or any conditions whatsoever.

21. **The rates for each item in Part II (Price Bid) of the tender shall be inclusive of GST. The total amount calculated by the system, will be taken for arriving the**

L1 rates and the total Contract Value. Each invoice / bill shall indicate amongst other things, the contractor's PAN and GST Registration Number. The Contractor shall also produce to the Employer adequate proof of remittance of GST within a reasonable time from the date of such remittance. The contract value will also be subject to TDS / TCS / TDS under GST / Withholding Tax / any other tax, as per statutes.

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

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

23. Time allowed for carrying out the work, shall be as mentioned in the Memorandum, which shall be strictly observed by the Contractor and it shall be reckoned

from the 14th day of issue of written order to commence the work (including the date of work order).

24. 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 / they shall be liable to pay compensation as defined in Clause no. 27 'Liquidated Damage for non-completion' of the General Conditions of the Contract. The Contractor shall, before commencing the work, prepare a detailed work programme which shall be approved by the employer.

25. The Contractor shall not be entitled to any compensation for any loss suffered by him / them on account of delay in commencing or executing the work, whatever the cause of delay may be, including delay arising out of modifications to the work entrusted to him / them 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 materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

26. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Schedule of 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.

27. The successful tenderer must co-ordinate with the other contractors appointed by the Employer so that the

execution of work shall proceed smoothly with the least possible disturbance / delay and to the satisfaction of the Bank's Engineer.

28. The Contractor must bear in mind that all the works shall be carried out strictly in accordance with the Specifications, design drawings made by the Bank and also in compliance with the requirements of the local public authorities and to the requirements of the Employer and no deviation on any account will be permitted unless otherwise they are given in writing by the Employer.
29. The successful tenderer should make his / their own arrangement to obtain all materials required for the work. The materials as far as procurable shall be first / premium quality conforming to latest relevant Indian / international standard code of provisions as mentioned in schedule of quantities.

30. 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 / their own cost within 7 (seven) days of receiving such directions. The Employer 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.

31. Approval of samples: The Contractor shall have to produce samples of the material for Bank's approval for which no separate payment will be made. Approval of the sample by the Employer will not relieve the contractor from of his / their responsibility / obligation about the specifications and other stipulations in the contract.

32. The Contractor shall use materials of the makes / manufacturers specified in the list of material of approved make / brand / manufacturer contained in the e-tender clauses, strictly as per the manufacturer's specifications.
33. Electricity and water shall be provided free of cost for execution of the work at one point within the premises. Contractor shall make his / their own arrangements for conveying the same to the required locations. The contractor shall, however, take care to ensure that no undue wastage of electricity & water is caused. Necessary safety measures as required by the Employer shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Employer if any laxity on his / their part is observed in this matter.
34. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto.

35. IS Code / other Code numbers wherever mentioned in the tender shall be the latest version as on the date of opening of tenders.
36. EMD / 'Total Security Deposit' for the Defect Liability of the successful tenderer will be forfeited / invoked, if he / they fail to comply with any conditions of the Contract.
37. The tenderers must obtain for himself / themselves at his / their own responsibility and at his / their 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 / themselves with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
38. **Errors, Omission and Descriptions:**

Between the description of the item in General Specifications and the detailed descriptions in the Schedule of Quantities of the same item, the latter shall be adopted.

39. Clarifications if any, with respect to General Conditions, Special Conditions, Scope of work, specifications, design and drawings or any other matter required for submitting the tender shall be obtained from the Bank's Engineer during working hours of the Bank, before submitting the tenders. Once a tender is submitted, the matter will be decided according to conditions in the tender, in the absence of such authentic pre-clarification.

40. The contractor shall abide by and fulfil all requirements laid down under the various provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there-under. The contractor shall submit to the Employer the maximum number of Labors to be engaged on a single day in the job. Any subsequent

increase should be informed to the Employer without delay. If the number of labourers employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all his / their labourers / workmen staff employed by him / them. He / They shall submit a certificate to the effect that, he / they has / have actually paid all the dues of all labourers of all designations / descriptions engaged by him / them for completion of the awarded job / work / project at the rate which is not less than that prescribed under the Minimum Wages Act, 1948 and they have complied with the provisions of CLRA Act with regard to providing essential amenities to contract labour. Further, he / they may facilitate the Bank's representative(s) to verify and certify the veracity of such certificate. The contractor shall be solely responsible for any violation of provision of labour laws or any other statutory provisions and shall further keep the Reserve

Bank of India, Jammu indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expenses arising out from non-compliance of the aforesaid statutory provisions. The Employer will not be responsible for any accident, injury caused to any labourer / staff of the Contractor deployed at site, during the course of their work / duty / off duty and thus the labourer / staff will not be entitled for any compensation from the Employer. Under the circumstances of contractor's failure to fulfil any of the obligations hereunder and / or under the said Acts, rules / regulations and / or any bye-laws or rules framed under or any of these, the Reserve Bank of India, Jammu shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's payments and Security Deposit.

41. The Contractor shall **not disclose** directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipment, etc., which may come to the possession or knowledge of the Contractor during the course of discharging its / their 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 / their employees to ensure that the obligations of nondisclosure of confidential information under this Agreement is 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.

42. **Prevention of sexual harassment at workplace: -**

a) The contractor / agency shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its / their employee/s within the premises of the Employer, 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.

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaint Committee constituted by the Employer.

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

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

e) The contractor shall provide a complete and updated list of its / their employees who are deployed within the Employer's premises.

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

Date: Signature of tenderer with seal

Place: Name and Address:

Accepted with Digital Signature Certificate

4.1. SAFETY CODE

1. There shall be maintained, in a readily available place with First Aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without any 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 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 the ladder.

5. The excavated material shall not be placed within 1.5 meters 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.
6. 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.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material water proofing / structural repair chemicals, cement mortar, concrete, etc., shall be provided with protective footwear and rubber hand gloves.

