

## संपदा विभाग / Estate Department चेन्नै / Chennai - 600 001

ई-निविदा सं.: आरबीआई/चेन्नै/संपदा/154/23-24/ईटी/214 E-Tender No: RBI/Chennai/Estate/154/23-24/ET/214

अप्रोच ड्राइववे, आरबीआई ऑफिसर्स कार्टरस, अन्ना नगर (पश्चिम), चेन्नई में कंक्रीट और पेवर ब्लॉक रोड का निर्माण

Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai

### (ई-निविदा पोर्टल पर ही ऑनलाइन भरा जाए) (TO BE FILLED ONLINE IN THE E-TENDERING PORTAL ONLY)

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

पता / Address:	
एमएसटीसी ई-निविदा पोर्टल पर उपलब्ध ई-	21 जून, 2023 को दोपहर 17:00 घंटे।
निविदाओं की तिथि / Date of e-Tenders	June 21, 2023 at 17:00 Hrs.
available on MSTC e-tendering portal	
बैंक द्वारा स्वीकार करने के लिए ई-निविदा की	ई-निविदा का भाग-। खोले जाने की तारीख से 90 दिन
वैधता	90 days from the date of opening of Part – I of the e-
Validity of the e-Tenders for acceptance	Tender.
by the Bank	
ई-निविदाओं के भाग- । और भाग- ॥ जमा करने	08 अगस्त, 2023 को दोपहर 15:00 घंटे।
की अंतिम तिथि / Last date for submission	August 08, 2023 at 15:00 Hrs.
of Part-I & Part-II of the e-Tenders	
ई-निविदाओं के भाग-। को खोलने की तिथि	08 अगस्त, 2023 को दोपहर 15:30 घंटे।
Date of opening of Part-I of the e-	August 08, 2023 at 15:30 Hrs.
Tenders	
ई-निविदाओं के भाग-॥ को खोलने की तिथि	08 अगस्त, 2023 ई-निविदाओं के भागा को खोलने के बाद या उसके
Date of opening of Part-II of the e-	बाद की तारीख को जिसके बाद पात्र बोलीदाताओं को ई-मेल के माध्यम
Tenders	से सूचित किया जाएगा।
	August 08, 2023 after opening of Part I of the e-tenders or
	on a subsequent date after which will be communicated to
	the eligible bidders through e-mail.

### अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, सम्पदा विभाग, चेन्नई ने इच्छुक पक्षों को कार्य की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। जबकि भारतीय रिजर्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और यह मानता है कि यह सही है, न तो भारतीय रिजर्व बैंक और न ही इसके किसी भी अधिकारी या उनके संबंधित अधिकारी, कर्मचारी कोई वारंटी देते हैं या कोई अभ्यावेदन करते हैं।, व्यक्त या निहित इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता के रूप में या कोई भी जानकारी जो इसके साथ प्रदान की जा सकती है।

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जानकारी संपूर्ण होने का इरादा नहीं है। इच्छुक पार्टियों को अपनी स्वयं की पूछताछ करने की आवश्यकता होती है और उत्तरदाताओं को लिखित रूप में पृष्टि करने की आवश्यकता होती है कि उन्होंने ऐसा किया है, और वे निविदा जमा करने में केवल भारतीय रिजर्व बैंक द्वारा प्रदान की गई जानकारी पर भरोसा नहीं करते हैं। यह जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिजर्व बैंक या इसके किसी भी प्राधिकरण या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों पर गैर-बाध्यकारी है। The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to conform in writing that they have done so, and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non - binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

भारतीय रिज़र्व बैंक के पास कार्य को आगे नहीं बढ़ाने या कार्य के विन्यास को बदलने, इस दस्तावेज़ में दर्शाई गई समय सारिणी को बदलने या लागू की जाने वाली प्रक्रिया या प्रक्रिया को बदलने का अधिकार सुरक्षित है। यह रुचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है।

Reserve Bank of India reserves the right not to proceed with the work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति का भुगतान नहीं किया जाएगा। निविदा में कोई संशोधन/शुद्धिपत्र, यदि कोई भविष्य में जारी किया जाता है, केवल आरबीआई वेबसाइट और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

No reimbursement of cost of any type will be paid to persons or entities expressing interest. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

## अप्रोच ड्राइववे, आरबीआई ऑफिसर्स क्वार्टरस, अन्ना नगर (पश्चिम), चेन्नई में कंक्रीट और पेवर ब्लॉक रोड का निर्माण

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## ई-निविदा (एसओटी) की अनुसूची / SCHEDULE OF E-TENDER (SOT)

The Schedule of e-Tender is as follows:

i)	E-Tender No.	RBI/Chennai/Estate/154/23-24/ET/214
ii)	Description of work	Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai
iii)	Mode of Tender	E-tender (Online Part I - Techno-Commercial Bid and Part II - Price Bid through
		www.mstcecommerce.com/eprochome/rbi) only.
iv)	Estimated Cost	₹70 lakh (Incl.GST) and a buyback of ₹ 35,754 /-
v)	Time allowed for completion of the work / Contract Period	90 days from 10 <sup>th</sup> calendar day of issue of work order
vi)	Defects Liability Period (DLP)	12 months from the date of issuance of Virtual completion certificate.
vii)	Earnest Money Deposit	₹1,40,000/-
	(EMD)	(To be submitted by the all the bidders)
viii)	Retention Money (RM) to be deducted from each RA bill towards DLP	at the rate of 5% of the value of each bill certified.
ix)	Performance Security Bank Guarantee	For 5% of the accepted 'Contract Value', valid for the contract period from the date of issuance of virtual completion certificate for the work. (To be submitted by the Successful bidder only).
x)	Liquidated damages	<b>0.25%</b> of the accepted contract amount per week, subject to a maximum total of <b>10%</b> of the accepted Contract Price.
xi)	Time for Settlement of Bills	45 days from the receipt of the Bill.
xii)	Interim Bill / Running Account (RA) bill	Gross value of work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment eligible for raising Running Account bill (Interim payment) - ₹20 Lakh
xiii)	Release of Performance Security Guarantees.	The Performance Security Bank Guarantee shall be released by the Bank on issuance of virtual completion certificate of the work and settlement of Final bill.
xiv)	Interest on Delayed payment	Simple interest @ 3 % per annum.
xv)	Date of NIT (Notice Inviting Tender) available to parties for download	June 21, 2023.
xvi)	Last date of submission of Pre-qualification Papers	July 12, 2023 within 17.00 Hrs.
xvii)	Pre-bid meeting (offline)	July 26, 2023 at 11:00 am. at Estate Department, RBI, Chennai.

		Note: The participants are advised to confirm their
		participation one day before to make the necessary
		arrangements through mail ids mentioned
xviii)	Date of Starting of e-Tender	15:00 Hrs on July 30, 2023.
	for submission of on-line	
	Techno-Commercial Bid and	
	price Bid	
xix)	Last Date of submission of	14:00 Hrs on August 08, 2023.
,	EMD	
xx)	Date of closing of online	15:00 Hrs on August 08, 2023.
1,	e-tender for submission of	
	techno-commercial bid &	
	price bid	
xxi)	Date of opening of Part-I	15:30 Hrs on August 08, 2023.
	(techno-	
	commercial bid)	
xxii)	Date of opening of Part-II	Part II (Price Bid) of the tender shall be opened on a
	(price bid)	subsequent date after scrutiny of documents submitted
	· ·	for the technical bid and it would be intimated to
		qualified bidders.
xxiii)	Transaction fee	Payment of Transaction fee as mentioned in the MSTC
'	(non-refundable)	portal (inclusive of GST % as mentioned) through
	()	MSTC payment gateway /NEFT/RTGS in favour of
		MSTC LIMITED.

### खंड I / Section I निविदा का प्रपत्र / Form of Tender

(ई-निविदा पोर्टल में विधिवत भरकर अपलोड किया जाए (To be duly filled and uploaded in the e-Tendering Portal)

> Place: Date:

श्रीमती उमा शंकर / Smt. Uma Sankar तमिलनाडु और पुडुचेरी के क्षेत्रीय निदेशक / Regional Director for Tamil Nadu & Puducherry भारतीय रिजर्व बैंक / Reserve Bank of India संपदा विभाग / Estate Department फोर्ट ग्लेशिस, राजाजी सलाई / Fort Glacis, Rajaji Salai चेत्रई / Chennai -600001.

महोदय / Dear Sir.

मैंने/हमने ई-निविदा आमंत्रण सूचना, विभिन्न अनुसूचियों ए, बी, सी, डी, ई, एफ, जी, एच, लागू विनिर्देशों, ड्राइंग, डिजाइन, बोली लगाने वालों के लिए सामान्य नियम और निर्देश, अनुबंध की सामान्य शर्तों को पढ़ और जांच लिया है। और खंड, अनुबंध की विशेष शर्तें, मात्रा और अन्य दस्तावेजों की अनुसूची और अनुबंध की शर्तों के संदर्भ में नियम और निविदा दस्तावेज में अन्य सभी सामग्री इसके बाद निर्धारित ज्ञापन में निर्दिष्ट कार्य के लिए और कार्यों की साइट की जांच करने और होने के बाद निविदा को प्रभावित करने के रूप में उससे संबंधित आवश्यक जानकारी प्राप्त की।

I/We have read and examined the Notice Inviting e-tender, various schedules A, B, C, D, E, F, G, H, specifications applicable, drawings, designs, General rules and instructions to bidders, General conditions of contract and clauses, Special conditions of contract, Schedule of quantities & other documents and rules referred to the conditions of contract and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender.

मैं/हम उक्त ज्ञापन में निर्दिष्ट कार्यों को उक्त ज्ञापन में निर्दिष्ट समय के भीतर मात्राओं की संलग्न अनुसूची में उल्लिखित दरों पर और निर्दिष्ट विनिर्देशों, डिजाइन, ड्राइंग और लिखित निर्देशों के अनुसार सभी प्रकार से निष्पादित करने की पेशकश करता हूं/करते हैं। अनुबंध की शर्तों में, समझौते के लेख, विशेष निर्देश, मात्रा की अनुसूची और अनुबंध की विशेष शर्तें और ऐसी सामग्री के साथ, जो अन्य सभी मामलों में ऐसी शर्तों के अनुसार प्रदान की जाती हैं, जहां तक वे लागू हो सकती हैं

I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Conditions of Contract, the Articles of Agreement, Special Instructions, Schedule of Quantities and Special Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

#### ज्ञापन / Memorandum

(a)	Name of the work	:	Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai
(b)	Estimated cost ( ₹ )	:	As specified in Schedule 'E' of the Tender
(c)	Earnest Money (₹.)	:	As specified in Schedule 'E' of the Tender
(d)	Performance Guarantee	:	Bank Guarantee from any Scheduled Bank for
			an amount equal to 5% of the Contract Amount
			as specified in Schedule 'F' of Tender
(e)	Recovery of Security deposit	:	As specified in Schedule 'F' of the Tender
(f)	Time allowed for completion of	:	As specified in Schedule 'E' of the Tender
	the work		

- 2. I/We agree to keep the tender open for the validity period specified in Schedule 'E' of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.
- 3. A sum of ₹1,40,000/- (Rupees One Lakh Forty Thousand only) is hereby forwarded/uploaded in the form as specified in Schedule 'E' of the tender document as Earnest Money. If I/We, fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.
- 4. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.
- 5. I/We undertake and confirm that eligible/ qualifying similar work(s) (specified in Pre-Qualification criteria) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
- 6. I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

-		t annexed hereto so far as they may be applicable Reserve Bank of India the amount mentioned in
the said co		e Neserve Dank of India the amount mentioned in
	· Bankers are (Name and full add	roce)
o. Oui	Darkers are (Name and Idii add	1633)
(i)		
(')		
(ii)		
The name	s of partners of our firm are:	
(i)		
(ii)		
NI	Character of the Constant of	d to store
iname of	f the partner of the firm authorized	d to sign
OR		
_	f person having power of Attorney	y to sign
	tract (certified true copy of the F	-
Attorney	should be uploaded)	
Yours faith	nfully,	
Signature	/ Digital signature of bidder	
_	and addresses of witnesses	
J		
	Signature	Address
(1)		
(i)		
(ii)		
(")		
	•	

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and

7.

### <u>खंड II / Section II</u>

### काम की गुंजाइश / SCOPE OF WORK

#### 1.1 Description of Work:

The works consists of "Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai"

**1.2** The scope of proposed construction work shall be as per the layout plans & drawing, schedule of quantities & specifications given in this tender document. Some of the major items of works covered are listed below (in brief):

#### A) Civil works

- (i) Dismantling of existing bituminous road, paver, stacking of serviceable material and disposal of debris (in compliance to relevant rules/provisions of local controlling statutory authorities).
- (ii) Preparing by way of consolidation with water (due to shortage of water at site contractor shall arrange for water for consolidation and other purposes), rolling with static / vibrator road roller of 8 to 10 tonne on the existing road surface.
- (iii) Laying of GSB base to an average thickness of 200mm, Laying PCC under road (M-15 grade) for a thickness of 100mm and Laying of RCC (M-30 grade and with 8mm tor steel as reinforcement) for a thickness of 150mm with required slopes / gradient and levels as mentioned in the drawing.
- (iv) Providing and laying of Paver block as per the specifications / drawing.

The contractor shall **maintain a total station** for the entire duration of the work or as and when required for checking the levels, to take accurately the levels of the excavation / road etc., with the approval of Engineer-in-Charge.

- 1.3 It is not the intent to specify completely herein all details of design and construction of the works covered under this enquiry. Scope of work may also include such other related works as indicated in the drawings and /or schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job, as directed by the Engineer-in-Charge and as directed hereunder. All works shall confirm in all respects to high standards of engineering, design (if any) and workmanship and shall, fulfill the anticipated performance during the CONTRACTOR's guarantee period in a manner acceptable to the Engineer-in-Charge who shall have the power to reject any works or materials which in his judgment are not in full accordance with the specification requirements as directed hereunder.
- **1.4** Various works covered in this specification shall include furnishing of all materials, labour, tools plants and equipment, transportation, fabrication, supervision and construction as mentioned herein and as directed by the Engineer-in-Charge.

I/We hereby declare that I/we have read and understood the above information.

Place Date

Signature / Digital Signature of bidder

## खंड III / Section III

## ई-निविदा के लिए बोलीदाताओं के लिए सामान्य नियम और निर्देश (पूर्व योग्यता मानदंड सहित)/ General Rules and Instructions to the Bidders for e-tender (including prequalification criteria)

1. The Bidder who fulfils the following minimum **pre-qualification criteria** shall be eligible to participate in tendering process.

#### **PRE-QUALIFICATION CRITERIA**

Α	Composition of the	Details of Registration of the	Bidder should fill up information in
	firm/organization	firm /organisation-whether	Format 1 and Format 1A annexed
		Sole Proprietorship/	hereto and submit along with the
		Partnership firm /Private	following supporting documents.
		Limited/ Limited or Co-	(i)Copy of registration certificate.
		operative Body etc Name of	(ii)Copy of the Articles of Association/
		Registering Authority, Date,	Power of Attorney/ other relevant
		and Registration number, etc.	document
		The Bidder should have valid	(iii)copy of PAN, TIN, Goods and
		Goods and Service Tax	Service Tax (GST) registration
		registration	certificate
			(iv) Details of registration of labour
			along with EPF and ESI documents if
			any.
В	Duration of past	The bidder should have	i) Bidder should fill up the information
	Experience	minimum 5 years of	in <u>Format 2</u> annexed hereto
		experience of executing similar work/s*. Bidder shall	indicating client-wise names of
		submit the documentary	similar work(s)*, awarded and actual
		evidence in support of	cost(s), completion date stipulated in
		minimum experience of 5	contract and actual dated of
		years (i.e., the bidder should	completion date, etc. and should
		have undertaken similar	submit along with the documentary
		work/s* prior to June 01, 2018.	evidence as proof of minimum 5
		2016.	years of experience of completed
			similar work/s * viz. copies of detailed
			work order/s for qualifying works
			indicating date of award, contract
			amount, time given for completing the
			work, etc. and the corresponding
			completion certificate(s) indicating
			actual date of completion and actual
			value of executed similar work/s
			issued by the client(s) for works
			executed for government /public
			sector companies and copies of work
			order, work completion certificate
			along with Tax Deducted at Source

(TDS) certificate(s) issued by the client(s) for works executed for private companies. ii) Bidder should also fill up the information about similar work/s\* onhand in the Format 2A annexed hereto and should submit along with supporting documents.viz. Copies of work order/s with details of items of work, issued by the client(s) for the work/s in progress. (iii)The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be given. С Bidder should fill up the information Minimum value of The bidder should have each completed experience of satisfactorily in Format 3 annexed hereto and completed similar work/s similar work/s\* submit along with the following during last 5 years ending on (qualifying) documents having as proof of May 31, 2023 should be either successfully completed similar of the following: work/s\*. i) Three completed similar (i)Copies of detailed work order/s works\* each costing not less for qualifying works indicating date of than the amount equal to ₹28 lakh award, contract amount, time given or for completing the work, etc. and the corresponding completion completed similar ii)Two certificate(s) indicating actual date works\* each costing not less of completion and actual value of than the amount equal to ₹35 executed similar work/s issued by the Lakh client(s) for works executed for /public sector government iii) One completed similar companies and copies of work order, work\* each costing not less work completion certificate along than the amount equal to ₹56 with Tax Deducted at Source (TDS) Lakh. **certificate(s)** issued by the client(s) for works executed for private companies. (ii) Client certificate/s for each of the qualifying work as per the **Format 3A** annexed hereto.