9. Safety belts shall be provided by the contractor and used by the workmen while working from height of more than 3 meters from ground level.
10. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
11. (i) No paint / chemicals 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 chemicals / paint is applied using spray guns or surface having lead paint dry rubbed and scrapped.
12. 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.

13. Hoisting machines and tackles used in works, including their attachments, anchorage and supports shall be in perfect condition.
14. 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.
15. Additional safety net is to be provided to cover the external work and to avoid any injury to the Employer's Staff / public / users of the premises. Personal Protection Equipment (PPE) such as safety belts, helmets, etc., shall be provided for the workers at the contractor's cost and the contractor shall ensure that the workers use the same while at work.
16. The area of work shall be barricaded and necessary screens including strong frames / supporting system shall be provided around the area to prevent spread of chemicals / paints while applied.

17. Any other safety norms to be followed for the work shall be as per the relevant Indian Standards / Construction practices.

4.2. FIRE SAFETY CODE

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. LPG used in 'oxy-acetylene' gas cutters shall be 'industrial type'.
- iii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iv. Electrical power cables / wires used shall not have any joints and shall be properly rated.
- v. All Power supplies should be drawn through switch boards installed with RCCB of 30 mA sensitivity.
- vi. All electrical appliances, i.e., welding, drilling, cutting machine, air compressors, etc., shall be safely and securely earthed to prevent leakage current while in operation.
- vii. Before commencing the welding work for the first time on any day, fire section shall be informed and only

after the site inspection by the Fire officers / Personnel, work shall be started.

- viii. Two buckets of water and sand shall be kept in an easily accessible area on site.
- ix. Fire extinguishers recommended and issued by fire officers shall be kept on site.
- x. Used chemical / paint drums shall be stored in specified store only after closing them properly.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials / waste / debris.
- xii. None of the fire extinguishers shall be removed / shifted from its designated location.
- xiii. Power supply shall be switched off from the mains when equipments are not in use.
- xiv. Any dust / debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

- xv. Battery operated emergency light / torches shall be provided by the contractor to the workmen while working beyond office hours.
- xvi. All the electrical / mechanical / electro mechanical appliance shall be connected to sufficiently rated circuit breakers before tapping to a power source.

Place: Seal & Signature of the tenderer

Date:

5 General Conditions of the Contract (GCC)

5.1. The Conditions Herein before referred to

In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

- a) "Employer" Shall mean the Reserve Bank of India and shall include its assignee and successors.
- b) In the case of "Contractor shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.

e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally 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 Act.

g) "Net Prices"

If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the e-tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the e-tender as the price of that the 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 the any Prime Cost items

and provisional sums of money shall be deducted from the total amount of the e-tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

h) "The works" mean **'Re-carpeting of Bitumen Road at Reserve Bank Staff Quarters, Sector 9, Trikuta Nagar, Jammu'** as provided herein.

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:

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 / their 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 the "Employer's Instructions" in regard to: -

- a) The variation or modification of design, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the Drawings or between the Schedule of Quantities and / or Drawings and / or Specification.
- c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- d) The removal and / or re-execution of any works executed by the Contractor.
- e) The dismissal from the works of any persons employed there upon.
- f) The opening up for inspection of any work covered up.

- g) The amending and making good of any defects under clause no. 21 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised of such Bank's Engineer's instructions provided always that verbal instructions directions and explanations given to the Contractor or his / their 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.

3. Variations to be approved by the employer: The Contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

4. Drawings, Schedule of quantities and agreement: The contract shall be executed in duplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy of each for his / their 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 design drawings issued during the progress of the works. Any further copies of design drawings required by the contractor shall be paid for by him / them. The contractor shall keep one copy of all the drawings on the works and the Bank's Engineer or his / their representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he / they shall forthwith return to the Bank's Engineer all the design drawings and specifications.

5. Contractor to provide everything necessary at his / their cost: The contractor shall provide at his / their cost everything

necessary for proper execution of work according to the intent and meaning of the drawings. 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 drawings or between the drawings schedule of quantities and specifications, he / they shall immediately and in writing refer the same to Bank's Engineer who shall decide which is to be followed. Between drawings & specifications / schedule of quantities, schedule of quantities will prevail.

6. **Authorities, notices and patents:** (i) The contractor shall confirm to the provisions of any Act of legislature relating to the works and to 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 / they shall proceed with the work conforming to the provisions, regulations or bye-laws in question and any variation so necessitated shall be dealt with under Clause no.18 thereof.

(ii) 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.

(iii) The contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all action arising from such claims and shall himself / themselves pay all

royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

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

8. **Materials and workmanship to confirm to description:** All materials and workmanship shall so far as procurable be of 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 Bank's Engineer furnish him / them with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall arrange

for and / or carry out test of any materials, as per relevant IS provisions through the reputed laboratories prior to use in the work, if so desired by the Employer. The contractor shall arrange for manufactures' test certificate for any material which the Bank may require from time to time before execution using intended material. **Testing of material (Third Party Test) shall be carried out through a Government / Approved Laboratory and testing charges, as per actuals shall be reimbursed by the Employer on production of vouchers / paid receipt.**

9. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during execution of works and as long thereafter as the Bank's Engineer may consider necessary until the expiry of "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent, qualified

and experienced Engineer who shall be regularly in attendance at works while men are at work. Any directions explanation, instructions or notices given by Bank's Engineer to such representative shall be held to be given to Contractor.

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

11. Access to Works: The Employer, the Bank's Engineer and his / 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 Employer, Bank's Engineer and their representatives necessary for inspections and examination and test of materials and workmanship. No person not

authorized by the Employer or Bank's Engineer except the representatives of public authorities shall be allowed on the works at any time.

12. Assistant Manager (Tech.) / Manager (Tech.):

(I) The term Assistant Manager (Tech.) / Manger (Tech.) shall mean the person's appointed and paid by the employer. The contractor shall afford the Assistant Manager (Tech.) / Manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring the works and materials.

(ii) The Assistant Manager (Tech.) / Manger (Tech.) or any representative of the Employer shall have power to give notice to the Contractor or to his / their representative of non-approval of any work or materials. The work will from time to time be examined by the Assistant Manager (Tech.) / Manger (Tech.), 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.

13. Assignment and Subletting: 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 prior written consent of Employers 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.

14. Alterations, additions, omissions: No alteration, omission or variation shall vitiate this Contract except instructions / notice of employer (through Bank's Engineer) at any time during the progress of works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of materials to be used therein and shall give notice thereof in writing under its / their 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 prior approval in writing of the Employer in accordance with provisions of Clause no.17 hereof and the same shall be added to or deducted from the Contract Amount, as the case may be.

15. **Schedule of Quantities:** The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement specified in relevant IS code. 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 no.18 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.

16. Sufficiency of Schedule of Quantities: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his / their tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices which rates and prices shall cover all his / their matters and things necessary for the proper completion of the works.

17. Measurement of Works:

(i) The Bank's Engineer may from time to time intimate to the Contractor and the Employer that he / they 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 an agent, then the measurements taken by the Bank's Engineer or a person approved by him / her shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Method of Measurements detailed in the latest relevant IS codes of practice.

(ii) The Contractor or his / their Agent may at the time of measurement take such notes and measurements as he / they may require.

(iii) All authorized extra works, omissions and all variations made with the Bank's Engineer's instructions or subsequently conveyed in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

18. Prices for ascertainment of Extras: The Contractor may, when authorized and shall, when directed, in writing by the

Bank's Engineer with the approval of the Employer 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 no.6 hereof or by the authority of the Bank's Engineer with the concurrence of the employer as herein, mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

(a) (i) Net rates or prices in tender shall determine the valuation of extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

- (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted. If omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any 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 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 in applicable, 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 Employer.

- (d) Where extra work cannot be properly measured or valued, the contactor shall be allowed day work prices as the net rates stated in the tender 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 / her representative at or before the end of the week following that in which the work has been executed.
- (e) 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 then within three months of the completion of the Contract works as defined in Clause no.22 hereof.

- (f) 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 out based on CPWD schedule of rate analysis or for items not available in CPWD schedule, based on the market rate with the “actual cost basis”, plus 15% towards establishment charges, contractor’s overheads and profit. Such items will not be eligible for escalation.
- (g) The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his / her attention is / are 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 contract. However, during actual execution of work if the quantities exceeds by more than 25% of tender quantities, the quantity of such items executed, by the authority of the Engineer of the project and with the concurrence

of employer, in excess of 25% of tender quantity shall be considered as extra item of work for which the contractor shall submit fresh rates supported by rate analysis worked 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 tender. If any of the items of work is omitted from the accepted tender at the sole discretion of employer, the contractor shall not be entitled to any claim on this account.

- (h) **Wherever 7basic rate / basic price** for the material s specified, the contractor should furnish to Employer for verifications all the paid bills. The purchase rate shall be got approved from the Bank's Engineer before purchasing such materials. The adjustment in price of materials shall be made only on the measured quantity with 15% towards Over heads and profit. The basic prices are ex-go down prices exclusive of GST. The

contractor shall consider factors such as transport, handling, loading and unloading, etc., while quoting rates for such items.

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

20. **Removal of Improper Works:** The Employer shall during the progress of works, have power to order in writing from time to time the removal of 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 / their own cost. In case of default on the part of the contractor to carry out such order, the Employer shall have the power to employ and pay 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 Employer from any money due or that may become due to the Contractor.

21. **Defects after virtual completion:** Any defect, leakage, delamination, heaving up, shrinkage, settlement or other faults which may appear within the "Defects Liability / Performance Guarantee Period", stated in the Appendix hereto, 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 / their own cost and in case of default, the Employer 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 / them by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing from any money due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor deduct from any 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 no.32 hereof being insufficient, recover the balance from Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on works who has been nominated or

approved by the Bank's Engineer as provided in Clauses no.13 and 23 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 Contractor and been subject to the provisions of this Clause and Clause no.2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any Certificate or passing of any accounts, by Bank's Engineer.

22. Certificate of virtual completion and defects liability period:

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.

23. Nominated Sub-Contractor: 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, provided:

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

- c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his / their 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 Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor.
- d) The exercise of this power shall not create privacy of contract as between Employer and Sub-Contractor.

24. Other persons employed by the employer: The Employer 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 Employer. Such work shall be carried out in such manner as not to impede the progress of works included in Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

25. Insurance with respect to damages to person and property:

- (i) 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 his / their employees. The liability under this clause shall cover also, inter alia 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 Employer and hold him / them 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.

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

by the contractor, the employer shall obtain such insurance at the contractor's cost.

(iii) 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 of third parties.

(iv) The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his / their own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs.2

lakh per person for any one accident or occurrence and Rs.5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of Rs.10 lakh. The contractor shall also indemnify the employer against all claim which may be made upon the Employer, 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 / their **own expense** effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

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

- (vi) 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.
- (vii) The contractor shall also indemnify and keep Indemnified the Employer 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.
- (viii) Without prejudice to the other rights of the employer against contractor in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable to the contractor under this clause.
- (ix) The Contractor shall upon settlement by the insurer pursuant to a policy taken under this clause, proceed with due

diligence to re-build or repair the works destroyed or damaged. In this event all the monies received from Insurer in respect of such damage shall be paid to Contractor and the contractor shall not be entitled to any further payment in respect of expenditure incurred for re- building or repairing of materials or goods destroyed or damaged.

(x) 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 employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

(xi) Without prejudice to his / their liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for his / their respective portions of works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a **nominated**

subcontractor 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 site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

26. Date of commencement and completion: The Contractor shall be allowed admittance to the site on the “Date of Commencement” stated in the Appendix hereto or such later date as may be specified by the Bank’s Engineer and he / they shall there upon 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.