D	Annual financial turnover	Bidder should have had an annual financial turnover of amount equal to ₹70 Lakh (Rupees Seventy lakh only) or more per year during the last 3 financial years, ending March 31, 2023.	Bidder should fill up the information in Format 4 annexed hereto and submit along with the following documents  (i) Copies Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred in the Format 4.  (ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof creditworthiness.
E	Solvency and Banker's Certificate	Should furnish solvency certificate issued by the bidder's Banker specifically for the purpose of work for an amount equal to ₹70 Lakh.	(i) Bidder should also submit Banker's Solvency certificate as per Format 5 annexed hereto from their Banker.  (ii) Names and addresses of Bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e., the persons who can be contacted at the office of their Bankers by the Bank, in case it is so needed) should be furnished in Format 5A.
F	Authorized signatory		Authorization letter from the firm authorizing the concerned officer / individual to sign & participate in the tender, as per <b>Annex 5</b> .

## Note:

(i) \*Similar work shall mean "Construction of Cement concrete road work / Building construction works".

- (ii) Components of work executed other than those included in definition of similar work (mentioned above) shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.
- (iii) In respect similar work completion certificate(s), client certificate(s) issued by the private companies shall also accompany copy of Tax Deducted at Source (TDS) certificates. Bids received without the specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.
- (iv) Regarding client's certificate for qualifying similar completed works carried out for Government/public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For qualifying similar completed works carried out for private companies, shall accompany Tax Deducted at Source (TDS) certificates has to be submitted for proving the credentials/contract amount.
- (v) Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.
- (vi) It is clarified that the work executed by the applicant for their in-house or capital use will not be considered for the purpose of work experience of completion of similar works.
- (vii) If the space in the format is insufficient for furnishing full details, the same information may be furnished on a separate sheet of paper strictly as per the format prescribed by the Bank duly signed with seal, scanned and uploaded along with supporting documents.
- (viii) Even, if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/query are not applicable in case of the bidder, it should be stated as 'Not applicable' Tender document shall contain all the enclosures mentioned and copies shall be self-attested.
- (ix) The bid submitted by a bidder who is found to be not satisfying the above prequalification criteria will be disqualified. Bids containing false and /or incomplete information are liable for rejection.

#### 2 Bids in Two bid system

The tender in two parts (**Part I** comprising of duly filled tender part I, complete prequalifications criteria, EMD, technical bid/details, literature etc. and **Part II** comprising of duly filled-in tender part II) online should be submitted online as e-Tender using digital signature not later than the date and time of submission of tender/bid online (as specified in schedule 'E'). Tender inviting authority and Name of work, office is specified in **schedule** 'E'. No tender will be accepted after the specified date and time for submission of tender under any circumstances whatsoever.

Bids shall be submitted online only and those received in physical form, by telegram or telex and those received late will not be entertained

3. The intending bidders are advised to follow the **important instructions of e-Tender** specified in **Schedule 'H'** and must have valid class III digital signature to submit the bid.

#### 4 Documents Comprising Tender/ Bid e-tender mode

#### Part I: (Techno-Commercial Bid) e-tender mode

- i) Form of Tender/Bid
- ii) e-tender transaction fee shall be paid as specified in schedule 'E'
- iii) Earnest Money Deposit (EMD)/Bid Security in approved format as specified in schedule E.
- iv) Power of Attorney (as per proforma annexed hereto) in favour of person signing the Bid
- v) Duly filled-in, digitally signed and uploaded tender document consisting of:
  - a) Entire Tender Document Section I to Section IX
  - b) All formats towards prequalification/eligibility criteria, etc. annexed hereto duly filled-in along with relevant supporting documents

#### Part II: (Price Bid)

Schedule of Quantities, duly filled-in online (e-tender).

#### 5 Clarifications and pre-bid meeting

If the bidder shall have any doubt as to the meaning of any portion general rules and instructions to bidders, general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, specified in Schedule 'E' in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a **Pre-bid meeting** shall be arranged on **the date**, **time and venue specified in Schedule 'E'**. The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by **5:00 PM** on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting

	but before the scheduled date of submission of the tenders. All the bidders are advised to		
	attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.		
6	Amendment to Tender document		
	i) At any time prior to the deadline for the submission of tender/bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment and will be uploaded on RBI website/ portal specified in notice inviting tender.		
	<ul> <li>ii) The said amendment in the form of the addendum/ corrigendum will be made available on website of RBI/ portal specified in notice inviting tender to all the prospective bidders online and this communication will be in writing and same shall be binding on the bidders. The addendum (s), if any, issued will form part of the contract document.</li> <li>iii) In order to afford prospective Bidders reasonable time for preparing their Bids after</li> </ul>		
	taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.		
7	Item Rate Tender		
	The Bidder should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work, but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. Rates quoted shall remain firm for a variation of plus (+) or minus (-) 25% of the specified quantities of each item in the Schedule of Quantity.		
8	Preparation of bid and Cost of bidding		
	<ul> <li>i) The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.</li> <li>ii) The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own</li> </ul>		
	investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.		
9	Format to be used		
	The bidder must fill up and submit only the tender forms/formats issued (online tender mode) by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.		
10	Filling of Rates		

	i)	Rates should be quoted online for each item of work in prescribed column(s) meant for quoting rate in the Schedule of Quantity. Rates quoted shall be without GST. GST will be automatically calculated by the system.	
	ii)	In the event, no rate has been quoted for any item(s), leaving space both in figure(s), the tender shall be considered incomplete and shall not be considered.	
		No advice of any change in rate or conditions after the opening of the tender will	
11	Earne	est Money Deposit (EMD)/ Bid security	
	i)	The bidders are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount and in the manner as specified in Schedule 'E'/ 'H'.	
	ii)	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest.	
	iii)	The Earnest Money Deposit paid by the successful bidder will be released after award of work on submission of Performance Bank Guarantee. No interest shall be paid on the said deposit.	
12	Signi	ng of Bid, Power of Attorney	
	i)	Each of the tender documents should be digitally signed as per instruction of e-tender specified in <b>Schedule 'H'</b> hereto by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Rules and Instructions to bidders including prequalification criteria, General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.	
	ii)	The tender submitted online on behalf of a firm must be digitally signed as per instructions of e-tender specified in <b>Schedule 'H'</b> , it must be digitally signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be uploaded along with the tender, or it must be digitally signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise, the tender may be rejected by RBI.	
	iii)	Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favor of the person digitally signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto.	
13		ication / substitution / Withdrawal of Bids	
	i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.	
	ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids in terms of instructions at Schedule 'H'. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.	
	iii)	Withdrawal of tender is as per the online e-tender under instructions at Schedule 'H'.	

#### 14 Bid Due Date Bids should be submitted online as specified in instructions to e-Tender on or before the stipulated time and date as specified in Schedule 'E'. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date. Late bids 15 No bid will be received after the due date/last date and time specified for submission of bids in schedule 'E' or after the extended Bid due date. If any. 16 **Opening of Bids** Duly filled tender Part I, accompanied by EMD, prequalification criteria, technical details, literature etc., called Part I of the tender, will be opened on e-Tender mode on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E' or his authorized representative in the presence of authorized representatives of the bidders who choose to be present. Duly filled-in online tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents and prequalification criteria, only will be opened on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E' in presence of the authorized representatives of the qualified bidders. 17 **Bid Validity** Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule 'E' from the date of opening of the Part-I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period. 18 **Clarification & Evaluation of Bids** RBI would subsequently examine and evaluate bids as below: Only those tenders, which meet the minimum pregualification criteria set out in this tender, shall be processed further. After verification of the correctness/legality and adequacy of the information and supporting documents furnished and considering firms financial standing, business integrity, record of timely completion of works, quality of work executed, etc. and Price Bids of only those Bidders who are technically qualified as per part I of tender shall be opened. The price bids of unqualified bidders will not be opened. ii) iii) Rates quoted for each item shall be considered during verification/ scrutiny. iv) Deleted Deleted v) vi) To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses. In the case of any tender where unit rate of any item/items appears unrealistic, such vii) tender will be considered as unbalanced and in case the tenderer is unable to provide

		satisfactory explanation, such a tender is liable to be disqualified and rejected.				
	viii)	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.				
	ix)	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.				
19	Acce	ptance of Tender and Award of Work				
	bidde issue with t India	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently.				
20		ormance Bank Guarantee				
	guara Sche	The Contractor whose tender is accepted, will be required to furnish performance Bank guarantee of 5% (Five Percent) of the contract amount within the period specified in <b>Schedule</b> 'F'. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.				
21	Rete	ntion Money/ Security Deposit				
	i)	In addition to the Performance Bank Guarantee under para 20 above, as further security for the due fulfillment of the contract by the Contractor, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money. This total amount (Performance Bank Guarantee + Retention Money) will be termed as Security Deposit. Earnest Money Deposit (EMD) will be released after award of work and on submission of Performance Bank Guarantee (PBG). RBI will release the Performance Bank Guarantee after completion of work and the remaining Security Deposit after				
		rectification of the defects pointed out during the <b>Defects Liability Period</b> . The amounts retained by the RBI shall not bear any interest.				
	ii)	rectification of the defects pointed out during the <b>Defects Liability Period</b> . The amounts retained by the RBI shall not bear any interest.  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 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.				
	ii)	rectification of the defects pointed out during the <b>Defects Liability Period</b> . The amounts retained by the RBI shall not bear any interest.  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 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.  The security deposit of the successful bidder will be forfeited if he fails to comply with				
22	iii)	rectification of the defects pointed out during the <b>Defects Liability Period</b> . The amounts retained by the RBI shall not bear any interest.  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 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.  The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.				
22	iii) Taxe	rectification of the defects pointed out during the <b>Defects Liability Period</b> . The amounts retained by the RBI shall not bear any interest.  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 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.  The security deposit of the successful bidder will be forfeited if he fails to comply with				

	Time allowed for carrying out the work as mentioned in the <b>Schedule 'E'</b> shall be strictly
	observed by the Contractor and it shall be reckoned from the 10 <sup>th</sup> day from the date of the
	written work order.
24	Work Programme
	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The bidder shall, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Engineer-In-Charge.
25	RBI\Employer's right to accept or reject any or all the bids
	Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders. The RBI/Employer shall not assign any reason for rejection of any or all

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

Place Date Signature / Digital signature of bidder

## <u>खंड IV / Section IV</u>

## अनुबंध की सामान्य शर्तें / General Conditions of the Contract

Definitions	1.	acception and the behalf referred Conditions specifications and second s	Contract means all the documents forming the tender and otance thereof together with any correspondence leading thereto he formal agreement executed between the competent authority on f of the Employer and the Contractor, together with the documents ed to therein including the General Conditions, Special itions, General rules and instructions to bidders, the Technical fications, designs, drawings, correspondences exchanged and ctions issued from time to time by the Engineer-in- Charge. All documents taken together, shall be deemed to form one contract hall be complementary to one another.
	2.	other	e contract, the following expressions shall, unless the context wise requires, have the meanings, hereby respectively assigned
		to the	
		i)	The expression works or work or Project shall, unless there be
			something either in the subject or context repugnant to such renovation /construction be construed and taken to mean the
			works by or by virtue of the contract contracted to be executed
			, ,
			whether temporary or permanent, and whether original, altered,
			substituted or additional, as defined in Schedule 'F'
		ii)	The <b>Site</b> shall mean the land/or other places on, into or through
			which work is to be executed under the contract including any
			building and erections thereon or any adjacent land, path or street
			through which work is to be executed under the contract or any
			adjacent land, path or street which may be allotted or used for the
			purpose of carrying out the contract, as defined in Schedule 'F'.
		iii)	Employer shall mean The Reserve Bank of India (as mentioned
			in schedule 'F') and shall include its assignees and successors
		iv)	RBI shall mean Reserve Bank of India, having its Central Office
			at Shahid Bhagat Singh Road, Mumbai – 400001 and having its
			Regional Offices at various places.
		v)	Tender document shall mean document named as such issued/
			uploaded by the Employer to the bidders for inviting Bids for the
		<u> </u>	Project / work.
		vi)	Day shall mean Calendar day
		vii)	Working day shall mean The days when Employer's office is
			working i.e. Days excluding Public holidays, Saturdays and
			Sundays
		viii)	Month shall mean the calendar month.
		ix)	Year shall mean Calendar Year
		x)	Bidder (s) shall mean all parties participating in the bidding
		,	process pursuant to and in accordance with the terms of the
			Tender document.

xi)	The Contractor shall mean the individual, firm or company,
	whether incorporated or not, undertaking the works and shall
	include the legal personal representative of such individual or the
	persons composing such firm or company, or the successors of
	such firm or company and the permitted assignees of such
	individual, firm or company.
xii)	<b>Sub-Contractor</b> means the person or persons, firm or company
	engaged by the Contractor for executing any part or to whom any
	part thereof has been sub-let with the consent in writing of the
	Employer
xiii)	The Engineer-in-charge means the Engineer Officer employed
	and paid by the Employer and acting under the orders of the
	Employer who shall supervise and be in-charge of the work.
xiv)	• • • • • • • • • • • • • • • • • • • •
	(GM(Tech)/ Manager (Tech)/JE(Tech-Civil)) means the Engineer
	officers employed and paid by the Employer and acting under the
	orders of the Employer who shall supervise day to day execution
	of work under the direction and guidance of Engineer-in-Charge.
201	Contract Price or Contract Amount shall mean the total amount
xv)	as calculated from quoted unit rates by the successful bidder and
	·
	quantities mentioned in the Schedule of quantities (Price Bid) and
	as accepted by the Employer and indicated in the letter of award
	of work.
xvi)	·
	document for execution of the contract/ completion of the work,
	including any authorized extended period by the Employer
xvii	
	between the Contractor and the Employer for the execution of
	the Project.
xvii	,
	typed or printed characters sent (unless delivered personally or
	otherwise proved to have been received) by registered post to the
	last known private or business address or registered office of the
	addressee and shall be deemed to have been received when in
	the ordinary course of post, it would have been delivered and/or
	sent. The communication delivered by any accepted electronic
	means shall also be deemed to be a written notice.
xix)	Act of Insolvency shall mean any act of insolvency as defined
	by the Presidency Towns Insolvency Act, or the Provincial
	Insolvency Act or any Act amending such original.
xx)	Manufacturer refers to a person or firm who is the producer and
	furnisher of the material or designer and fabricator of equipment
xxi)	
	include the land and other places which are used by the
	CONTRACTOR/FABRICATOR or SUB- CONTRACTOR/SUB-
	FABRICATOR for the manufacture of "Equipment" or performing
	the "Works".
	THE WORKS.

		xxii)	Market Rate shall be the rate as decided by the Engineer-in-
		^^!!	Charge on the basis of the cost of materials and labour at the site
			where the work is to be executed plus the percentage mentioned
		,	in Schedule 'F' to cover all overheads and profits.
		xxiii)	Net Rate/Price - If in arriving at the contract amount the
			Contractor shall have added to or deducted from the total of the
			items in the Tender any sum, either as a percentage or otherwise,
			then the <b>net price</b> of any item in tender shall be the sum arrived
			at by adding or deducting from the actual figure appearing in the
			Tender as the price of that item a similar percentage or
			determining the percentage or proportion of the sum so added or
			deducted by the contractor the total amount of any Prime Cost
			items and provisional sums of money shall be deducted from the
			total amount of the tender. The expression "net rates" or "net
			prices" when used with reference to the contract or accounts
			shall be held to mean rates or prices so arrived at.
Scope and	3.	Wher	e the context so requires, words imparting the singular only also
performance			e the plural and vice versa. Any reference to masculine gender shall
p - · · · · · · · · · · · · · ·			ever required include feminine gender and vice versa.
	4.		ngs and Marginal notes to these General Conditions of Contract shall
	٠.		deemed to form part thereof or be taken into consideration in the
			retation or construction thereof or of the contract.
	5.		
	5.		ontractor shall be furnished, free of cost one certified copy of the
			act documents except Indian standard specifications and such other
		-	d and published documents, together with all drawings as may be
			ng part of the tender papers. None of these documents shall be used
			y purpose other than that of this contract.
Works to be	6.		ork to be carried out under the Contract shall, except as otherwise
carried out		•	led in these conditions, include all labour, materials, tools, plants,
		equip	ment and transport which may be required in preparation of and for
		and in	n the full and entire execution and completion of the works. The
		Contr	actor shall provide at his cost everything necessary for the proper
		execu	tion of the works according to the intent and meaning of the
		drawi	ngs, Schedule of Quantities and Specifications taken together,
		wheth	er the same may or may not be particularly shown or described
		therei	n provided that the same can reasonably be inferred there from
		and if	the Contractor finds any discrepancy in the drawings or amongst
		the d	rawings, Schedule of Quantities and Specifications, he shall
		imme	diately and in writing refer same to the Engineer-in-Charge who
			decide which is to be followed. The descriptions given in the
			dule of Quantities shall, unless otherwise stated, be held to include
			ge on materials, carriage and cartage, carrying and return of
			es, hoisting, setting, fitting and fixing in position and all other labour
		-	sary in and for the full and entire execution and completion of the
			as aforesaid in accordance with good practice and recognized
		princi	· ·
		Pilion	5.55

		The Contractor shall carry out and complete the said work in every
		respect in accordance with this Contract and with the directions of and
		to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge
		may in his absolute discretion and from time to time issue further
		•
		,
		explanations which are hereafter collectively referred to as "Employer's
		Instructions" in regard to :
		a) The variation or modification of the design, quality or quantity of
		works or the addition or omission or substitution of any work.
		b) Any discrepancy in the drawings or amongst the Schedule of
		Quantities and/or drawings and/or specification.
		c) The removal from the site of any material brought thereon by the
		Contractor not fulfilling the tender specifications and the
		substitution of any other material therefor.
		d) The removal and/or re-execution of any material/works executed
		by the Contractor but not fulfilling the tender specifications.
		e) The dismissal from the works of any persons employed by the
		contractor thereupon.
		f) The opening up for inspection of any work covered up.
		g) The amending and making good of any defects noticed and
		reported during Defect Liability Period.
		The Contractor shall forthwith comply with and duly execute any work
		comprised in such Employer's instructions provided always that verbal
		instructions, directions and explanations given to the Contractor or his
		representatives upon the works by the Engineer-in-Charge shall, if
		involving a variation, be confirmed in writing by the Contractor within
		seven days, and if the same is not approved/ disapproved by the
		Engineer-in-charge in writing within a further period of seven days, such
		shall be deemed to be Employer's Instructions within the scope of the
		Contract.
Sufficiency of	7.	The Contractor shall be deemed to have satisfied himself before tendering as
Tender		to the correctness and sufficiency of his tender for the works and of the
		rates and prices quoted in the Schedule of Quantities, which rates and
		prices shall, except as otherwise provided, cover all his obligations
		under the Contract and all matters and things necessary for the proper
		completion and maintenance of the works.
Discrepancies	8.	The several documents forming the Contract are to be taken as mutually
and		explanatory of one another, detailed drawings being followed in
Adjustment of		preference to small scale drawing and figured dimensions in preference
Errors (order of		to scale and special conditions in preference to General Conditions.
preference)	8.1	In the case of discrepancy between the schedule of Quantities, the
proforonce	0.1	Specifications and/ or the Drawings, the following order of preference
		shall be observed:-
		i) Description of Schedule of Quantities.
		ii) Particular Specification and Special Condition, if any.
		iii) Drawings.
		iv) General Specifications.

	1	
		v) Indian Standard Specifications of B.I.S
	8.2	If there are varying or conflicting provisions made in any one document
		forming part of the contract, the Competent Authority as defined in the
		schedule 'F' shall be the deciding authority with regard to the intention of
		the document and his decision shall be final and binding on the contractor.
	8.3	If there is a discrepancy between actual scaled drawing and written
		dimension (or description) on a drawing, the latter shall be followed.
	8.4	The Schedule of Quantities, unless otherwise stated shall be deemed to
		have been prepared in accordance with standard method of
		measurement. Any error in description or in quantity in Schedule of
		Quantities or any omission of items therefrom shall not vitiate the Contract
		but shall be rectified and the value thereof, as ascertained under clause 12
		hereof shall be added to, or deducted from the Contract amount (as the case
		may be) provided that no rectification or errors, if any, shall be allowed in the
		contractor's Schedule of rates. The above discrepancies in Schedule of
		Quantities shall not release the Contractor from the execution of the whole
		or any part of the works comprised therein according to drawings and
		specifications or from any of his obligations under the contract.
Signing of	9.	The successful tenderer/contractor, on acceptance of his tender by the
Contract		Employer, shall, within 14 days from the stipulated date of start of the
		work, sign the contract consisting of:-
		i) Articles of agreement on non-judicial stamp paper/s of
		appropriate values (The cost of the stamp paper/s shall be borne
		by the contractor. One Certified copy of the agreement will be
		handed over to the contractor by the Employer)
		ii) the notice inviting tender, all the documents including drawings,
		if any, forming the tender as issued at the time of invitation of
		tender and acceptance thereof together with any correspondence
		leading thereto.
		No payment for the work done will be made unless contract is signed by
		the contractor.

## अनुबंध के खंड / CLAUSES OF CONTRACT

	CLAUSE 1			
Performance Guarantee	i)	The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Contract amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than ₹1,00,000/-) or Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto.		
	ii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 30 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Engineer-incharge, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit and the same shall be returned year wise proportionately as specifically provided in Special conditions of Contract.		
	iii)	The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:		
		a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.		
		b) Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.		
	iv)	In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.		
	CLAU	SE 1 A		

Recovery of Security Deposit	i)	The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period.
	ii)	All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
	iii)	The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank guarantee is equal to security deposit amount which shall be initially valid till end of defect liability period (DLP) + 60 days and shall not be less than ₹5 lakh. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.
	iv)	In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit and the same shall be returned year wise proportionately as specifically provided in Special conditions of Contract.
	CLAL	SE 2
Compensation for Delay		If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates—stipulated below as per the authority specified in <b>schedule 'F</b> ' (whose decision in writing shall be final and binding) may decide on the amount of contract price of the work for every completed—day (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

		This will also apply to items or group of items for which a separate period of completion has been specified
	i)	Compensation at the rate as specified in schedule 'F' per week of delay for delay of work to be computed on per day basis, Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work or of the Contract price of the item or group of items of work for which a separate period of completion is originally given.
	ii)	The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer. In case, the contractor does not achieve a particular milestone mentioned in <b>Schedule</b> 'F', or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
	CLAL	JSE 3
When Contract can be Determined		Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
	i)	If the contractor has abandoned the contract
	ii)	If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-charge that the same were condemned and rejected by him under these conditions.
	iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-in-charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding)

	he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
vi)	If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer
vii)	If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
viii)	If the contractor had secured the contract with Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
ix)	If the contractor being an individual, or if a firm, any partner thereof commits an "Act of Insolvency" or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Engineer-incharge that he is able to carry out and fulfill the contract and to give security therefor, if so required by the Engineer-in-charge.
x)	If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding

	offici up, a cred the c	nade against it or shall subject to the supervision of court and the all Assignee or the liquidator in such acts of insolvency or winding as the case may be, or if a receiver or a manager on behalf of a stor shall be appointed or if circumstances shall arise which entitle court or the creditor to appoint a receiver or a manager or which e the court to make a winding up order.
x	attac char	e contractor shall suffer any payment under this contract to be shed by or on behalf of any of the creditors or the contractor or shall ge or encumber this contract or any payments due or which may sme due to the contractor hereunder
X	·	contractor shall suffer an execution being levied on his goods and it to be continued for a period of 21 days.
x	a pie the v atten or ar	e contractor assigns, transfers, sublets (engagement of labour on ece-work basis or of labour with materials not to be incorporated in work, shall not be deemed to be subletting) or otherwise parts with or not pets to assign, transfer, sublet or otherwise parts with the entire works by portion thereof without the prior written approval of the Engineer narge.
	case	n the contractor has made himself liable for action under any of the s aforesaid, the Engineer-in-Charge on behalf of the Employer shall powers:
	a)	To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
	b)	After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-charge 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 work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or

persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Engineer-in-charge shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Engineer-in-charge shall be final and conclusive between the parties. The contractor, whose determined as above, shall not be allowed to contract is participate in the tendering process for the balance work, if resorted to by the Employer.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### CLAUSE 3A

- a) In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract.
- b) If the payment of the amount payable by the Employer under Certificate of the Engineer-in-charge 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 Contract, or if the works be stopped for three months under the order of the Engineer-in-charge or the Employer or by any injunction or other order of any court of Law, then and in any

	с)	of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Engineer-in-charge and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause hereof.  In case contractor wants to close the contract, he shall give notice to the Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:	
	i)	If the Contract price of work is up to Rs. 50 lakh: 15 days.	
	ii)	If the Contract price of work exceeds Rs. 50 lakh: 30 days.	
	d)	If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of Contract price subject to maximum limit of Rs. 10 lakh.	
	CLAU	JSE 3B	
Termination of Contract in case of death of Contractor	contractor, being an individual, dies, the Employer shall have the option of		
	CLAUSE 4		
Contractor liable to pay Compensation even if action not taken under Clause 3		In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market	

		rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
	CLAU	ISE 5
Time and Extension for Delay		The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.
	5.1	As soon as possible after the award of work but in any case, before 14 days from the date of award of work, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (same for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.
		PROGRAMME CHART
	i)	The Contractor shall prepare a detailed work programme for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within fourteen days of award of the contract. A recovery of Rs. 500/- shall be made on per day basis in case of delay in submission of the above programme subject to a maximum of 0.5% of the contract amount.
	ii)	The programme should include the following:

		a)	Descriptive note explaining sequence of the various activities.				
		b)	Network (PERT / CPM / BAR CHART).				
		c)	Programme for procurement of materials by the contractor.				
		d)	Programme for deployment of man power by the contractor.				
	iii)	If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, on his instructions, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer-in-Charge.					
	iv)	progr of th preju	The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.				
	v)	The contractor shall submit the progress report for works costing up to Rs 2 Crores with reference to base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month.					
	5.2)	If the work(s) be delayed by:-					
	i)	force majeure, or					
	ii)	abnormally bad weather, or					
	iii)	serio	us loss or damage by fire, or				
	iv)	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or					
	v)	delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or					
	vi)	non-a	availability of stores, which are the responsibility of Employer to ly or				
	vii)	non-availability or break down of tools and Plant to be supplied or supplied by Employer or					
	viii)	_	other cause which, in the absolute discretion of the Engineer-inge is beyond the Contractor's control.				
		shall	upon the happening of any such event causing delay, the Contractor immediately give notice thereof in writing to the authority as indicated nedule 'F' but shall nevertheless use constantly his best endeavours				

		to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.	
	5.3)	Request for rescheduling of Milestones and extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.	
	5.4)	In such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Schedule 'F' and this shall be binding on the contractor. After giving a fair and reasonable extension of time, the authority shall advise the contractor to reschedule the milestones and submit for approval.	
	CLAUSE 6		
Measurement s of Work Done	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.	
	ii)	All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.	
	iii)	All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.	
	iv)	If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign	

		or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.
	v)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
	vi)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such standard is available, then a mutually agreed method shall be followed.
	vii)	The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	∨iii)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

	CLAUSE 6A			
Computerized Measurement Book	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.		
	ii)	All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the proforma of Measurement Book <b>annexed hereto</b> , so that a complete record is obtained of all the items of works performed under the contract.		
	iii)	All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge or his authorized representative the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and/or his authorized representative and the contractor or their representatives in token of their acceptance.		
	iv)	Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks/test checks.		
	V)	The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Employer. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the concerned officers of the Employer.		
	vi)	The contractor shall also submit to the Employer separately his computerized Abstract of Cost as per format annexed hereto and the bill based on these measurements, duly bound, and its pages machine		

		numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
	vii)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.
	viii)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be followed.
	ix)	The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	x)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	xi)	It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from

		any over measurement or defects noticed till completion of the defects liability period.		
	CLAU	CLAUSE 7		
Payment on Interim Certificate to be Regarded as Advances	i)	No payment shall be made for work, if the estimated to cost is Rs. One Lakh or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One Lakh, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Employer as provided in the proforma annexed hereto. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the <b>amount specified in Schedule 'F'</b> , in which case the interim bill shall be prepared only after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in- Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.		
		The Contractor shall be paid by the Employer from time to time, by installments under Interim Certificates to be issued by the Engineer-in-Charge to the Contractor on account of the works executed as aforesaid in accordance with this contract, subject, however, to a retention of the percentage of such value named in the schedule 'F' as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the schedule 'F' as "Total Retention Money". The Engineer-in-charge may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Engineer-in-charge shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate, the sum of money named in the schedule as "Installment after Virtual Completion" being a part of the said Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Engineer-in-Charge at the expiry of the period referred to as "the Defects Liability Period" in clause 17 or as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the		

		Engineer-in-Charge of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under this contract nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Engineer-in-charge 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 Engineer-in-charge 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.
a	a)	75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Engineer-in-charge, pending test checking of work and verification of detailed arithmetical accuracy by Employer.
t	b)	The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
C	c)	No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Completion Certificate.
C	d)	The amount admissible shall be paid within the specified period of honouring certificates in the schedule 'F' after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the dismantled materials, if any and all required details/ documents. In case of delay in payment of Running Account bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.
ii	ii)	All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract

	iii) Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.		
Payments in composite	iv) In case of composite tenders, running payment for the major and minor components shall be made after certification of works by concerned engineers of respective discipline.		
Contracts	In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer-in-charge shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, she/he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge from the next RA/ final bill due to main contractor as the case may be.		
	CLAUSE 7A		
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 Engineer-in-Charge 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 Engineer-in-Charge. The Contractor shall be liable for any loss of, or damage to, such materials.		
	CLAUSE 8		
Completion Certificate and Completion Plans	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work if the work is found incomplete, the contractor shall be advised suitably. Further, in the completed work, if there is no defect, the Engineer-In-Charge shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the		

	building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.			
	The works shall not be considered as completed until the Engineer-in- charge has certified in writing that they have been completed. The Defects Liability Period shall commence from the date of such certificate.			
	CLAUSE 8A			
Contractor to Keep Site Clean	The splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.			
	CLAUSE 8B			
Completion Plans to be Submitted by the Contractor	The contractor shall submit completion plan (as built drawing in AUTOCAD or any such approved software and one hard copy) asapplicable to related drawings depending upon the scope of work within thirty days of the completion of the work.			
	ii) The contractor shall submit all the data and details as regards the work to enable the Employer to prepare the 'As built drawings' for layouts etc.			
	The contractor shall also submit the operation and maintenance manuals and other technical literature/ warranty certificates provided by OEMs in respect of all the electrical/ electro-mechanical and electronic equipment/ systems etc.			
	In case, the contractor fails to submit the completion plan as aforesaid, the Employer will not process its bills for payment till such time the completion plan is submitted.			
	CLAUSE 9			

Payment of Final Bill		The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge complete with account of materials wherever applicable.	
	i)	If the Contract price of work is up to Rs. 50 lakh: 2 months	
	ii)	If the Contract price of work is more than Rs.50 lakh: 3 months	
		In case of delay in payment of final bills after prescribed time limit, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor found to be in order.	
	CLAUSE 9A		
Payment of Contractor's Bills through electronic means	i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Engineer-in-Charge  (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format  (2) his own acceptance of the correctness of the amount made out as	
		being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Engineer-in-Charge of the account or claim by payment to the bank.	
		While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.	
	ii)	Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.	
	CLAU	SE 10	
Materials to be provided by the Contractor	i)	The contractor shall, at his own expense, provide all materials, required for the works.	
	ii)	The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The materials shall be selected from the list of	

shall be issued after the test results are received.
iii) The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
iv) The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops, factories or/ and other places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access for inspections and examination and test of the materials and workmanship. No person not authorized by the employer except the representatives of public authorities shall be allowed on the works at any time.
v) The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
vi) Basic price adjustment shall be done on the measured quantities for the finished items of work with specified "Basic Prices / Rates" (i.e. for items

	if Basic prices/rates are specified). In addition to the difference in the Basic Price / Rate and the actual purchase Price / Rate, Contractor's overhead and profit @ 15% on the difference shall be considered for the Basic price / Rate adjustment. While carrying out price adjustments, NO other components such as wastage, transportation, handling, insurance, labour, etc. shall be taken into account.				
Work to bo	CLAUSE 11				
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.				
	ii) In the case of any class of work for which there is no such specifications as referred above, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.				
	iii) The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.				
Action in case	CLAUSE 11 A				
Work not done as per Specifications	i) All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either				

	r	imself be present to receive orders and instructions or have a esponsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the ame force as if they had been given to the contractor himself.
	ttl w c c d iii n c n h r c c c c c	it shall appear to the Engineer-in-charge or his authorized epresentatives or to the Superior Officers of the employer or the efficers of the organization engaged by the Employer for Quality assurance or to the Chief Technical Examiner or his subordinate officers, nat any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within Defects Liability Period stated in schedule 'F' or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below) after completion of the work, from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and econstruct the work so specified in whole or in part, as the case may equire or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own harge and cost. In the event of him failing to do so within a period pecified by the Engineer-in-Charge in his demand aforesaid, then the ontractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.
	tl ro ro is tl a ro	In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item as so acceptable without detriment to the safety and utility of the item and the structure or the may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.
Deviations/	CLAUSE	E 12
Variations Extent and Pricing	o s h (i tl	The Engineer-in-Charge shall have power (i) to make alteration in, imissions from, additions to, or substitutions for the original pecifications, drawings, designs and instructions that may appear to im to be necessary or advisable during the progress of the work, and ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to arry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations,

	12.1	omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.  The Engineer-in-Charge shall be the final authority to decide whether any item of work is extra/ deviation/ substitution item.  The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract price sum being ordered, be extended, if requested by the contractor, as follows			
		i)	In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work (including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus		
		ii)	25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.		
Deviation -	12.2	A)	Items that are completely new, and are in addition to the items contained in the contract		
Extra Items and Pricing			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 Engineer-in-charge the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Engineer-in-charge shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.		
			Where extra work cannot be properly measured or valued, the Contractor 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 district, provided that in either case vouchers specifying the daily time (and if required by the Engineer-in-charge, the workman's name)		

		and materials employed be delivered for verification to the Engineer-in-charge or his representative at or before the end of the week following that in which the work has been executed.
		In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit and the Engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
Deviation - Substituted Items and	B)	Items that are taken up with partial substitution or in lieu of items of work in the contract
Pricing		In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall, wherever possible, be derived out of the rates given in priced schedule of quantities in the manner as mentioned in the following para.
		a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
		b) The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (A) thereof.
		c) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

			d)	If the market rate for the substituted determined is less than the market ragreement item (to be substituted), the rate the contractor for the substituted item shall for the agreement item (to be substituted) so to the extent of the difference between the mand of substituted item and the agreement its substituted).	ate of the payable to be the rate decreased arket rates
Deviation - Deviated Quantities and		C)	cum	ne case of contract items, substituted item substituted items which exceed the page over the tender quantity	•
Pricing			subsidowr of reconfrection of the meth "acture contration above are in quantime giving the compared marks"	e case of contract items, substituted items, contituted items, which exceed the pre-specified in in Schedule 'F', the contractor may within fift ceipt of order or occurrence of the excess, claimerates, supported by proper rate analysis and shall be followed as far as possible) work all cost basis" plus 15% towards establishment actor's overhead and profit for the work in except mentioned limits, provided that if the rates in excess of the rates specified in the stities, the Engineer-in-Charge shall within limit of receipt of the claims supported by analysis of the rates succentractor, determine the rates on the bastet rates and the contractor shall be paid in a the rates so determined.	iteen days im revision if (CPWD) ked on the nt charges, cess of the so claimed chedule of prescribed alysis, after bmitted by sis of the
			the d limits shall occu any r of the	crovisions of the preceding paragraph shall all ecrease in the rates of items for the work in existal all down in Schedule F, and the Engineer after giving notice to the contractor within one rence of the excess and after taking into correply received from him within fifteen days of enotice, revise the rates for the work in question of the expiry of the said period of fing regard to the market rates.	cess of the -in-Charge e month of nsideration the receipt
	12.3		Subs	orescribed time limits for finalizing rates for Extending titute Item(s) and Deviated Quantities of constructions under:	` ,
			i)	If the Contract price of work is up to Rs. 2 lakh:	15 days.
			ii)	If the Contract price of work exceeds Rs. 2 Lakh:	30 days.