27. Liquidated Damage for non-completion: If the Contractor fails to complete the works within the stipulated time as in

Appendix or within any extended time under Clause no.28 hereof and the Bank's Engineer certifies in writing that in his / their opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in Appendix as "Liquidated Damages" for the period during which the said work shall so remain incomplete and the employer may deduct such damages from any moneys due to Contractor.

28. Delay and Extension of time: 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 of delays of other Contractors or Tradesmen engaged or nominated by the Employer 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 no.2 hereof (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 Contractor not having received in due time necessary instructions from the Bank's Engineer for which he / she 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 event, the value of work exceed the value of priced Scheduled of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of Employer make a fair and reasonable extension of time for completion of Contract Works, in case of such strike or lockout the Contractor shall nevertheless constantly use his / their 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.

- 29. Failure of the contractor to comply with the Bank's Engineer's instructions:** 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 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 / them from any money due to the Contractor.

30. Termination of Contract by the employer:

- (i) 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 supervision of Court and the Official Assignee or Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him / them requiring him / them to do so, to show to the reasonable satisfaction

of the Bank's Engineer that he / they is / are able to carry out and fulfil the Contract and to give security therefore, if so required by the Bank's Engineer.

(ii) 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.

(iii) Or shall assign or sublet this Contract without the consent in writing of the Employer first had and obtained. Or shall charge or encumber this Contract or any payments due of which may become due to the Contractor hereunder.

(iv) Or if the Bank's Engineer shall certify in writing to the Employer 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

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's 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.

(v) Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, 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 / their 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 / their own property or may employ the same by means of his / their 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 the work 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 / their surplus materials and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him / them, 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 his / their hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

31. Termination of Contract by the Contractor:

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed

or where the same may not apply valuation shall be made in accordance with Clause no.18 hereof.

32. Certificates & payments:

(a) The Contractor shall be paid by the Employer 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) 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 / her discretion include the Interim Certificate such amount as he / she 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 Employer in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix as 'Instalment after Virtual Completion' being a part of the said Total Retention Money. And the Contractor shall be entitled to payment of 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 '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 works or at or after their completion shall not relive the contractor from his / their liability under Clause no.2 and

21, not relieve the contractor of his / their inability in cases of fraud, dishonesty or fraudulent concealment relating of 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 Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

(b) The Contractor has to submit along with his / their 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 / them up to the date of the bill for verification of the same before settlement of such bills by the Employer.

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

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

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

(f) 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 Employer.

33. Delayed Payment: Any amounts payable by the Employer 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 Employer until the payment.

34. Matters to be finally decided by the bank: The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clause no. 2 (a), 2 (b), 4, 7, 12, 20, 28 (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 no.35 hereof in the same way in all respects (including the provisions as to opening reference) as if it were a decision of the Bank's Engineer.

35. Settlement of Disputes through Arbitration:

(a) 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 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 Employer who shall state its / their decision in writing. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Employer with respect to any of the exempted matter shall be final and without appeal as stated in Clause no.34 hereof. But if the contractor be dissatisfied on any other matter, the contractor may within 28 days after receiving notice of such decision upon, shall submit in writing for arbitration. 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 his / their behalf. The two

arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire. (b) 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 exempted 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.

(c) 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 parties) from the date of entering on the reference. In case during arbitration proceedings the parties mutually settle, compromise their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement of compromise.

(d) 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.

(e) 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 / are given, abide by the decision of the Employer. No award of the Arbitrator or Arbitrators, as the case may be,

shall relieve the Contractor of his / their obligations to adhere strictly to the Employer'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.

36. Right of Technical Scrutiny of Final Bill: The Employer shall have a right to cause a technical examination of works by any persons or organization as appointed by employer and the final bill of Contractor including all supporting vouchers, abstracts, etc. If as a result of this examination/s or otherwise any sum is found to have been overpaid or over certified it shall be lawful for Employer to recover the sum from any payment due to Contractor for this works or any other works being carried out by contractor elsewhere under Reserve Bank of India.

37. Employer entitled to recover compensation paid to workmen: If, for any reason, the Employer 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 Employer shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his / their giving to the Employer for all cost for which the Employer might become liable in consequence of contesting such claim.

38. **Abandonment of Works:** If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have no claim to any payment of

compensation or otherwise whatsoever on account of any profit or advantage which he / they might have derived from the execution of the whole works.

39. **Right of Employer to terminate the contract in the event of death of contractor or individual:** Without prejudice to any of the right or remedies under this Contract, if the Contractor being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

40. **Marginal Notes:** 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.

Accepted with Digital Signature Certificate

5.2. Appendix Herein before Referred To

1.	Defects Liability / Performance Guarantee period	1 Year from the date of Virtual Completion of the work.
2.	Period of Final Measurement	01 Month from the date of Virtual Completion of the work.
3.	Date of commencement	Within 14 days from the date of written order to commence the work, including the date of work order.
4.	Date of completion	20 days which shall be reckoned from the 14th day of issue of written order to commence the work.
5.	Rate of Liquidated Damages	0.25% of the contract value per week for the period for which the work remains incomplete beyond the stipulated period of completion subject to the ceiling of 10% of the contract value.
6.	Value of works for Interim Certificates /	NIL

	Running account bills	
7.	Performance Security Bank Guarantee	NIL
8.	Retention Money Deposit	5% from every bill
9.	Release of Total Security Deposit (Retention Money)	Retention Money @ 5% deducted from each bill without any interest, will be released by the Employer after expiry of Defect Liability Period subject to satisfactory rectification of all defects pointed out during the Defect Liability Period.
10.	Period for honouring certificates of payment	20 days for Running Account bills and 45 days for Final bill.
11.	Interest for delayed payment	3% simple interest per annum.