The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorise consideration of such claims on merits.

12.5

Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

#### CLAUSE 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

i) Employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Employer shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Employer, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

	CLAU	SE 14			
Carrying out part work at risk & cost of contractor	If cont	ractor:			
	At any time makes default during currency of work or does not early part of the work with due diligence and continues to do so ever a notice in writing of 7 days in this respect from the Engineer-in-Cor				
	ii)	Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or			
	iii)	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.			
	The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to E m p I o y e r, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:				
	а)	Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or			
	b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.			
	The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. The liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the Contract price of the work.				
	of wor been of value of pla Engin agains taken expen	ermining the amount, credit shall be given to the contractor with the value k done in all respect in the same manner and at the same rate as if it had carried out by the original contractor under the terms of his contract, the of contractor's materials taken over and incorporated in the work and use nt and machinery belonging to the contractor. The certificate of the eer-in-Charge as to the value of work done shall be final and conclusive at the contractor provided always that action under this clause shall only be after giving notice in writing to the contractor. Provided also that if the ses incurred by the Employer are less than the amount payable to the actor at his agreement rates, the difference shall not be payable to the actor.			

Any excess expenditure incurred or to be incurred by Employer in completing work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials kept at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

# CLAUSE 15

a)

i)

ii)

# Suspension of Work

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- on account of any default on the part of the contractor or; b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- If the suspension is ordered for reasons (b) and (c) in sub-para (i) above: a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for

completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and:

	b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.
	If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.
Dismantled Material Employer's Property	CLAUSE 16  The contractor shall treat all materials obtained during dismantling work at site (except material mentioned in Bill of quantity under rebate item and debris) etc. as Employer's property and such materials shall be disposed off as per the specific instructions in this regard or in absence of the same to the best advantage of Employer according to the instructions in writing issued by the Engineer-in-Charge.
Contractor Liable for Damages,	CLAUSE 17  i) If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any

defects during		building, road, road kerb, fence, enclosure, water pipe, cables,
defect liability		drains, electric or telephone post or wires, trees, grass or grassland,
period		or cultivated ground contiguous to the premises on which the work or
		any part is being executed, or if any damage shall happen to the work
		while in progress, from any cause whatever or if any defect, shrinkage,
		settlement or other faults appear in the work within Defects Liability
		Period stated in schedule 'F' or, if none stated, then within twelve
		months after a certificate final or otherwise of its completion shall have
		been given by the Engineer- in-Charge as aforesaid arising out of
		defect or improper materials or workmanship, the contractor shall
		upon receipt of a notice in writing on that behalf and within such
		reasonable times as shall be specified therein, make the same good at
		his own expense or in case of default the Engineer-in-Charge may
		employ and pay other persons to amend and make good such defects,
		shrinkage, settlements or other faults and all damages, loss and
		expenses consequent thereon or incidental thereto shall be made good
		and borne by the Contractor and such damage, loss, expenses shall be
		recoverable from him by the Employer or may be deducted by the
		Employer, upon the Engineer-in-Charge's Certificate in writing, from
		any money due or may become due to the Contractor, or the Employer
		may in lieu of such amending and making good by the Contractor
		deduct from any money due to the Contractor, a sum, to be determined
		by the Engineer-in-Charge equivalent to the cost of amending such
		work and in the event of the amount retained as Security Deposit being
		insufficient, recover the balance from the Contractor, together with any
		expenses the Employer may have incurred in connection therewith.
		Should any defective work have been done or material supplied by any
		sub-contractor employed on the works who has been nominated or
		approved by the Employer, the Contractor shall be liable to make good
		in the same manner as if such work or material had been done or
		supplied by the Contractor and been subject to the provisions of this
		Clause. The Contractor shall remain liable under the provisions of this
		Clause notwithstanding the signing of any certificate or the passing of
		any accounts, by the Employer The security deposit of the contractor
		shall not be refunded before the expiry of the Defect Liability Period
		after the issue of the certificate final or otherwise, as provided
		elsewhere.
	ii)	In case of Maintenance and Operation works of E&M services, the
		security deposit deducted from contractors shall be refunded within one
		month from the date of final payment or within one month from the date
		of completion of the maintenance contract whichever is earlier.
	CLAU	SE 18
Setting out of	The C	Contractor shall set out the works and shall be responsible for the true and
works		ct setting out of the same and for the correctness of the positions, levels,
	-	•
i de la companya de	dimen	ISIONS and allumment of all parts thereof, it at any time, any error in this
		sions and alignment of all parts thereof. If at any time, any error in this ct shall appear during the progress of the works or within the Defect

	Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer-in-Charge.
	The checking of any setting-out or of any line or level by the Engineer-in-charge or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting out the works.
All relevant	CLAUSE 19
Statutory Laws to be complied by the Contractor	i) The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central) Rules, 1950.
	ii) The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
	The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.
	iv)  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 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 of the complaint.  b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.  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 Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.  d) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

	v)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
	vi)	Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
Payment o wages:	f CLAU	SE 19 A
wages.	i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
	iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	iv)	a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
		b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the

	right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.		
v)	The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.		
vi)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.		
vii)	The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.		
CLAU	SE 19 B		
perfor his ov annex	spect of all labour directly or indirectly employed in the work for the mance of the contractor's part of this contract, the contractor shall at who expense arrange for the safety provisions as per the Safety Code and shall also at his own expense provide for all facilities in ection therewith.		
CLAU	SE 19 C		
The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:			
1.	the number of laborers employed by him on the work,		
2.	their working hours,		
3.	the wages paid to them,		
4.	the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and		
contra	ecision of the Employer shall be final in deducting from any bill due to the actor, the amount levied as fine if any by relevant statutory authorities and ding on the contractor.		
CLAU	SE 19 D		
perfor with o to tim	spect of all labour directly or indirectly employed in the works for the mance of the contractor's part of this contract, the contractor shall comply r cause to be complied with all the rules framed by Government from time e for the protection of health and sanitary arrangements for workers byed by him/her		
CLAU	SE 19 E		
the sit	ingineer-in-Charge may require the contractor to dismiss or remove from the of the work any person or persons in the contractor's employment upon ork who may be incompetent or misconduct himself and the contractor shall with comply with such requirements. In respect of maintenance/repair or		

	renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the laborers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.		
	CLAU	SE 19 F	
	i)	It shall be the responsibility of the contractor to see that the site under renovation is not occupied by anybody un-authorized during renovation, and is handed over to the Engineer-in-Charge with vacant possession of the site. If such site though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said site in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.	
	ii)	However, the Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before renovation and handing over.	
Franks was and of	CLAU	SE 19 G	
Employment of skilled/semi skilled workers	i)	The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 500 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.	
	ii)	Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.	
	CLAU	SE 19 H	

Contribution of EPF and ESI	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.			
Ensuring	CLAUSE 19 I			
Payment and Amenities to Workers if Contractor fails	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, 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 Employer to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.			
Authorities and Notices	CLAUSE 20			
NOUICES	(i) The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.			
	In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.			
	(ii) The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.			
	CLAUSE 21			

# Work not to be sublet. Action in case of insolvency

The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

# Recovery of Compensation paid to Workmen

# CLAUSE 22

In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under the provisions of the said Act, 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 Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence of contesting such claim.

# Changes in firm's Constitution to be intimated

#### CLAUSE 23

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

#### Contractor to

CLAUSE 24

Supply Material, Machinery, Equipment, Tools & Plants etc.	The contractor shall arrange at his own expense all materials (including consumables such as welding rods etc.), all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, steel scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.		
	CLAUSE 25		
Settlement of Disputes & Arbitration	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:		
	i) The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.		
	ii) All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.		
	iii) But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute		

or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three person's names and forward to the contractor to select one among them as arbitrator.

The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision.

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

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator 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 is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his 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. The place of Arbitration shall be as specified in Schedule 'F'.

Contractor to indemnify Employer against Patent Rights

## CLAUSE 26

The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor

	shall not be liable to indemnify the Employer if the infringement of the pate or design or any alleged patent or design right is the direct result of an ord passed by the Engineer-in-Charge in this behalf.			
Lumpsum Provisions in Tender	CLAUSE 27			
	When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.			
Nominated Sub-	CLAUSE 28			
Contractors	(i)	All Specialists, Merchants, Tradesman 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 Specifications who may be nominated or selected by the Engineer-incharge are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.		
	(ii)	with the	ninated Sub-Contractor shall be employed on or in connection works against whom the Contractor shall make reasonable on or (save where the Employer and Contractor shall otherwise who will not enter into a Contract provided:	
		a)	That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contract as the Contractor is under in respect of this contract.	
		b)	That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.	
		c)	Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Engineer-in-charge's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Engineer-in-charge proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Engineer-in-charge and deduct the amount thereof from any sum due to the Contractor. The exercise of	

	this power shall not create brevity of contract as between Employer and Sub-Contractor.				
Withholding and lien in respect of sum due from contractor	CLAUSE 29				
	i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the RESERVE BANK OF INDIA pending finalization of adjudication of any such claim.				
	It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.				
	ii) Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by				

	him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon whatsoever.				
Lien in respect of claims in other Contracts	CLAUSE 29A				
	Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or RESERVE BANK OF INDIA elsewhere.				
	It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.				
Return of	CLAUSE 30				
Surplus materials	Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Employer by purchases made under orders or permits or licenses issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose them off without the written permission of the Employer and return it to Employer, if required by the Employer, all surplus materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by Contractor in respect thereof. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.				
Electric power supply for work	CLAUSE 31				
	Bank will make available electricity power supply required at one point free of charge. Contractor shall make their own arrangement for further extension of connection if any with safety fixtures and nothing extra will be paid for the same.				
	CLAUSE 32				

Water supply for the work	Considering the scarcity of water at the premises, the contractor shall arrange for water required for all construction purposes. The water used for concreting works, curing etc.,. shall satisfy the pH requirements as mentioned IS 456.				
Insurance in respect of damages to Persons and Property	CLAUSE 33				
	The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.				
	this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.				
	The Contractor shall also indemnity 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 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

risks and deposit such policy or policies before commencement of the works.

The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims 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 Sub-Contractor and shall at his own expense effect and maintain until the Virtual Completion of the Contract 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.

In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.

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

The Contractor shall also indemnify and keep indemnified the 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 award of damage or compensation arising therefrom.

Without prejudice to the other rights of the Employer against Contractors 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 by the Contractor under this clause.

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

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Engineer-in-charge may deem fit, but shall, however, not be entitled to reimbursement by the Employer

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

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

# Employment of Technical Staff and employees

#### CLAUSE 34

i)

Contractor's Superintendence, Supervision, Technical Staff & Employees

The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract until the expiry of the "Defects Liability Period" stated in **schedule** 'F'.

The contractor shall immediately after receiving letter of award of work before commencement of the work, intimate in writing to the name(s), qualifications, experience, age, Engineer-in-Charge, the address(s) and other particulars along with certificates, of the Project Manager, to be in charge of the work, Principal technical representative and other technical representative(s) who will be supervising the work. Minimum requirement of such Project Manager and technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Employer shall be final and binding on the contractor in this respect. Such a Project Manager, Principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any renovation work is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical

representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. Necessary site Registers viz. site instruction register /Hindrance Register/Labour Register etc. shall be strictly maintained by him on daily basis and got duly authenticated from Engineer-in-charge or his designated representative. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two consecutive days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (nonrefundable) shall be effected from the contractor as specified in **Schedule 'F'** and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Project Manager, Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two continuous days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Technical staff and employees employed by him) along with every on account bill and final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

	iii) The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.			
Levy/Taxes	CLAUSE 35			
payable by Contractor	i) Goods and service tax ( GST), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.			
	The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, sand, stone, kankar, etc. from local authorities.			
	If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.			
Conditions for	CLAUSE 36			
Conditions for reimbursement of levy/taxes if levied after receipt of tenders	i) All tendered rates shall be inclusive of all taxes and levies () payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.			
	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.			
	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.			

# Other Persons employed by Employer

#### CLAUSE 37

The Employer reserves the right 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 the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

If relative working with the Employer then the contractor not allowed to tender

#### CLAUSE 38

The contractor shall not be permitted to tender for works in the office of the Employer responsible for award and execution of contracts in which his near relative is posted as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of the Employer. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

No. Employee of the Employer to work as Contractor within one year of

retirement

## CLAUSE 39

No Technical or other officer or assistant (including Junior Engineer) employed with the Employer shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

# Compensation during warlike situations

#### CLAUSE 40

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack

or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

#### CLAUSE 41

# Direction and approval of Engineer-in-charge

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

#### CLAUSE 42

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

#### Release of Security deposit after labour clearance

#### CLAUSE 43

Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion,

	it will be deemed to have received the clearance certificate and the Security
	Deposit will be released, if otherwise due.
Non- Disclosure Pact	<u> </u>
	The contractor's obligations with respect to non-disclosure and confidentiality
	will survive the expiry or termination of this agreement for whatever reason.

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Date:

Signature / Digital Signature of bidder

## खंड V / Section V अनुबंध की विशेष शर्तें / SPECIAL CONDITIONS OF CONTRACT

	CLAUSE S	SC 1
General	i) Spe the spe	cial conditions of Contract shall be read in conjunction with General Conditions of Contract, schedule of quantities, cifications of work, drawings and any other documents ning part of this contract, wherever the context so requires.
	sep eac com	withstanding the sub-divisions of the document into arate sections, schedules, annexures etc., every part of h shall be deemed to be supplementary to and applementary of every other part and shall be read with and the contract so far as it may be practicable to do so.
	repu Cor app dee of vari repu	ere any portion of the Special Conditions of Contract is augnant to or at variance with any provisions of the General aditions of Contract then unless a different intention ears, the provision(s) of the Special Conditions shall be med to override the provision(s) of the General conditions Contract only of the extent that such repugnance or ations cannot and shall be to the extent that such augnance or variance cannot be reconciled with the General additions of Contract.
	suc is to be	erever it is stated anywhere in this tender document that h and such supply is to be effected or such and such work to be carried out, it shall be understood that the same shall effected / carried out by the Contractor at his own cost, ess a different intention is specifically stated.
	v) The con draw	items given in Schedule of Quantities shall be read in junction with materials and job specifications and relevant wings if any.
Responsibilities of contractor	the effice spe app sup labor more	CONTRACTOR shall be entirely responsible for executing work covered under this Tender document in a safe, sient and expeditious manner as per the time schedule, cifications, drawings, tools and tackles as well as teasing liances such as air compressors etc. and the necessary ervisory personnel, skilled, semi-skilled and unskilled our shall be provided by the CONTRACTOR to achieve the http://weekly targets and the overall time schedule.
	as v	well as skilled, to the extent possible and available from all resources are preferably employed on the work.
	inclo disr dee pay	expenses towards mobilization at site and demobilization uding bringing in equipment, work force, materials, nantling the equipment, clearing the site, etc. shall be med to be included in the prices quoted and no separate ments on account of such expenses shall be entertained.
	prov	hall be entirely the CONTRACTOR's responsibility to vide, operate and maintain all necessary equipment, foldings and safety gadgets, lifting tackles, tools and

	appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.
v)	Preparing approaches and working area for the movement materials shall also be the responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability etc. to provide suitable allowances in his quotation/tender.
vi)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.
vii)	Responsibility for obtaining all statutory approvals (if required) related to the work lies with the CONTRACTOR.
viii)	The CONTRACTOR shall provide drinking water and other amenities at site for the contract workmen as per the statutory requirements at his own cost.
ix)	CONTRACTOR shall take all steps to see that normal functioning of Working Office/Public life/ Public traffic is not affected/obstructed while executing the work. Stacking of materials, equipment, tools and vehicles involved in movement of equipment or materials should not make any hindrance for the movement of other vehicles and people.
x)	CONTRACTOR shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board (if any).
xi)	The works to be undertaken by the Contractor shall inter-alia include the following:
	a) Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
	b) Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
	c) Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting any work or placing any order of any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the Contractor. The Contractor shall submit material submittals along with material sample for approval of Engineer-in-Charge prior to delivery of material at site.
xii)	Wherever the 'basic rate' for the material is specified, the contractor shall furnish all the paid bills for employer verification. The purchase rate shall be got approved from the Engineer-in-charge before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.
xv)	The contractor shall arrange visits of authorized official of the manufacturer whose materials (costing more than Rs 1 lakh)

	have been selected / approved by the Employer for the work to inspect the materials supplied/ available at site and whether the materials are being used as per the Manufacturer's Specifications and specified consumption standards and shall be required to submit a report on the manufacturer's letterhead addressed to Employer, under official seal, indicating the genuineness or otherwise of the material and its usage methodology. No additional payment on this account shall be considered.		
Role of	CLAUSE SC 3		
employer	The Employer (Reserve Bank of India, Chennai) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.  CLAUSE SC 4		
Architect/			
Engineer	Banks in house Architect/Engineer will provide the design and drawings, specifications. The scope of their work includes interalia Planning & Designing and periodic inspection and supervision.		
Green building	CLAUSE SC 5		
requirements	The Contractor shall adopt the construction practices and materials in line with the requirements specified in schedule 'G'. The Contractor shall strictly follow the instructions of Engineer-in-charge in this regard.		
	CLAUSE SC 6		
Inspection of Site	The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions as to the nature of the ground and sub-soil and the form and nature of the Site before submitting the tender. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit, the intending tenderer may contact the Employer.		
	CLAUSE SC7		
Services	The Contractor shall take due and proper care during execution of solar Pv system, telecommunication and fire alarm system work to protect Existing water/electric services from damage. In case, during the execution of work, the Contractor notices some services which require re-routing, re-fixing/relocating the same shall be brought to the notice of the Engineer-in-charge. As per the instructions of Engineer-in-charge, further action for rerouting shall be undertaken. If the Contractor is advised by the Engineer-in-charge to carry out the required re-routing, the work shall be treated as Extra item of work and shall be dealt as per the relevant clause of GCC.		
Handing over of site	CLAUSE SC 8		
	i) The Contractor shall be required to complete the following documentation with regard to the work within fourteen days from the date of award of work:		
	a) Signing of the agreement on adequate value of Non Judicial stamp paper as per the approved format		

	T	
	b)	Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule 'F'
	c)	Submission of the specified Bank Guarantees mentioned in Schedule 'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee
	d)	Obtaining and submitting the original Labour License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for Obtaining the Labour License if applicable.
	e)	Submitting the details/ documents of the Contractor's site team as specified in relevant clause of General Conditions of Contract and schedule 'F' for obtaining approval of Engineer-in-charge.
	f)	Submitting the detailed work programme as specified in the relevant clause of General Conditions of Contract for approval of the Engineer-in-charge
	stat Cor ove com day pos con han	cr complying to the above documentation and other autory requirements required to be complied by the atractor before start of work, the Contractor shall be handed or the possession of the site. The scheduled date of amencement of work shall be reckoned from the fourteenth of the date of award of work or the date of handing over the session of site (if delay is due to any reasons beyond the tractor's control), whichever is later. However, any delay in ding over the possession of site to the Contractor on bount of non-submission of the above documents/ details
	sha	Il not be considered for extension of time.
Drawings	the works time have to the COI	TRACTOR shall keep one copy of all drawings (if any) on and Employer or his representative shall at all reasonable access to the same. Before the issue of the final certificate NTRACTOR he shall forthwith return to the EMPLOYER all and specifications.
	scope or construction work is to	accompanying the tender documents are indicative of the work and issued for tendering purpose only. Detailed on drawings on the basis of which actual execution of the be proceeded will be furnished to the CONTRACTOR rely based on the approved programme after the award of
Further drawings		
and Instructions	drawings/s progress of and mainte	eer-in-Charge shall have full power and authority to supply specifications to the Contractor from time to time during the of the Works such further drawings for adequate execution enance of the Works and the Contractor shall carry out and by the same.
	Contractor	er drawings or specifications that may be required by the for execution of the work shall be requested by him to n-charge at least 15 days in advance.

	CLAUSE SC 11		
Contractor's Barricades	i) Contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the entire working area including storage, etc.		
	ii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked with suitable red markers at night without any extra cost.		
	iii) The Contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution if any.		
	iv) The Contractor shall provide suitable construction safety nets to prevent damage to man / material at site without any extra cost		
Site Facilities	CLAUSE SC12		
	CONTRACTOR shall arrange for storage space for keeping own tools/tackles and other materials for performance of work under this contract. Whereas space will be provided by the employer free of cost, the safety and security including safety of materials for erection purpose as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.		
	Lighting The CONTRACTOR shall ensure that the entire site is provided with adequate lighting at all times when the work is in progress. He shall also make additional arrangements for lighting for carrying out work at night, whenever required. All costs in this connection shall be borne by him.		
	Compressed Air The Contractor shall make his own arrangement for Portable compressors, pumps, temporary piping for compressed air, vaccum/suction pump if required, for the work including all necessary accessories, fittings etc. at his own cost for cleaning, testing, flushing etc.		
Construction/Renov	CLAUSE SC13		
ation/Repair work Equipment	The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate and appropriate equipment and tools and tackles and <b>augment</b> the same as decided by the Engineer-in-Charge depending on the requirements of the work so as to suit the work schedule. No equipment shall be supplied by the Employer.  Contractor shall assess the actual requirement based on the quantum and nature of work and arrange to provide the same to achieve the progress as per the approved work programme.		
	CLAUSE SC14		
Plant, tools etc. to be exclusively for use on the works	i) All plants, tools and equipment and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the construction/renovation/reapir work and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of		

	moving it from one part of the Site to another or moving it outside the site for repairs) without the previous consent in writing of the Engineer-in-Charge which shall not be unreasonably withheld.  ii) Clearance of Site on Completion: On completion of the Works the Contractor shall remove from the Site all the said Constructional Plant, tools and equipment remaining thereon and any unused materials  iii) The contractor shall maintain a total station and skilled technician for its operation for the entire duration of the work OR as and when necessary / directed by the Engineer-in-Charge, to take accurately the levels of the excavation / filling / road centre or edge levels / storm water drainage side walls etc., with the approval of Engineer-in-Charge. The rates quoted shall be included and no extra claim lies with the contractor on this account.
Care of works	CLAUSE SC15
/plant/equipment	From the commencement to the completion of the Works/Plant/Equipment, the Contractor shall take full responsibility for the care thereof and in case any damage loss or injury shall happen to the Works/Plant/Equipment or to any part thereof from any cause whatsoever shall at his own cost repair and make good the same so that at completion the Works/Plant/Equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract.  Finished Flooring shall be protected by suitable means while carrying out any civil/electrical work either internally or externally and no extra cost.  Mixing mortar / concrete shall not be permitted on bare slab / waterproofing/ IPS / tiles and the same shall be done on steel plates / mixing tubs / G.I. Trays. Any damage done to the flooring / IPS/existing water proofing shall be rectified by the Contractor at his own cost and which shall be in the form of replacing the total flooring. Temporary used materials (e.g. Cable, pipe, valve etc.) shall not be used for permanent work. All the bought-out items supplied by the Contractor and billed to Employer shall be considered as Employer's Property and due care shall be taken for safety of these by the contractor till handing over of work.
Works to be carried	CLAUSE SC 16
out by licensed technicians under supervision of licensed Supervisors	a) All electrical works shall be carried out through a licensed Electrician under the supervision of licensed supervisor. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical works done by the CONTRACTOR.
List of approved makes/ brands of materials	(b) List of approved makes/ brands of materials proposed to be used for the work by the intending bidders, under each item of the work shall be filled in the format given in <a href="Annex-11">Annex-11</a> and uploaded online along with Part I of the tender.
Quality Assurance	CLAUSE SC17
and Quality Control	i) The reports of the test shall be submitted to the Engineer-in- charge as and when the tests/ quality assurance & control

	ii)	checks are carried out as per the contract. The Engineer-in-charge, after verification/evaluation of the results of tests may decide to either reject or accept the respective materials/ works etc. In case of rejection, the Contractor shall have to replace the defective material/ work at the earliest without any additional cost.  In case the CONTRACTOR fails to follow the instructions of Engineer-in-charge in this regard, the Engineer-in-charge may suspend the work till such time the quality of the work is ensured. No compensation for delays on account of such suspension of work shall be considered.
Materials at Basic	CLA	JSE SC 18
Prices/ Basic rates	i)	For carrying out certain items of work, the tender provides for procurement of certain materials at "Basic Prices/ Basic Rates" as specified in the tender document.
	ii)	While quoting the rates, the tenderer should base their item rates at "the Basic Prices" wherever specified/if specified. The said prices are ex-Godown and are inclusive of excise duty, sales tax, octroi and all other taxes and duties levied by Government or any other statutory body. (ex-Godown referred here will be dealer's Godown or Rail head within the Municipal or city limits or the city where the work is being done).
	iii)	The contractor shall obtain written approval from the Engineer-in-charge before procuring any material for which "Basic Price/ Basic Rate" is specified in the tender Document.
	iv)	Basic Price adjustment shall be done on the measured quantities for the finished items of work with specified "Basic Prices/Rates". In addition to the difference in the Basic Price/Rate and the actual purchase Rate/Price, contractor's overhead and profit @ 15% on the difference shall be considered for the Basic price/Rate adjustment. While carrying out price adjustments, <b>NO</b> other components such as wastage, transportation, handling, insurance, labour, etc. shall be taken into account.
	V)	The contractor shall submit copies of all tax paid vouchers (original tax paid vouchers shall be shown to the Engineer-incharge for verification as and when required by him) for full quantity for all items to the Engineer-in-charge in support of their claim for adjustment in Basic Rates/Prices. In absence of these documents, his claim for adjustment in Basic rates/Prices shall not be considered.
Documents to be	CLA	JSE SC 19
maintained at site	a)	The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.
	b)	These documents shall be available for inspection by Employer's representative or Engineer-in-charge or his representative during his site visit at all reasonable times.

Progress Monitoring by the	cor	er completion of work, the Contractor shall submit the duly impleted registers/ documents along with all the drawings used to him for construction purpose to the Engineer-inarge before submission of the Final bill.  SC 20	
Engineer-in-charge	ii) On cha me The cas in cor	Engineer-in-charge within 14 days from the date of award of work as specified in the relevant clause of the General Conditions of Contract.  i) On the basis of the approved programme, the Engineer-in-charge shall monitor/ review the progress through site meetings on monthly interval or earlier, as and when required. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge.	
	B C D	Progress for the previous month (duration under review) and the planning for the next month and materials received during the month (duration under review) and expected to be received during next month.  The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Employer/ Engineer-incharge.  Statement of deployment of resources (men and machine) and variations, if any, from the planned schedule  List of Variations / extra items if any carried out during the previous month(period under review)	
Measurement, Billing and Terms of payment	i) The the sha Scl me exe Co adj pre the Acc cha	The work shall be measured from time to time as provided in the General Conditions of Contract. The units of measurements shall be as defined in the specific item description in the Schedule of quantities. If for any item or part thereof, physical measurement is not practicable, measurements given in the execution drawings shall be adopted. (ii) As and when the Contractor feels that the gross value of work done after adjustment of the value of work already received in any previous bill and adjustment of advances, if any, has crossed the threshold value specified in the Schedule 'F' for Running Account Bill, he may raise a bill and submit to the Engineer-incharge for payment. The bill shall invariably be accompanied with following documents:  a) The signed measurements, as specified in the General Conditions of Contract.  b) The progress reports of the concerned period.  c) Test certificates/ reports of any material considered for the first time in the Contractor's bill	

	a) Decuments suidensing the miss of materials / T
	e) Documents evidencing the price of materials (e.g. Tax
	paid vouchers etc.) considered in the bill where Basic Rates are mentioned, as applicable.
	f) Delivery challans of the materials.
ii)	The Engineer-in-charge reserves the right to refuse to accept
"'	the Running Account bill, if any of the document as above is
	· · · · · · · · · · · · · · · · · · ·
:::\	not submitted along with the bill.
iii)	Once the bill is received along with all the required documents,
	the Engineer-in-charge shall arrange to process the bill and the
	payments due to the Contractor shall be released through
5.4	NEFT within the specified period for honoring the certificates.
iv)	After completion of work and completing all the contractual
	responsibility, the measurement sheets shall be signed jointly
	by the Contractor or his authorized representative and
	Engineer-in-charge or his authorized representatives. The
	Contractor shall then submit the Final bill to the Engineer-in-
	charge. The Final Bill shall necessarily be submitted along with
	the following documents:
	a) The signed measurements, as specified in the General Conditions of Contract.
	b) The copy of last progress report, evidencing the completion of work.
	c) Test certificates/ reports of any material considered for the first time in the Contractor's bill
	f) Checklist indicating validity of the labour license, all the
	Insurance Policies, PBGs
	g) Documents evidencing the price of materials (e.g. Tax
	paid vouchers etc.) considered in the bill where Basic
	Rates are mentioned, as applicable.
	h) Delivery challans for the materials
	j) All the required documents of Guarantees/ warranties
	(e.g. Water proofing and electrical equipment, etc. as
	mentioned in the specifications of respective items)
	k) "No claim" certificate by the Contractor except as included
	in the Final bill.
	Completion plans/ drawings/ details as specified in the
	General Conditions of Contract
v)	The Engineer-in-charge reserves the right to refuse to accept
',	the Final bill, if any of the document, as above, is not submitted
	along with the bill.
vi)	Once the Final bill is received along with all the required
''	documents, the Engineer-in-charge shall arrange to process
	the bill and the payments due to the Contractor shall be
	released through NEFT within the specified period for honoring
	the certificates. No revised Final Bill shall be considered by the
	Employer.
vii)	All statutory deductions shall be made from the payments due
	to the Contractor.

Place: Date:

#### <u>खंड VI / Section VI</u>

#### A. Technical specifications and requirements for the work to be executed

#### 1. Introduction

The technical specification of work covers execution and completion of the work of 'Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai' in accordance with drawings (if any) and specifications prepared by the Bank's Engineer and to the satisfaction of the Bank's Engineer.

#### 2. Quality

Materials to be used for the work shall confirm to relevant BIS Codes as far as procurable & best quality of their respective kinds as specified herein and shall be of approved make and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down, with the requirements of the latest edition of the relevant Indian standards approved by the Engineer.

#### 3. Inspection and testing

Materials before used in the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests as per relevant Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his representative.

#### 4. Samples

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

#### 5. Independent tests.

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or Analyst appointed by the Engineer / Employer in order to check the supplier's works tests and analysis. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective I S codes. The contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his representative, the materials represented will be rejected. The testing of material (Third Party Test) shall be carried out through a Government / Approved Laboratory and the testing charges, as per actuals shall be reimbursed by the Bank on production of vouchers / paid receipt.

Wherever directed by the Engineer-in-Charge, the contractor shall submit the manufacturers' batch test certificates of the batch of material(s) used in the work.

#### Technical specifications of work to be executed

#### 6. SITE CLEARANCE AND EARTHWORK IN EXCAVATION

#### 6.1. Site Clearance

i. Before the earth work is started, the area coming under cutting and filling shall be cleared of shrubs, rank vegetation, grass, brushwood, trees and saplings of girth up to 30cm measured at a height of one metre above ground level and rubbish removed up to a distance of 50 metres outside the periphery of the area under clearance. The roots of trees

- and saplings shall be removed to a depth of 60cm below ground level or 30 cm below formation level or 15 cm below sub grade level, whichever is lower, and the holes or hollows filled up with the earth, rammed and levelled. No extra cost shall be claimed in this regard.
- ii. The trees of girth above 30 cm measured at a height of one metre above ground shall be cut only after permission of the Engineer-in-Charge is obtained in writing. The roots of trees shall also be removed as mentioned above. Payment for cutting such trees and removing the roots shall be made separately.
- iii. Existing structures and services such as nearby buildings, culverts, fencing, water supply pipelines, sewers, power cables, communication cables, drainage pipes etc. within or adjacent to the area, if required, to be diverted/removed, shall be diverted/dismantled as per directions of the Engineer-in-Charge and payment for such diversion/dismantling works shall be made separately.
- iv. In case of archaeological monuments within or adjacent to the area, the contractor shall provide necessary fencing all around such monuments as per the directions of the Engineer-in -Charge and protect the same properly during execution of works. Payment for providing fencing shall be made separately.
- v. Lead mentioned shall be as per 'Schedule of Quantities' and rates shall be quoted accordingly. Disposal of debris shall be as per Local municipal norms. The contractor shall be entirely liable for taking permissions from the local authorities / state government for disposal of debris.