*Accepted with Digital Signature
Certificate*

6. Special Conditions of the Contract

1. The work shall be carried out in the premises of Reserve Bank Of India, Jammu. All dismantling works have to be carried out during non-working hours as decided by the Bank's Engineer. Hence, Contractor should plan the activities accordingly to ensure that work is executed without causing any hindrance / disturbance to the occupants of the premises.
2. The tenderer may please note that the work has to be carried out in the night-time. Therefore, entire work involved shall be carried out with least disturbance / inconvenience to Staff, public and other agencies and also day-to-day cleaning of debris / dust generated has to be done by the Contractor.
3. Contractors shall acquaint themselves of the security procedures of Employer. They shall make necessary arrangements to obtain necessary passes for his / their workers and supervisory staff

posted at site against submission of required ID proof as required by Security Officials of the Bank.

4. The workmen will not be allowed to stay within the premises beyond working hours.
5. The water and electricity required for work or workmen may be taken free of cost from the available sources / points in the premises. However, the contractor has to make all necessary arrangements for taking water or supplying power to the required locations from available points at his / their own cost following the safety codes.
6. Permission, if any, required from local bodies shall be obtained by Contractor at his / their cost.
7. The tenderer shall use only approved materials as specifically stated in Schedule of Quantities / Approved list of materials. **The Bank will be at liberty to choose any brand of materials from the approved brand names in the list.** Samples of any materials should be got approved before proceeding with bulk

purchase. All materials shall be first / premium quality confirming to IS standards.

8. Wherever the Contractor proposes to use equivalent make (i.e., other than specified) the same shall be done after prior approval of Bank's Engineer. 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.
9. No lapses from the Contractor's side, which may cause damage to the property and injury to the occupants / neighbours in the opinion of the Bank's Engineer, shall be permitted.
10. The time-period for completion of the work mentioned in tender is inclusive of holidays, Sundays and Saturdays falling within the contract period.
11. Coverage of paint / primer items, as per actuals, checked at site with a sample panel or theoretical coverage furnished by manufacturer, whichever is less shall be considered for arriving at the quantity of these items to be consumed in the work. If actual consumption of materials based on coverage as

mentioned above and actual area of painting measured and modified with applicable coefficients for various kinds of surfaces, is less than that actual to be used in the work, the contractors shall apply additional coats of paint / chemical to tally the consumption required or proportionate cost shall be recovered.

12. Materials brought to site shall be brought to the notice of Bank's Engineer immediately for checking. All empty paint / chemical containers shall be retained at site until the entire work is completed and measurements taken and recorded. Sealed primer / paint / chemical containers shall be opened for use only in the presence of Bank's Engineers after making necessary entries in the paint / material register.
13. The contractor shall submit a properly planned & prepared work programme to the Bank before commencement of work so as to enable the Bank to intimate other agencies in advance for smooth working, progress and coordination and the time schedule in the work programme should be strictly adhered to.

14. No labourers shall be permitted to stay inside campus after working hours. All COVID protocols to be followed and any lapse in following protocols shall be treated as a serious offence.

15. **Rates quoted by Tenderers in “Rate Column” should be including GST. Any other tax / levy / duty, etc., payable as per statute to Central / State Governments or any Statutory Body or Local Authorities shall be included in rates quoted. No claim in respect of sales tax, sales tax on works contract, excise duty, customs duty, octroi or other tax, duty or levy, service tax whether existing or future shall be entertained by the Employer. While submitting the bill / invoice, the contractor shall clearly indicate GST involved in the work value.**

16. Before quoting the rates, Contractor should inspect the site and understand themselves about the nature and scope of the work.

17. Any damage caused to any of Bank's property shall be made good by Contractor at his / their own cost.

18. The Contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's Engineer.
19. The Contractor shall make his / their own arrangements for storing of their materials at site safely.
20. Rate quoted should include for all necessary testing of materials as required and directed by the Bank's Engineers.
21. The contractor shall employ a well experienced site supervisor to supervise day-to-day works. Such a person shall be capable of following the instructions of the Bank's Engineers and execute the works as per the specifications laid down in the Tender.
22. The successful tenderer shall also be responsible for safety & security of his / their materials & also for ensuring fire prevention steps at all times in working at the premises including their part of work.
23. The intending tenderer can obtain any clarifications regarding the tender, specifications, etc., if any from the Office of the Employer on any of Bank's working day.

24. Mode of measurement shall be as prescribed in Technical Specifications of Works. Wherever it is not specifically stated it shall be as per IS 1200.
25. The contractor shall furnish A-4 size, computerized sheets printed in the format (proforma shall be given by the Employer) of a conventional Measurement Book (MB), duly machine numbered pages and with a provision for inserting MB number. The contractors shall incorporate necessary corrections in these sheets as directed by the Bank's Engineer. After incorporating the corrections, the contractor shall submit revised copies. All pages of the finalized, computerized MB sheets, after due check / test check measurements shall have full signature with date of authorized official of the contractor. The measurement sheets approved as 'final' shall be bound in the form of a MB at the cost of the Contractor and submitted to the Employer.

Accepted with Digital Signature Certificate

7. Technical specifications and requirements for the work to be executed

Technical Specifications

The specifications for the entire work under the Contract shall be in accordance with the latest "CPWD Specifications", Indian Road Congress Standard Specifications and Codes of Practice as per latest "Indian Standard Codes (ISC)". Wherever these codes are silent, the same shall be governed by sound Engineering practice, and the decision of the "Engineer-in-Charge [EIC]" of NABARD, in matter of interpretation, shall be final and binding on the Contractor.

The bidder must read carefully all such specifications/codes before submitting their bid. It shall be deemed that the Bidder has thoroughly read & understood "Specifications & Scope of Work" before filling in the rates/prices, irrespective of the fact whether they have really done so or not, and no claim on this account shall be entertained at a later date.

Scope of Work

The scope of work shall be generally as per Schedule of Rates, drawings etc. for the subject work which are self-explanatory but not limited to the quantities and specifications indicated therein. However, it is understood that the scope of work shall include inter alia, the carrying out of all works and providing any and all facilities, as required for completing the works as per terms and conditions of Contract Document. The captioned work preferably to be undertaken post 10:00 PM to ensure minimal disturbance to the residents. Tenderers / Bidders are advised to quote the rates accordingly.