#### 6.2. Excavation in all kinds of soils, plum concrete etc.,

- i. The excavation shall be done by mechanical or manually means as directed by Engineer-in-charge considering feasibility, urgency of work, availability of labour /mechanical equipment's and other factors involved. Contractor shall ensure every safety measures for the workers. Neither any deduction will be made, nor any extra payment will be made on this account.
- ii. All excavation operations manually or by mechanical means shall include excavation and 'getting out' the excavated materials. In case of excavation for trenches, etc. 'getting out' shall include throwing the excavated materials at a distance of at least one metre or half the depth of excavation, whichever is more, clear off the edge of excavation. The subsequent disposal of the excavated material shall as per the Schedule of Quantities.
- iii. During the excavation any temporary dewatering shall be done by the contractor at his own expense. No separate payment shall be made in this regard.
- iv. In firm soils, the sides of the trenches shall be kept vertical up to a depth of 2 metres from the bottom. For greater depths, the excavation profiles shall be widened by allowing steps of 50 cm on either side after every 2 metres from the bottom. Alternatively, the excavation can be done so as to give slope of 1:4 (1 horizontal: 4 vertical). Where the soil is soft, loose or slushy, the width of steps shall be suitably increased, or sides sloped or the soil shored up as directed by the Engineer-in-Charge. It shall be the responsibility of the contractor to take complete instructions in writing from the Engineer-in-Charge regarding the stepping, sloping or shoring to be done for excavation deeper than 2 metres. No extra cost shall be claimed in this regard.
- v. The excavation shall be done true to levels, slope, shape and pattern indicated in the drawing, (if any) or as per the instructions given by the Engineer-in-Charge.
- vi. Upon reaching the desired depth / reduced level (RL), the bed of excavation shall be to the correct level or slope and consolidated by a road roller or plate compactor or by manual means as mentioned in the schedule of quantities. Soft/defective spots at the bed of the

foundations shall be dug out and filled with brought out earth / lean concrete / WMM which shall be measured and paid separately all as directed by the Engineer-in-Charge.

#### 6.3. Protection of excavated areas

- i. Excavation where directed by the Engineer-in- Charge shall be securely barricaded and provided with proper caution signs / tape, conspicuously displayed during the day and properly illuminated with red lights and/or written using fluorescent reflective paint as directed by engineer in charge during the night to avoid accident.
- ii. The Contractor shall take adequate protective measures to see that the excavation operations do not damage the adjoining structures or dislocate the services. Water supply pipes, sluice valve chambers, sewerage pipes, manholes, drainage pipes and chambers, communication cables, power supply cables etc. met within the course of excavation shall be properly supported and adequately protected, so that these services remain functional. However, if any service is damaged during excavation shall be restored in reasonable time and at no extra cost to Bank.
- iii. Excavation shall not be carried out below the foundation level of the adjacent buildings until underpinning, shoring etc. is done as per the directions of the Engineer-in-Charge for which payment shall be made separately.
- iv. Any damages done by the contractor to any existing work shall be made good by him at his own cost. Existing drains pipes, culverts, overhead wires, water supply lines and similar services encountered during the course of execution shall be protected against damage by the contractor. The contractor shall not store material or otherwise occupy any part of the site in manner likely to hinder the operations of such services.

#### 6.4. Setting Out and Making Profiles

- i. After shifting the Reduced levels from the benchmark available at site, the ground levels shall be taken at 5 to 15 metres intervals (as directed by the Engineer-in-Charge). The existing ground levels shall be recorded in measurement books at the respective chainage. The measurements shall be signed by the contractor and the Engineer-in-Charge or their authorized representatives before the earth work is started. The labour and instrument required (like total station etc.,.) for taking levels shall be supplied by the contractor at his own cost.
- ii. The bench mark transferred / marked shall be maintained by the contractor at his own cost during the excavation and backfilling to check the profiles.

### 6.5. Mode of Measurement for excavation, removal, disposal, setting out and making profiles etc.,

The entire item of excavation, removal, disposal, making the profiles etc., and all the items together shall be paid as a single item and on **lumpsum basis** as indicated in the schedule of quantities.

#### 6.6. Rates

Rates quoted for Earthwork shall include the following,

- (a) Excavation and depositing excavated material as specified.
- (b) Handing of antiquities (if any) and useful material and stacking the same.
- (c) Protection to side slopes
- (d) Site clearance
- (e) Setting out and making profiles

- (f) Bailing out or pumping of rainwater from excavations.
- (g) Transporting the debris out of Bank's quarters.
- (h) Dismantling bituminous concrete road, plum Concrete, paver blocks etc.
- (k) any other item like Malaba, wooden furniture etc., removed out of site to dump yard as per local regulations.
- (i) Preparation of subgrade to receive the Granular Sub-base using rollers and other means as directed by the Engineer-in-Charge

The approximate area for site clearance and subgrade preparation is for a length of 240 metres x Width 7.5 metres.

#### 7. PREPARATION OF SUB-GRADE

#### 7.1. General

The excavated surface / existing sub grade (wherever achieved) to receive the Granular Subbase (GSB) / Wet Mix Macadam (WMM) shall be prepared to the specified lines and crossfall (Camber) as necessary and made free of dust and other extraneous materials. Any ruts or soft yielding places shall be corrected in an approved manner, as directed by the Engineer-in-Charge and rolled with 80 - 100 kN power road / smooth wheeled roller until firm surface is obtained, if necessary, by sprinkling water. Weak places shall be strengthened, corrugations removed, and depressions and potholes made good with suitable materials as mentioned in para 3 which shall be measured and paid as per para 3 herein, before spreading the aggregate of GSB / WMM.

Only at places where the roller is inaccessible / close to existing structures shall plate compactor or other manual means be adopted as per the directions of the Engineer-in-Charge.

Any water required towards subgrade consolidation at site shall be arranged by the contractor at his own cost and expense and rates shall be quoted accordingly.

### 7.2. Mode of Measurement for preparation of Sub-grade and rates for subgrade preparation

Unless explicitly specified as a separate item, preparation of subgrade shall be considered in the item of Excavation and levelling and rates shall be quoted accordingly.

#### 8. GRANULAR SUB-BASE (GSB) / WET MIX MACADAM (WMM)

#### 8.1. General

This work shall consist of laying and compacting well-graded material on prepared subgrade in accordance with the requirements of the Specifications. The material to be used for the work shall be natural sand, crushed gravel, crushed natural stone, or combination thereof depending upon the grading required. If directed by the Engineer-in-Charge the material to be used shall be tested before its use at site and its MDD (maximum dry density) and OMC (optimum moisture content) shall be determined as per IS 2720 (Part 8). The cost of the test shall be paid separately as per the terms and conditions mentioned here before. If the material shall be laid in one or more layers as necessary according to lines, grades and cross-sections shown on the drawings, schedule of quantities or as directed by the Engineer. The sub-base material of grading specified herein shall be of homogenous and uniform mix. The mix shall be spread on the prepared sub-grade with the help of a motor grader or other means as approved by the

Engineer-in-charge. If directed by the Engineer-in-Charge, the Moisture content of the mix shall be checked in accordance with IS:2720 (Part 2) and suitably adjusted so that, at the time of compaction at site, it is from 1 to 2 per cent below the optimum moisture content (OMC). The material shall be free from organic or other deleterious constituents and shall conform to the gradings given in the Table below.

### Grading Requirements of Coarse Aggregates for GSB (Gradation - 2) as per MORTH Grading Requirements of WMM as per IRC Code 109 – 2015

IS Sieve Designation	Percent by Weight Passing the IS Sieve
53.00 mm	100
26.50 mm	70-100
9.50 mm	50-80
4.75 mm	40-65
2.36 mm	30-50
0.85 mm	-
0.425 mm	-
0.075 mm	0-5

#### **Grading Requirements of WMM as per IRC Code 109 - 2015**

IS Sieve Designation	Percent by Weight Passing the IS Sieve
53.00 mm	100
45.00 mm	95-100
22.4 mm	60-80
11.2 mm	40-60
4.75 mm	25-40
2.36 mm	15-30
0.600 mm	6-18
0.075 mm	4-8

Materials finer than 425 micron shall have Plasticity Index (PI) not exceeding 6. Testing of the material if directed by the Engineer-in-Charge shall be done to establish the gradation characteristics.

#### 8.2. Other important aspects

Immediately after spreading the mix, rolling shall be done by an approved roller. The thickness of each compacted layer shall not exceed **150mm**. For portions only where, mechanical means cannot be used manual means of compaction / Plate compaction as approved by the engineer shall be used. The thickness of layer, if required and directed by Engineer-in-Charge may be tested by depth of blocks during construction.

Rolling shall commence at the lower edge and proceed towards the upper edge longitudinally for portions having unidirectional crossfall or on super elevation. Each pass of the roller shall uniformly overlap not less than one-third of the track made in the preceding pass. During rolling, the grade and crossfall (camber) shall be checked and any high spots or depressions which become apparent, corrected by removing or adding fresh material. The speed of the roller shall not exceed 5 km per hour. Rolling shall be continued till the density achieved is at least 95 percent of the maximum dry density for the material determined. The surface of any

layer of material on completion of compaction shall be well closed, free from movement under compaction equipment and from compaction planes, ridges, cracks or loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of layer and re-compacted. The contractor shall ensure that no vehicular traffic shall be allowed on the finished GSB till it has dried and subsequent course is laid on it.

#### 8.3. Surface Finish and quality Control of Work

The finished surface shall be checked for lines, levels and regularity. The surface evenness of completed surface in longitudinal and transverse direction shall be within the tolerances, if any, specified.

#### 8.4. Method of measurement for GSB / WMM

GSB / WMM shall be measured as finished and compacted work (compacted thickness at site) in position in cubic meters i.e length x breadth x thickness, each of these measured to nearest to a centimetre.

#### 8.5. Rates for GSB / WMM

The rate for GSB / WMM shall be payment in full for carrying out the required operations including full compensation for:

- i) supplying all materials to be incorporated in the work including all royalties, fees, rents where applicable with all leads and lifts;
- ii) all labour, tools, equipment and incidentals to complete the work to the Specifications; iii) carrying out the work in part / full widths of road where directed;
- iv) carrying out the required tests for quality control.

However, the rates for the tests will be paid separately with the other tests carried out upon submission of test report as mentioned in the terms and conditions here before.

#### 8.6. Density Measurement and Acceptance Criteria

One measurement of density shall be made for each 500 sqm of compacted area at the finished surface or for a smaller area as decided by the Engineer-in-Charge. Each measurement shall consist of atleast 5 density determinations tests and the average of these 5 determinations shall be treated as the field density achieved. The determination of density shall be as per IS 2720 (Pt. XXVIII).

When density measurements reveal any soft areas, the Engineer-in-Charge shall direct that these be compacted further. If in-spite of further rolling operations the specified compaction is not achieved the material in the soft areas shall be removed and replaced by approved materials and compacted to the satisfaction of the Engineer-in-Charge.

#### 9. READY MIX CONCRETE (RMC)

Ready mix Concrete shall conform to latest revision of IS: 4926 following are the requirement for supply of RMC.

#### 9.1. Batching of Concrete Ingredients

For concreting of the road work, only Ready-Mix Concrete (RMC) manufactured at the approved RMC plant shall be used. The design mix specified and approved by Bank shall only be used for the work. It is mandatory that the Contractor shall arrange for the supply of mix design details in advance before start of actual road concreting works.

#### 9.2. Transporting, placing, compacting and curing

Transporting, placing, compacting and curing of RMC concrete shall be in accordance with IS: 456-2000.

#### 9.2.1. Transporting

For all RMC Concreting, the concrete after discharge from batching plant will be loaded in transit mixers and kept continuously agitated while mix is in transit. At destination the mix will be unloaded into the hoppers of concrete pump.

#### 9.2.2. Placing

The concrete produced in the RMC Plant / batching plant, when discharged from the transit mixer in pump hopper shall be kept continuously agitated and pumped to the destination placing point. The height of any single lift of concrete shall not exceed 1.5m. For places where the height of pour is more than 1.5m, suitable arrangement shall be made so that segregation and bleeding is avoided. However, any such arrangement should be approved by Engineer-in-Charge.

Each batch of concrete will be placed in layers. Each layer of concrete shall be compacted fully. Concreting of any portion or section of work shall be carried out in one continuous operation and no interruption of concreting work will be allowed without approval of Engineer. Approved method / means shall be taken to protect immature concrete damage by debris, excessive loading, abrasion, vibrations, deleterious ground water, mixing with earth and other materials and other influences, that may impair strength and durability of concreting.

Before starting of placing of concrete, contractor shall get the concrete pouring programme / planning and its sequence approved by Engineer-in-Charge to avoid any cold joints.

#### 9.2.3. Compaction

External, Internal (needle) and surface (screed board) vibrators of approved make shall be used for compaction of concrete depending on the thickness of layer to be compacted. As a general engineering practise, 40mm diameter internal needle type vibrators may be used. The concrete shall be compacted by use of appropriate diameter vibrator by holding the vibrator in position until:

- a) Air bubble cease to come to surface.
- b) Resumption of steady frequency of vibrator after short period of dropping the frequency, when the vibrator is first inserted.
- c) The tone of the vibrator becomes uniform.

After the compaction is completed, the vibrator should be withdrawn slowly form the concrete so that concrete can flow into the space previously occupied by the vibrator. To avoid segregation during vibration, the vibrator shall not be dragged through the concrete nor used to spread the concrete. The vibrator shall be made to penetrate into layer of fresh concrete below, if any, for depth about 150mm. The vibrator shall be made to operate at regular pattern of spacing. The effective radii of action will overlap, approximately half a radius to ensure complete compaction.

To secure even and dense surfaces free from aggregate pockets, vibration shall be supplemented by tamping or rodding by hand in the corners of forms and along the form surface while the concrete is plastic.

A sufficient number of spare vibrators shall be kept readily available and accessible to the place of deposition of concrete to assure adequate vibration in case of breakdown of those in use.

Concrete also shall be vibrated whenever and wherever directed by Engineer-in-Charge to achieve full compaction, using needle vibrator and screed vibrators as necessary.

#### 9.2.4. Curing

Curing shall be started at the earliest by spreading wet jute cloth (hessian) and cover top with impervious sheet and subsequently cured with spraying water. Also, curing by ponding of water and replenishing water as required may also be adopted. In inaccessible area to start with, curing may also be started by spraying curing compound before starting membrane curing.

The contractor shall deploy necessary skilled manpower towards entire concreting work.

#### 9.3. Placing temperatures

During extreme hot weather, the concreting shall be done as per procedures set out in IS:7861, parts I & II.

The placing temperature of concrete shall be as low as possible in warm weather and care shall be taken to protect freshly placed concrete from overheating by sunlight in first few hours of its laying. The time of day selected for concreting shall be chosen so as to minimize placing temperatures before concreting work commences and shall be approved by the Engineer-in-Charge. Any extra cost so as to minimize placing temperatures (like adding ice flakes, blocks) shall be borne by the contractor only.

#### 9.4. Defective concrete

Should any concrete be found honey combed or in any way defective as in the opinion of the Engineer-in-Charge, such concrete shall on the instruction of the Engineer-in-Charge be cut out by the contractor and made good at his own expense.

#### 9.5. Construction Joints

Construction joints in all concrete work shall be avoided or shall be made as directed by Engineer-in-Charge. Where vertical joints are required, these shall be shuttered as directed and not allowed to take the natural slope of the concrete.

Before fresh concrete is placed against a vertical joint, the old concrete shall be chipped / sand blasted, cleaned and moistened 24 hours before placing the new concrete. All standing water should be removed and dried with compressor air. Neat cement slurry mixed with polymer modification (with approved chemicals) shall be applied on the chipped/ sand blasted surface and mortar of the same water cement ratio as the concrete and 10mm thick applied. Where required suitable expansion joints shall also be provided as directed by the Engineer-in-Charge.

#### 9.6. Exposed Faces, Holes and Fixtures

On no account shall concrete surfaces be patched or covered up or damaged concrete rectified or replaced until the Engineer-in-Charge has inspected the works and issue written instructions for rectification. Failure to observe this procedure will render that portion of the works liable to rejection; in which case it will be treated as a work which has failed to meet specified strength requirements.

Holes required in filler boards etc., for embedding the dowels, tie bars, reinforcement etc., shall be done according to the drawing or as instructed by the Engineer-in-Charge.

#### 9.7. Cracks

If cracks develop in the concrete construction which in the opinion of the Engineer-in-Charge may be detrimental to the strength of the construction, the contractor at his own expense shall test the slab. If under such test loads the cracks develop further, the contractor shall dismantle the construction / part construction, carry away debris, replace the construction and carry out all consequential works thereto, without any extra payment.

If any cracks develop in the concrete construction, which in the opinion of the Engineer-in-Charge are not detrimental to the strength of the construction, the contractor at his own expense shall grout the cracks with **polymer cement grout** of approved quality and as approved by Engineer-in-Charge at his own expense and risk and shall make good to the satisfaction of the Engineer-in-Charge the surface finish which in the opinion of the Engineer has suffered damage either in appearance or stability owing to such cracks. The Engineer's decision as to the extent of the liability of the Contractor in the above matter shall be final and binding.