The work includes tools, equipment, men, material and machine etc. as required for the execution and completion of the job in all aspect as per contract specifications. Contractor's scope of work shall include but not limited to the following: -

Repairs, Cleaning, Surface Dressing and Preparation of Surface
Manholes /Potholes or patches and ruts on the surface course which is to be surface treated, shall be repaired by removal of all loose and defective material appropriately and replacement

with suitable material. Thereafter surface shall be exposed up / scratched to a depth of about 10 mm by means of wire brushes / scratching machine etc. The surface shall then be brushed with soft brooms to remove all loose aggregate. Finally, the traces of fine dust which get accumulated while brushing shall be thoroughly removed from the surface using high compressor blower.

Prior to the application of tack coat bitumen, all vegetation, loose sealing compound, caked mud, dust, dirt, dry leaves and foreign materials etc. shall be removed from the entire surface of the existing road, pavements and from constructions and expansion joints (wherever existing) by means of mechanical sweepers and high-powered air compressor/ blowers otherwise with steel wire brushes, small picks, brooms or other implements as approved by the Engineer-in-Charge. The material so removed shall be disposed of as Page 4 of 23 directed by the Engineer-in- Charge. The tack coat shall not be applied, nor any bitumen work done when the surface is damp or wet.

Applying of Tack Coat of Hot Straight Run Bitumen

Providing and applying tack coat using hot straight run bitumen of appropriate grade as per Code of practice conforming to relevant ISC including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications. Bitumen shall be heated in a mechanized mobile boiler to the required temperature and maintained at that temperature. Hot bitumen shall be applied evenly to the clean, dry surface by means of a pressure sprayer at specified rate. Even and uniform distribution of bitumen shall be ensured. Excessive deposits of bitumen caused by stopping or starting of the sprayer or through leakage or any other reason shall be suitably rectified.

Providing and laying of uniform 40mm Thick Premix / Ready-mix Carpet through Paver Finisher Machine

After application of tack coat as above indicated, required quantity of premix material containing fine stone chippings (8-

10 mm) mixed with the bitumen binder of approved grade sourced / transported by tippers or suitable vehicles from nearby / premix / ready-mix plants to the point of use, shall be laid to the uniform thickness of about 40 mm by paver finisher machine.

Spreading of Premix with Paver Finisher Machine and Rolling with Vibratory Roller / Compactor

The premixed material shall be spread on the road surface through paver finisher machine. While laying the premix material through paver, the camber should be adjusted proportionately and of appropriate degree suitable to the dimension of both side of the road. After laying and spreading the premix material (BBM), rolling shall commence with at least 9 tonne power vibratory roller / compactor for even and smooth surface. Rolling shall begin at the edges and progress towards the centre longitudinally. Except on the super elevated portions rolling shall progress from the lower to upper edge, parallel to the centre line of the pavement. The consolidated thickness shall not at

any place be less than the specified thickness by more than 25%. However, the average thickness shall not be less than that specified in the item.

When the roller has passed over the whole area once, any high spots or depressions which become apparent shall be corrected by removing or adding premixed materials. Rolling shall then be continued until the entire surface has been rolled to compaction and all the roller marks eliminated. In each pass of the roller, preceding track shall be overlapped uniformly by at least 1/3 width. The roller wheels shall be kept damp to prevent the premix from adhering to the wheels and being picked up. In no case shall fuel/lubricating oil be used for this purpose. Rollers shall not stand on newly laid material as it may get deformed thereby.

Rectification

Where the surface uneven/ irregularly falls outside the specified tolerances the contractor shall be liable to rectify it to the satisfaction of Engineer-in-Charge by adding fresh material and

re-compacting to specifications where the surface is low. Where the surface is high the full depth of the layer shall be removed and replaced with fresh material and compacted to specifications.

Surface Finishing through Providing and Applying Seal Coat

This work shall consist of the application of a seal coat for sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall (camber). Providing and laying seal coat of premixed fine aggregate with bitumen using adequate quantity of bitumen of appropriate grade including rolling and finishing with vibratory road roller / compactor, all complete.

As soon as a sufficient length has been covered with the premixed material, the surface shall be rolled with at least 9 tonne (or above) smooth-wheeled vibratory roller / compactor. Rolling shall be continued until the premixed material completely seals the voids in the bituminous course and a smooth uniform surface is obtained. Further, the prepared finished surface shall

be protected from traffic for such period as may be directed by the Engineer-in-Charge.

Providing and Applying of Road Safety Marking Strips, Signs

After applying of final seal coat for smooth surface, following the Road Safety Rules, Contractor shall arrange to mark reflective thermoplastic paint strip to give uniform finish with ready mixed road marking paint conforming to IRC: 35-1997 applied both edges of the road using thermoplastic road marking machine on bituminous surface in white shade, including cleaning the surface of all dirt, scales, oil, grease and foreign material etc., complete.

Measurement and Rates

After completion of work, final length and breadth shall be measured in meter alongside the pavement. Area shall be worked out in Square Meters (Sqm) correct to two decimal places. Rate shall include the cost of all machines, materials and labour etc. involved in all the operations described above including rate for reflective thermoplastic road markings strips,

road safety signs, solar powered signal posts and cats eyes etc. inclusive of GST.

Testing and Inspection

The Contractor shall carry out the various tests as per CPWD/ IRC/ IS Specifications/Standards as per requirements of work and instructions of EIC. No separate payment shall be made unless otherwise specified in schedule of rates.

Any work not conforming to Technical Specifications and Scope of Work, concerning CPWD specifications, Indian Road Congress Specifications and IS codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.

All results of inspection and tests will be recorded in the inspection reports which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

8 List of approved makes / manufacturers of materials.

1. All materials to be used in the work shall strictly conform to the detailed technical specifications under each item.
2. They shall be of the best quality available in the market and conform to the relevant Indian / International Standards.
3. If the approved brands mentioned are not available in the market, equivalent material with written approval of the Bank's Engineer only shall be used in the work. Wherever the contractor proposes to use equivalent makes (i.e., other than those specified), the same shall be done with prior approval of the Bank's Engineer. In such cases, it is the responsibility of the contractor to prove, to the satisfaction of the Bank's Engineer, with necessary technical data / documents / tests reports that the equivalent materials proposed to be used in the work conform to all the technical specifications / parameters stipulated in the specifications. Any additional expenditure and time on account of this shall be solely on contractor's account

and no claims whatsoever shall be entertained by the Employer in this regard.

Sl. No.	Material	Make
1	Bitumen	Indian Oil Corporation Ltd. / Bharat Petroleum Corporation Ltd. / Hindustan Petroleum Corporation Ltd.

Accepted with Digital Signature Certificate

Annexure I - Guidelines for e-Procurement

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

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Jammu. The e- procurement service provider is MSTC Limited. Bidders are requested to read and understand the terms and conditions in the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting the online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid

A. Process of e-Tender:

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. This submission of bids shall be done over the internet. The Vendor should possess a valid Class III signing and encryption

type digital signature certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Vendors are required to register themselves online with <https://www.mstcecommerce.com/eprocn> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.

The e-mail and Mobile number shall be OTP verified.

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

The Vendors shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a vendor has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please

follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

In case of any clarification, please contact MSTC/RBI, Jammu, (before the scheduled time of the e- tender).

MSTC Central Helpdesk Numbers-033-23400020/23400021/23400022

Email id - helpdesk@mstcindia.co.in

Contact person (MSTC):

Mr. Nitin Anand

Shri Pankaj Kumar

Manager (NRO)

Assistant Manager (NRO)

Mobile no: 9769760074

Mobile no- 7229068247

Email: bmcdgmstc@mstcindia.co.in

Email - pankajkumar@mstcindia.co.in

Contact person (RBI)

<u>For Technical Query:</u> Sh. Amit Kumar Singh, (AM-Civil) E-mail ID: amitsingh@rbi.org.in ; Mob: 9988660264.	<u>For Non-Technical Query:</u> Sh. Amit Kumar, AM, E-mail ID: amitkumar6@rbi.org.in Mob: 6006768764 Phone No.: 0191- 2472481.
--	---

1. System Requirement:

Windows 7 or above Operating System

2. Please note that following settings are required for use of MSTC

E-procurement Portal (shown below), which the portal itself guides the user to do, upon opening the page. Once the settings are done, user (Buyer/Seller/Admin) can access the portal without any issue.

System Requirement:

1. Windows 7 or above Operating System
2. Microsoft Edge/Chrome/Mozilla Firefox
3. Signing & encryption type class III digital signature
4. Java 1.8 or above
5. Local system admin rights

- a. Note: do not run as “run as administrator”.
 - b. Must not ask for any username or password while installation
6. On opening url <https://www.mstcecommerce.com/eprocn/>, system will check for settings and prompt user for action to correct the settings.

System Settings Check Status

Status	Incorrect System Settings Download System Settings Guide Download Certificate	
Please Correct the Following Settings:		
If You Do Not Have Java Installed, Please Install Java	Download Java	
Based On The Java Version You Have Installed Please Download PKI Application	Latest Version: 11	Installed Version:
	If You Have Java 32 Bit Installed Download	If You Have Java 64 Bit Installed Download
If You Have Installed Both Java And Pki Application, Please Update Browser Settings	If You Are Using Google Chrome Or Edge: - Open URL https://localhost:13591/signservice/getdata And Click To Allow Connections.	
	If You Are Using Firefox: - Open URL https://localhost:13591/signservice/getdata And Add Security Exception To Allow Connections.	

7. PKI application 32 bit to be installed if you have 32-bit java installed or PKI application 64 bit to be installed if you have 64-bit java installed.
8. Once all the settings are done, the system check dialog box will disappear, and user can login to the portal.

B. Bidding in e-Tender

- a. The process involves Electronic Bidding for submission of Bid.

- b. The bidder(s) can submit their Bid through internet in MSTC Website <https://www.mstcecommerce.com/eprocn>
- c. The NIT/ Documents shall be available for download in the event catalogue available under 'Event Details' of the Event.
- d. Please follow the guides for Registration available in the link https://www.mstcecommerce.com/eprocn/admin/registration/vendor_registration.jsp#step-1 and other guides 'Subscription', 'Payment', 'Bidding', 'View/ Download Reports' and ' Upload encryption public key' 'Uploading encryption public key' and 'Bidding' under 'Download Guides' available in the Dashboard before proceeding to submit bid.
- e. The bidders may upload the bidding related documents in the link 'My Documents'. The documents uploaded here shall be available for attaching with this event in the Bid Floor.
- f. In order to submit bid, a vendor has to go to 'Events' from the menu and select 'Bid Floor'. The vendor has to select the buyer 'Buyer' from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit 'Event wise bid details'

that may consist of 'PQR'/'Common Terms' / 'Document Attach'. A vendor has to save the PQR/Common Terms / attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in 'Event specific bid status' and the 'Item specific bid' button appears on the bid floor. Thereafter vendor has to save lot specific technical bid/ price bid. A vendor has to click button under 'Technical Cover' in order to save the technical bid for specific lots. Once the technical bid is saved, the 'Price Cover' button appears on the screen for respective lots. Once price bid is saved, the vendor has to click on 'Final Submit'. On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid status'. A vendor shall receive system generated mail.

NOTE: - The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids then he may delete the bid and re-submit the same.