#### 9.8. Submission of documents of RMC manufacturer

Following document shall be submitted by the contractor from the approved RMC manufacturer to Bank

- 1) Design Mix (M-30 grade)
- 2) Manufacturer's Test certificate for cement and plasticizer.
- 3) Lab test certificates for all ingredient of concrete.
- 4) Delivery docket / challan sheet mentioning the grade of concrete, quality of ingredient used, slump, transit mixer vehicle no. placement location, time of concrete production and placing etc.,

#### 9.9. Pumping Operations

The pump wherever used should be as near the placing area as practicable, and the entire surrounding area shall have adequate bearing strength to support concrete delivery pipes. Lines from pump to placing area should be laid out with a minimum of bends. Standby power and pumping equipment should be provided to replace initial equipment, should breakdown occur.

The placing rate should be estimated so that concrete can be ordered at an appropriate delivery rate.

As a final check, the pump should be started and operated without concrete to be certain that all moving parts are operating properly. A grout mortar should be pumped into the lines to provide lubrication for the concrete, but this mortar shall not be used in placement.

When the form is nearly full and there is enough concrete in the line to complete the placement, the pump shall be stopped and a conical go-devil inserted and shall be forced through the line by water under pressure to clean it out. The go-devil should be stopped at a safe distance from the end of the line so that the water in the line will not spill into the placement area. At the end of placing operation, the line shall be cleaned in reverse operation.

Any excess grout mortar/ plump concrete etc., left at placement area or other areas at site, while concreting shall be cleared off by the contractor at this own cost.

#### 9.10. Vacuum de-watering / drying / Trowel finishing of Concrete surface

Vacuum drying of freshly laid cement concrete floor using 100% air tight suction mat suitable size and length vacuum pump to maintain vacuum pressure 0.7 to 0.8 atmospheres as per the standard procedure, floating with power floater, mechanical travelling, finishing with sound edges and corners shall be done. Power trowel finishing shall be done before texturing of the concrete surface. The rate shall including hire and operational charges of machinery, labour fuel etc. complete for finished item of work as directed by Engineer-In-Charge.

#### 9.11. Programme Planning for the Concreting works

Proper planning of concrete supply, pump locations, line layout, placing sequence and the entire pumping operation shall be made in advance by Contractor and informed to the Engineer-in-Charge. The concrete production, transportation and placing shall be planned in such a manner that duration between addition of water during mixing and placing of concrete in desired location is well within time limits prescribed by the RMC manufacturer, however this is subjected to fulfillment of slump and other properties of concrete as specified elsewhere in the tender or as approved by the Engineer-in-Charge at the time of approval of design mix. On failure to adhere to time schedule by the supplier the Engineer-in-Charge may reject the concrete.

#### 9.12. Nominal Mix Concrete (only at places directed by Engineer-in-Charge)

Nominal Mix Concrete wherever directed by Engineer-in-Charge, apart from RMC, may be used for concrete of grade M10 or lower. The proportions of materials for nominal mix concrete shall be in accordance with Table.

Grade of Concrete		Aggregate to Coarse Aggregate	per 50 kg of
M10	480	Generally, 1:2 but	34
M7.5	625	subject to an upper limit of 1: 1 ½ and a lower limit of 1:2 ½	45

Concrete shall be thoroughly mixed manually on a level surface free of deleterious material or in a drum type mixer so that the material is homogenous.

### 9.13. Mode of measurement for Ready Mixed Concrete (RMC) supplied and Nominal Mix of concrete (where ever directed by Engineer-in-Charge)

#### 9.13.1. **General**

Concrete Work actually executed at site shall be measured for payment, subject to the following tolerances, unless otherwise stated hereinafter. Any work done extra over the specified dimensions shall not be measured for payment.

a) Linear dimensions shall be measured in full centimetres except for the thickness of slab which shall be measured to the nearest half centimetre.

- b) Areas shall be worked out to the nearest 0.01 sqm.
- c) Cubic meter measurements shall be worked out to the nearest 0.001 cum.
- d) The concrete shall be measured for its length, breadth and height/ depth limiting dimensions to those specified on drawings or as directed by the Engineer-in-Charge.

#### 9.13.2. Deductions

No deductions shall be made for the following:

- a) Ends of dissimilar materials e.g., joists, beams, posts, girders, rafters, purlins, trusses, corbels, steps etc. upto 500 sq cm. in cross section.
- b) Opening upto 0.1 sqm. (1000 sq cm)
- c) Volume occupied by reinforcement.
- d) Volume occupied by pipes, conduits, sheathing etc. not exceeding 25 sq cm. each in cross sectional area. Nothing extra shall be paid for leaving and finishing such cavities and holes.

#### 9.13.3. Delivery Docket / Challan Information for RMC Truck

- I. The following information, list not exhaustive, shall be included in the delivery ticket to accompany the load / truck of RMC by the contractor to the Bank:
- (a) Name or number of the ready-mixed concrete depot
- (b) Serial number of the ticket
- (c) Date
- (d) Truck number
- (e) Name of the Purchaser
- (f) Name and location of site
- (g) Grade or mix description of the concrete
- (h) Specified target workability
- (i) Minimum cement content (if specified)
- (j) Type of cement and grade (if specified)
- (k) Maximum free water-cement ratio (if specified)
- (I) Nominal maximum size of aggregate
- (m) Generic Type or name of any chemical and mineral admixtures included.
- (n) Quantity of concrete in Cu.m
- (o) Time of loading
- (p) Signature of the plant operator
  - II. On site the following information shall be added:
- (a) Time of arrival on site.
- (b) Time when discharge was completed.
- (c) Any water/admixture added by the supplier to meet the specified workability.
- (d) Any extra water /admixture added at the request of the Engineer-in-Charge of the concrete, or his representative, and his signature.
- (e) Pouring location.
- (f) Signature of the Engineer-in-Charge or his representative conforming discharge of the load.

#### 9.13.4. Method of measurements for RMC / Cement Concrete

Measurement Quantity of concrete (either hand mixed or RMC) shall be in Cubic meter (cum) i.e length x width x thickness of Road Slab shall be measured as per the final finished surfaces to a proper gradient and alignment at site computed on the basis of length, width and thickness.

Excess/less cement used for design mix is payable/recoverable separately, as mentioned in the schedule of quantities.

Wastage, spillover due to pump blockage etc. shall not be considered for payment.

No claim by contractor would be entertained based on Quantity of concrete in Cubic meter (cum) delivered at site based on RMC delivery docket / challan.

Rejected concrete shall not be paid and no claim by contractor would be entertained on this regard.

#### 9.13.5. Rate

The rate is inclusive of the cost of labour and materials involved in all the operations as described above. Rate shall include slump cone test of concrete as directed by Engineer-in-Charge. Rate shall **also include the formwork** used, in this item.

### 9.14. CUBE TEST for compressive strength of concrete (M-30 grade) - Mandatory lab

One sample (consisting of three cubes 15x15x15 cm shall be taken for every 20 cum or part thereof concrete work ignoring any part less than 5cum or as often as considered necessary by the Engineer-in-Charge. The test of concrete cubes shall be carried out in accordance with relevant IS Codal provisions. Test shall be carried out on concrete at 28 days. However, if the Engineer-in-Charge directs the contractor to conduct any additional tests for compressive strength at 7 days, the contractor shall execute the same. A register of cubes shall be maintained at the site of work. The casting of cubes, concrete used for cubes and all other incidental charge, such are curing, carriage to the testing laboratory shall be borne by the contractors. **The testing fee** for the cube testing, if any, shall be paid separately by the Bank.

#### 9.15. ACCEPTANCE CRITERIA - 28 days' Test

- (a) The average of the strength of three specimens (called as accepted sample) be accepted as the compressive strength of the concrete provided the strength of any individual cube shall neither be less than 70% nor higher than 130% of the specified strength.
- (b) If the actual average strength of accepted sample is less than specified strength but not less than 70% of the specified strength, the concrete may be accepted at reduced rate at the discretion of Engineer-in-Charge.
- (c) If the actual average strength of accepted sample is less than 70% of specified strength, the Engineer-in-Charge shall reject the defective portion of work represented by sample and nothing shall be paid for the rejected work. Remedial measures necessary to restore the PQC (pavement quality slab) shall be taken at the risk and cost of contractor. Further, the Engineer-in-Charge may also order additional tests (tests like Rebound Hammer, compressive strength from cylindrical core extracted etc.,.) to be carried out to ascertain if the strength has been achieved. All the charges in connection with these additional tests shall be borne by the contractor only.

#### 10. REINFORCEMENT

#### 10.1. Steel:

Steel i.e., mild steel, rounds conforming to IS: 432, HYSD bars conforming to IS: 1139, Cold twisted bars conforming to IS: 1786 shall only be used. Any other steel specified for reinforcement shall conform in every respect to the latest relevant Indian Standard Specifications and shall be of tested quality under the ISI Certification scheme. In case of

epoxy coated rebars, the same shall conform to IS 13620. Manufacturers certificate shall be produced for epoxy coated rebars.

All reinforcing work for concrete work shall be executed in conformity with the drawings supplied and instructions given by the Engineer and shall be generally carried out in accordance with the relevant Indian Standard Specifications.

#### 10.2. Inspection and Testing

Every bar shall be inspected before assembling on the works and any defective, brittle, excessive rusted or burnt bars shall be removed. Cracked ends of bars shall be cut out.

Specimens sufficient for <u>three Tensile Tests</u> (one batch) per 20 tonnes of bars and for each different size shall be sampled and tested by the contractor. Batches shall be rejected if the average results of each batch are not in accordance with the specifications. The testing fee towards tensile test shall be paid separately.

Further, if directed by the Engineer-in-Charge, material test certificate for the bars shall be submitted.

#### 10.3. Lapping and splicing

Laps and splices for reinforcement shall be as shown in the drawings. As far as possible bars of the maximum length available shall be used. Laps shown on drawings or otherwise specified by the Engineer-in-Charge will be based on the use by the contractor of bars of maximum length. In case the contractor wishes to use shorter bars, laps shall be provided at the contractors cost in the manner and location approved by the Engineer-in-Charge.

Only authorized laps shall be measured and paid.

Splices in adjacent bars shall be staggered and the locations of all splices, except those specified on the drawings, shall be approved by the Engineer-in-Charge.

#### 10.4. Spacing, supporting and cleaning

- 1) All reinforcement shall be placed and maintained in the position shown on the drawing.
- 2) Contractor shall provide approved type supports / chairs etc., as specified on the drawings / approved by the Engineer-in-Charge for maintaining the top bars of the slab in position during concreting. All cover blocks shall be concrete (not cement mortar) and of the same strength as that of the surrounding concrete and properly compacted.
- 3) 18 SWG G.I. wire shall be used as binding wire. All bars crossing one another shall be bound with this wire twisted tight to make the skeleton or network rigid so that the reinforcement is not displaced during placing of concrete.
- 4) Bars must be cleaned before concreting commences of all scales, rust or partially set concrete which may have been deposited during placing of concrete in previous lift of concrete.

The bars shall be cleaned with dry gunny bags if they are coated lightly with rust or other impurities. On no account shall the bars be oiled or painted nor shall mould / formwork oil used on the framework be allowed to come in contact with the bars. Cement wash to bars shall not be permitted.

#### 10.5. Stacking & Storage

Steel for reinforcement shall be stored in such a way as to prevent distorting and corrosion. The steel for reinforcement shall not be kept in direct contact with ground. Fresh / Fabricated reinforcement shall be carefully stored to prevent damage, distortion, corrosion and deteriorations. Care shall be taken to protect steel from exposure to saline atmosphere during storage, fabrication and use. It may be achieved by treating the surface of reinforcement with

cement wash or by suitable methods. Bars of different classifications, sizes and lengths shall be stored separately to facilitate issue in such sizes and lengths to cause minimum wastage in cutting from standard length.

#### 10.6. Quality

Steel not conforming to specifications shall be rejected. All reinforcement shall be clean, free from grease, oil, paint, dirt, loose mill, scale, loose rust, dust, bituminous material or any other substances that will destroy or reduce the bond. All rods shall be thoroughly cleaned before being fabricated. Pitted and defective rods shall not be used. All bars shall be rigidly held in position before concreting. No welding of rods to obtain continuity shall be allowed unless approved by the Engineer-in-Charge. If welding is approved, the work shall be carried as per I.S. 2751, according to best modern practices and as directed by the Engineer-in-Charge. In all cases of important connections, tests shall be made to prove that the joints are of the full strength of bars welded. Substitution of reinforcement will not be permitted except upon written approval from Engineer-in-charge.

#### 10.7. Bending

All bars shall be accurately bent according to the sizes and shapes shown on the drawing / bar bending schedules. They shall be bent gradually by machine or other approved means. Reinforcing bars shall not be straightened and re-bent in a manner that will injure the materials. Bars containing cracks or splits shall be rejected. All bars shall be bent cold. Bars incorrectly bent shall be used only after straightening and re-bending be such as shall not, in the opinion of the Engineer-in-Charge, injure the material. No reinforcement bar shall be bent when in position in the work without approval, whether or not it is partially embedded in hardened concrete. Bars having kinks or bends other than those required by design shall not be used.

#### 10.8. Bending at Construction Joints:

Where reinforcement bars are bent aside at construction joints and afterwards bent back into their original position, care should be taken to ensure that at no time the radius of the bend is less than 4 bar diameters (4D) for plain mild steel or 6 bar diameters (6D) for deformed bars. Care shall also be taken when bending back bars to ensure that the concrete around the bar is not damaged.

#### 10.9. Method of measurements for reinforcement works:

The weight of steel in Kgs to be paid for at the contract rates, shall be the weight of bars as mentioned in the Schedule of Quantities / drawings (if, any) or as instructed by Engineer-in-Charge including stirrups, ties, spacer bars, chairs and any other steel works specified as reinforcements but excluding welding and cover blocks. Only authorized laps as specified in the drawing / schedule of quantities (or) approved by the Engineer-in-Charge during execution shall only be paid for.

Before the start of work, contractor shall submit a bar bending schedule and it shall be approved by the Engineer-in-Charge.

As far as possible laps in bars shall be avoided and **full length of bars shall be provided**. Any laps and hooks provided by the contractor other than authorised as per approved bar bending schedule will be considered to have been provided by the contractor for his own convenience and shall not be measured for payment.

Reinforcement as detailed in schedule of quantities / as executed on approved laps by the Engineer-in-Charge shall be measured for payment linearly as per the cutting length nearest

to a centimetre shown in bar bending schedule submitted by the contractor and approved by the Engineer-in-Charge and weight calculated based on the standard weights as per IS1786, as indicated in the following table:

Nominal size in	6	8	10	12	16	25	28	32
mm								
Cross Sectional	28.30	50.30	78.60	113.10	201.20	491.10	614.00	804.60
area in mm2.								
Mass / Weight in	0.222	0.395	0.617	0.888	1.580	3.850	4.830	6.310
Kg / RM								

No allowance shall be made/ be measured in the weight for rolling margin. If weight of bar(s) found to be more than the standard weights, the measurement / payment shall be restricted to the standard weights as above. The cost of steel used by the contractor in the reinforcement of road slabs etc. will be paid as per the rate of reinforcement only upto the extent shown in the drawings.

Pins, chairs, spacers shall be provided by the contractor wherever required as per drawing and bar bending schedule and as directed by the Engineer-in-Charge and shall be measured for payment.

#### 10.10. Rates for Steel / Reinforcement work

The rate shall include the cost of all materials and labour required for all above operations including transport, wastage, straightening, cutting, bending, binding and the binding wire required.

#### 11. FORM WORK

#### 11.1. General

The form work shall consist of any of / combination of the items like shores, bracings, sides, bottom of slabs etc. including ties, anchors, hangers, inserts etc. complete which shall be properly designed and planned for the work. The false work, if any required, shall be so constructed that up and down vertical adjustment can be made smoothly. Wedges, if any required, may be used at the top or bottom of timber shores, but not at both ends, to facilitate vertical adjustment or dismantling of form work.

#### 11.2. Design of Form Work

The design and engineering of form work (if any) as well as its construction shall be the responsibility of Contractor. If so instructed, the drawings and calculations for the design of the form work shall be submitted well in advance to the Engineer-in-Charge for approval before proceeding with work, at no extra cost to the Bank. Engineer-in-Charge approval shall not however, relieve Contractor of the full responsibility for the design and construction of the form work. The design shall take into account all the loads vertical as well as lateral that the forms will be carrying including live and vibration leadings.

#### 11.3. Tolerances

Tolerances are a specified permissible variation from lines, grade or dimensions given in drawings. There shall be no tolerance for the road slab sides for construction to be permitted for encroachment beyond the legal boundaries.

#### 11.4. Type of Formwork

#### 11.4.1. General

Form work may be of timber, plywood, metal, plastic or concrete. For special finishes, if any specified in the schedule of quantities, the formwork may be lined with plywood, steel sheets, oil tempered hard board etc. Sliding forms and slip forms may be used with the approval of Engineer-in- Charge.

Forms shall conform to the shapes, lines, grades and dimensions including camber of the concrete as called for in the drawings. Ample studs, waler braces, straps, shores etc. shall be used to hold the forms in proper position without any distortion whatsoever until the concrete has set sufficiently to permit removal of forms. Forms shall be strong enough to permit the use of immersion vibrators. The shuttering shall be close boarded. Timber shall be well seasoned, free form sap, shakes, loose knots, worm holes, warps or other surface defects in contact with concrete. Faces coming in contact with concrete shall be free from adhering grout, plaster, paint, projecting nails, splits or other defects. Joints shall be sufficiently tight to prevent loss of water and fine material from concrete.

#### 11.4.2. Plywood

Plywood shall be used for exposed concrete surfaces, where called for. Sawn and wrought timber may be used for unexposed surfaces. Inside faces of forms for concrete surfaces which are to be rubbed finished shall be planned to remove irregularities or unevenness in the face. Form work with lining will be permitted.

All new and used from lumber / plywood shall be maintained in a good condition with respect to shape, strength, rigidity, water tightness, smoothness and cleanliness of surfaces. Form lumber unsatisfactory in any respect shall not be used and if rejected by Engineer-in-Charge shall be removed from the site.

Formwork, during any stage of construction showing signs of distortion or distorted to such a degree that the intended concrete work will not conform to the exact contours indicated on the drawings, shall be repositioned and strengthened. Poured concrete affected by the faulty formwork, shall be entirely removed and the formwork corrected prior to placing new concrete.

#### 11.4.3. Steel Forms

The steel forms shall be mild steel channel sections of depth equal to the thickness of the pavement or a few millimetres less than the thickness of the pavement to match with the plus level tolerances specified for sub-base. In the latter case, the forms shall be levelled by using metal wedges or shims. The thickness of flange and web of steel forms shall not be less than 6 mm and shall be capable of resisting all loads applied in the paving process. The length of form shall not be less than 3.5 m except in the case of installations along curves.

If the channel depth required is other than the standard rolled sections available, it shall be fabricated. The channel section or steel forms shall have fixing arrangement to keep them in position and enable to resist horizontal pressure of concrete.

When set to grade and staked in place, the maximum deviation of the top surface of any section from a straight line shall not exceed 2 mm in the vertical plane and 5 mm in the horizontal plane. The method of connection between sections shall be such that the joint formed shall be free from difference in level, play or movement in any direction. The use of bent, twisted or worn-out forms will not be permitted. At least three stake pickets for each 3 m of form and the bracing and support must be ample to prevent springing of the forms under the pressure of concrete or the weight or thrust of machinery operating on the forms.

#### 11.5. Other important aspects

Forms shall be so designed and constructed, if directed by Engineer-in-Charge, that they can be stripped in the order required and their removal does not damage the concrete. Face formwork shall provide true vertical and horizontal joints, conforming to the architectural features of the structure / slab as to location of joints and be as directed by Engineer-in-Charge.

Where exposed smooth or rubbed concrete finishes are required, the forms shall be constructed with special care so that the desired concrete surfaces could be obtained which require a minimum finish. Before concreting de-shuttering oil of approved make and manufacturer shall be used as per the manufactures instructions on the sides of formwork. The De-shuttering oil shall be ready to use as direct application on required places. It shall be applied in light film either by brush or mould oil sprayer. If it is over applied, in the opinion of the Engineer-in-Charge, excess shall be drained before it dries.

Forms shall not be removed from freshly placed concrete until it has set, or at least 12 hours, whichever is later. They shall be carefully removed in such a manner that no damage is done to the edges of the pavement. After the forms have been removed, the slab edges shall be cleaned and **any limited honey-combed areas pointed up with 1:4 cement and sand mortar**, after which the sides of the slab shall be covered with wet hessian for curing all at Contractor's own expenses. Slabs with excessive honey-combing as a result of inadequate compaction shall be chipped, broken and removed up to the nearest transverse joints.

The supply of forms shall be sufficient to permit their remaining in place for minimum 12 hours after the concrete has been placed. After removing the form, the edge shall be protected from damage till concrete attains enough strength, as per the directions of the Engineer-in-Charge.

#### 11.6. Setting of Forms

The forms shall be jointed neatly and shall be set with exactness to be required grade and alignment. Both before and after the forms are placed and set, the sub-base under the forms shall be thoroughly tamped in an approved manner. Sufficient rigidity shall be obtained to support the forms in such a position that during the entire operation of compacting and finishing of concrete they shall not at any time deviate more than 2 mm from a straight edge 3 m in length. Forms which show a variation from the required rigidity or alignment and levels shown in the drawing, shall be reset or removed, as directed. The length and number of stakes shall be such as to maintain the forms at the correct line and grade. All forms shall be cleaned and oiled each time before they are used. Forms shall be set ahead of the actual placing of concrete for the entire day's work. Shuttering oil shall be applied on the formwork before placing the concrete.

#### 11.7. Removal of Forms

Contractors shall record on the drawings or a special register, the date upon which the concrete is placed in each part of the work and the date on which the shuttering / form work is removed there from. In no circumstances shall forms be struck until the concrete reaches a strength of the at least twice the stress due to self-weight and any construction erection loading to which the concrete may be subjected at the time of striking formwork with the approval of Engineer-in-Charge.

#### 11.8. Reuse of Forms

Before reuse, all forms shall be thoroughly scraped, cleaned, nails removed, holes that may leak suitably plugged and joints examined and when necessary repaired and the inside

retreated to prevent adhesion, to the satisfaction of Engineer-in-charge. Warped lumber shall be resized. Contractor shall equip himself with enough shuttering to complete the job in the stipulated time.

#### 11.9. Method of measurements and rates for form work:

No separate measurement and payment will be made for formwork. Rate for formwork shall be included with Cement Concrete to be laid. Approximate volume of CC laid being 240 metre length x 6 metre width x 0.15 metre thickness divided into bays of length 21 metre and width 6 metre.

#### 12. TYPE OF JOINTS AND DOWEL BARS

#### 12.1. General

The location and type of joints shall be as shown in the drawings. Where semi-mechanized method of construction is used, the concrete along the face of all joints and around all tie bars and dowels shall be compacted with an internal vibrator as mentioned herebefore inserted in the concrete and worked along the joint and around all tie bars and dowels to ensure a concrete free from honeycombing. It shall be ensured that vibrator should not contact the dowel bar, and the vibration operation does not misalign the dowels. In case of mechanized construction, working and their vibration/RPM of all the fixed vibrators shall be checked. There shall be two additional needle vibrators to compact the concrete near bulkhead. Wherever, tie bars or dowel bars are inserted in the PQC (Pavement Quality Concrete), proper marking on the projecting surface of base will help to cut the joint at proper location.

Initial cut or a slot of 3 to 5 mm wide and having a depth equal to one-third to one-fourth the depth of the PQC slab at transverse and longitudinal joint is made as soon as the concrete sets. Normally, in summer when ambient temperature is more than 30°C initial cutting may be carried after 4-8 hours of laying and in winter when ambient temperature is less than 30°C, initial cut may be done at 8-12 hours of laying. In any case, initial cut of all the transverse and longitudinal joints shall be completed within 24 hours to avoid the random cracking. Subsequent widening of joint groove will be done after 10-16 hours of casting concrete pavements all as mentioned in the schedule of quantities.

No sealing of joints shall be undertaken before 21 days of construction. All joints shall be sealed using sealants as mentioned in the approved materials list (Section VIIa) and joints shall be sealed when grooves are dry and clean and free from foreign object or loose material. Alternatively, compression seals or solid seals can also be used to seal the joints after initial cut without widening with the permission of Engineer-in-Charge.

#### 12.2. Types of Joints

Details of the types of joints and their sealing with sealant or preformed seals shall be as mentioned that in IRC 15 and IRC 57.

The joint location shall be as mentioned of that in the drawing / Schedule of Quantities.

#### 12.3. Dowel Bars

Dowel bars shall be Mild steel rounds in accordance with details / dimensions as indicated in the drawings and free from oil, dirt, loose rust or scale. They shall be straight, free from irregularities and the sliding ends sawn or cropped cleanly with no protrusions outside the normal diameters of the bar. The dowel bars shall be supported on double bulk - head or chairs or dowel bar cradles as shown in drawing and placed firmly in position. Prior approval by the Engineer-in-Charge shall be taken before concreting of the slabs. Unless shown

otherwise on the drawing, dowel bars shall be positioned at the mid depth of the slab within the tolerance of +/-20 mm spaced equally along intended lines of the joints within tolerance of +/- 25 mm. They shall be aligned parallel to the finished surface of the slab, to the centerline of the carriage way and to each other within the following tolerance. No bar shall differ in alignment from adjoining bar by more than 3 mm per 300 mm length of the bar in either horizontal or vertical plane. The Dowel bars shall be covered by a sheath of High-Density Polythene pipes (HDPE) of approved quality for the length as shown in the drawing. The sheath shall be tough, durable and of an average thickness, not less than 1.25 mm. The end portion of the sheath shall be plugged with suitable properly tight cap fitting all as indicated in the drawing / Schedule of Quantities.

#### 12.4. Coating of Dowel Bars

Dowel bars shall be coated with appropriate epoxy (or) anti-corrosive coating as per IS:13620. Coated bars should be protected from scratching during handling, and should be manually recoated by epoxy or anti-corrosive paint wherever scratches are observed. For uniformity in thickness of coating, the coating done shall be done in factory environment is preferable. Coating shall be done within 4 hours of cleaning of bars from all rust. Cleaning may be done by sand/shot blasting. The sliding ends shall be sawn or cropped cleanly with no protrusions outside the normal diameter of the bar.

#### 12.5. Method of Measurements of Dowel Bars

The number of dowel bars provided at site for the required size and length at specified in the drawings / schedule of quantities, shall be counted for payment purpose.

#### 12.6. Rates for Dowel Bars

The rate shall include the cost of all materials and labour required for all above operations including transport, epoxy coating, wastage, straightening, cutting, bending, binding and the binding wire required.

#### 13. SEALING THE JOINTS

#### 13.1. Joint Sealing

The joint sealing compound shall be cold polysulphide/ polyurethane/silicon type having flexibility, durability and resistance to age hardening. It shall be ensured by the contractor that the sealant is not more than six months old.

A backer rod should be provided at the bottom of the sealant reservoir for ensuring proper shape factor and to prevent the sealant from bonding to the bottom of the joint reservoir.

Backer rod shall be closed-cell polyurethane foam rod. The diameter of backer rod shall be approximately 25 percent greater than the width of the joint to ensure a tight fit or as specified in the SOQ.

#### 13.2. Method of Measurements of Joint sealing compound

The Joint sealing compound along with backer rod placement and primer seal will be measured in running meter for the width and depth measured in the drawing.

Contractor shall maintain the account of receipt, consumption, and empty packs of sealant. Consumption register shall be maintained at site with details of type of sealant, make, size, batch/lot number, date and quantity of use etc. for the joint sealing compound and the primer applied. The quantity of consumption recorded shall be checked by the Engineer-in-Charge

from time to time. Any quantity of sealant less that the theoretical quantity (measured from the dimensions of the drawing) shall be deducted. However excess quantity more than the theoretical quantity shall not be paid.

#### 13.3. Pre-moulded joint filler board

Joint filler board, as mentioned in the Schedule of quantities / drawing, for expansion joints shall be of 20-25 mm thickness within a tolerance of  $\pm$  1.5 mm and of a firm compressible material and having compressibility of more than 25 per cent as per IS:1838. It shall be 25 mm less in depth than the thickness of the slab within a tolerance of  $\pm$  3 mm and provided to the full width between the side forms. It shall be in suitable length which shall not be less than one lane width. If two pieces are joined to make up full width, the joint shall be taped such that no slurry escapes through the joint. Holes to accommodate dowel bars shall be accurately bored or punched out to give a sliding fit on the dowel bars.

#### 13.4. Method of Measurement of Joint filler board

The pre-moulded joint filler board shall be measured in square meter of the finished c/s area (measured in cross sectional face, i.e. depth x width each measured to the nearest centimetre) upon placement at the required construction joint to the required shape as mentioned in the drawing / BOQ.

No extra payment would be made for boring / punching holes to accommodate dowel bars through the joint filler boards. However, care should be taken not to over cut the areas around the dowel bars while making holes in the joint filler board.

#### 13.5. Rates for Joint filler board

The rate shall include the cost of all materials and labour required for all above operations including transport, wastage, cutting, punching holes, placing etc.,

#### 14. SURFACE TEXTURE

#### **14.1.** Tining

Tining shall be done all as per IRC 15. After final floating and finishing of the slab and before application of the curing membrane, the surface of concrete slabs shall be textured either in the transverse direction (i.e., at right angles to the longitudinal axis of the road) or in longitudinal direction (i.e., parallel to the centerline of the roadway) as directed by Engineer-in-Charge. The texturing shall be done by tining the finished concrete surface by using rectangular steel tines. The tining rakes shall be cleaned often to remove snots of slurry. The tines will be inspected daily and all the damaged and bent tines shall be replaced before commencing tining. Tined grooves shall be 3 mm wide and 3 to 4 mm deep. Before commencing tining, the bleeding water, if any, shall be removed or allowed to disappear and texturing shall be done on a firm surface.

#### 14.2. Brush Texturing

Alternatively, the brush texturing may be applied. The brushed surface texture shall be applied evenly across the slab in one direction using a wire brush which shall be as per IRC 15. If necessitated and directed by Engineer-in-Charge, the texture depth shall be determined by the Sand Patch Test as per IRC 15.

Where the texture depth requirements are found to be deficient, the Contractor shall make good the texture across the full lane width over length, by retexturing the hardened concrete surface in an approved manner.

The edges of the concrete slabs shall be rounded after texturing using an arising tool having a radius of 3 mm diligently without applying pressure to the surface to leave the pavement edges smooth and true to line. Before commencing texturing, the bleeding water, if any, shall be removed or allowed to disappear and texturing shall be done on a firm surface.

#### 14.3. Method of Measurements for Surface Texture

No separate measurement and payment would be done for surface texturing and the rate quoted for laying and finishing of PQC (pavement quality slab) of M-30 grade cement concrete mentioned in the SOQ shall be inclusive of surface tining / texturing.

### 15. FACTORY MADE CEMENT CONCRETE INTERLOCKING PAVER BLOCK 15.1. Base

Interlocking paver block shall be fixed on the bed base of 50 mm thickness or specified otherwise in the schedule of quantities consisting of M-sand / coarse sand as specified in the schedule of quantities and filling the joints with the M-sand / coarse sand of approved type and quality or as specified and as directed by Engineer-in-charge.

#### 15.2. Interlocking paver block

Factory made precast paver block of at least M-30 grade with 60 mm thickness CC or otherwise specified grade / thickness mentioned in the SOQ shall be used. Sample of Paver blocks, shape, colour shall be approved by Engineer-in-Charge. Manufacturer test certificate shall be produced to ascertain the Minimum strength of the paver block. The Engineer-in-Charge however reserves the right to independent testing. However, the cost of testing shall be reimbursed to the contractor upon providing the test results and original receipts of the tests.

#### 15.3. Procedure for laying of interlocking paver block

The paving blocks of factory made coloured precast Cement Concrete of required strength; thickness & size/shape shall be laid to a pattern approved by the Engineer. Paver blocks shall be laid on a laying course consisting of M-Sand / river sand bed. The Sand shall be placed in a moist but not saturated condition and shall be compacted so that a laying course thickness of 50 mm approximately is formed.

The paver blocks shall be subsequently laid on the laying course in the required pattern as directed by the Engineer-in-Charge and compacted using a plate compactor with a plate area of not less than 0.25 m². Compaction procedure shall start on one edge of the pavement and proceed towards the perimeter. Compaction shall then be done in overlapping rows on the rest of pavement. The procedure of compaction is repeated but in the opposite direction. All pavers will need to be exposed to at least two passes of the compactor. Compaction shall not be done within 3 ft. of an unrestrained edge. Broken pavers just behind the plate compactor shall be marked during compaction process and shall be removed with a paver extractor / manual means and replaced with new pavers and re-compacted.

After compaction of pavement and replacement of broken tiles and re-compaction of replaced pavers, joint sanding shall be done by way of spreading and sweeping, the dry sand and passing of the vibratory plate compactor. The process shall be continued until all joints are filled. Any excess sand shall be swept off from the pavement.

#### 15.4. Method of measurement of paver block laid

The total area of paver block laid, shall be divided into regular geometric shapes like square, rectangle etc., The area of each geometric shape shall be worked out by measuring the clear length and width, correct to the nearest centimetre. The total area of the flooring laid, shall be arrived at by summing up the areas of these geometric shapes and the total area shall be considered for payment. Any opening in the flooring having area more than 0.20 Sqm shall be deducted while calculating the areas. The quantities shall be rounded-off to two decimal points.

#### 15.5. Rates for paver block

The rate includes the cost of the material, labour, tools etc. required in all the operations described above.

#### **SOLID BLOCK WALL WORK**

#### 15.6. Scope of work under the item.

Providing and laying side walls of proposed approach road driveway in solid block masonry using precast solid blocks (factory made) of size 40x20x20 cm or nearest available size as approved by the Engineer-in-Charge conforming to IS 2185, in cement mortar 1:4 (1 part cement and 4 parts M-Sand) including striking joints, raking out excess mortar from joints, curing and shuttering etc.

#### 15.7. Incoming material Inspection

The inspection shall be made during material delivery, with proper manufacturer test certificates. If required, the size of blocks shall be measured at the site while receiving. The blocks shall be sound, free of cracks or other defects which interfere with the proper placing of