- g. In all cases, bidder 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 bidders 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 the duration mentioned above.
- j. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by Buyer will form a binding contract between Buyer and the Bidder.
- k. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 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.
- m. No deviation of the terms and conditions of the tender document

is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

n. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

- Payment of Applicable Transaction Fee should be paid in favour of MSTC Limited through the “Transaction fee Payment” link available in your login.
- **NOTE:** The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
- Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, Jammu as advised in the NIT.
- All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender

by 'Buyer'. Hence the bidders are required to ensure that their official email ID provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSCs (Digital Signature Certificates).

- There is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the bidders only.
- No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site.
- E-Tender cannot be accessed after the due date and time mentioned in NIT.
- Bidder(s) need to deposit/submit necessary EMD and

Transaction fee separately for the e-Tender. Transaction fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Jammu after award of work. EMD of the successful bidder will be refunded after receipt of Performance Bank Guarantee for the same.

- The bidder(s) who have submitted the above fees can only submit their Technical Bids and Price Bid through internet in MSTC website <https://www.mstcecommerce.com/eproc>

9. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

10. No deviation to the terms & conditions are allowed.

11. Buyer has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

12. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://www.mstcecommerce.com/eproc> of MSTC Ltd.

13. The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is

not required as per the terms of the NIT shall not be considered.

14. The bid will be evaluated based on the filled-in Price bid formats.

15. Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

Annexure IV - Schedule of Quantities

Preamble to Schedule of Quantities

The rates quoted shall include the following:

1. Preparation of the road surfaces as per standard specifications and also, removal and carting away all the debris from the Bank's premises after cleaning the road.
2. Before commencing the work, all levels shall be checked and concurrence of the Bank's Engineer shall be obtained.
3. Road clearances to be done where necessary like branch cutting, trimming, etc., at site.
4. All articles of furniture, equipment, etc., shall be protected by covering with cloth or tarpaulin, etc., as per the instructions of the Bank's Engineer.
5. Additional labour deployment where necessary.

6. All the material shall be of 1st / **premium quality** of approved brand and applied as detailed under specifications.
7. The work shall be carried out during night hours.
8. The rates shall include the necessary test tools and equipment to be provided at site to verify the material supplied to site.
9. The rates shall include the necessary re-filling and compaction of the Asphalt material if the samples have been core cut for checking.

Schedule of Quantities

S. No.	Description	Quantity	Units
1	Providing and applying tack coat (@.75kg/sq.m.) using hot straight run bitumen of grade VG - 30, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface including cold milling of suitable depth wherever required to maintain the slop for flow of water from adjoining surface by using mechanical means, removal of the debris, cleaning of the stains, etc., all complete as per direction of Engineer-in-charge and accordance with applicable specifications.	990	sqm

2	<p>Providing and laying 40 mm thick bitumastic mix wear coat with hot bitumen (grade VG - 30) of approved quality, using stone chippings (60% with 12.5 mm nominal size and 40% with 10 mm nominal size) and with bitumen @ 56 kg/cum of stone chippings, over a tack coat with hot straight run bitumen, including consolidation with road roller of 8 to 10 tonne etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.</p>	990	sqm
3	<p>Providing and laying seal coat over prepared surface of road with bitumen heated in bitumen boiler fitted with the spray set spraying using 98 kg of bitumen (grade VG -30) and blinding surface with 0.90 cum of average stone aggregate of 6.7 mm size (Passing 11.2 mm sieve and retained on 2.36 mm sieve) per 100 sqm of road surface, including rolling and finishing with power road roller, all complete as per direction</p>	990	sqm

	of Engineer-in-charge and accordance with applicable specifications.		
4	Providing and applying 2.5 mm thick and 100mm width road marking strips (retro-reflective) of specified shade/ colour using hot thermoplastic material by fully/ semi-automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads (@250gm/sq.m.) dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, debris, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	45.00	sqm

Date:

Signature of the
contractor:

Place:

Name & Address of
the firm:

RESERVE BANK OF INDIA

Estate Department, Jammu

For

**Re-carpeting of Bitumen Road at Reserve Bank Staff Quarter,
Sector 9, Trikuta Nagar, Jammu**

**Part II
(Price Bid)**

Name of Bidder _____

Address_____

**Date of Pre-Bid meeting (offline): Venue / Time: Hall -
Estate Department, Reserve Bank of India, Jammu on June
17, 2024 at 11:30 hrs.**

**Due Date and time of Submission of e-Tender:
June 27, 2024 till 12:00 hrs**

Bill of Quantities (BOQ)

Sr. No.	Description	Quantity	Unit	Rate	Amount
1	Providing and applying tack coat (@.75kg/sq.m.) using hot straight run bitumen of grade VG - 30, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface including cold milling of suitable depth wherever required to maintain the slop for flow of water from adjoining surface by using mechanical means, removal of the debris, cleaning of the stains, etc., all complete as per direction of Engineer-in-charge and accordance with applicable specifications.	990	sq m		
2	Providing and laying 40 mm thick bitumastic mix wear coat with hot bitumen (grade VG - 30) of approved quality, using stone chippings (60% with 12.5 mm nominal size and 40% with 10 mm nominal size) and with bitumen @	990	sq m		

	56 kg/cum of stone chippings, over a tack coat with hot straight run bitumen, including consolidation with road roller of 8 to 10 tonne etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.				
3	Providing and laying seal coat over prepared surface of road with bitumen heated in bitumen boiler fitted with the spray set spraying using 98 kg of bitumen (grade VG-30) and blinding surface with 0.90 cum of average stone aggregate of 6.7 mm size (Passing 11.2 mm sieve and retained on 2.36 mm sieve) per 100 sqm of road surface, including rolling and finishing with power road roller, all complete as per direction of Engineer-in-charge and accordance with applicable specifications.	990	sq m		
4	Providing and applying 2.5 mm thick and 100mm width road marking strips (retro- reflective) of specified shade/ colour using hot thermoplastic material by fully/ semi-automatic thermoplastic paint	45.00	sq m		

<p>applicator machine fitted with profile shoe, glass beads (@250gm/sq.m.) dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, debris, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.</p>				
---	--	--	--	--

Date:

Signature of contractor (with

Stamp)

Place: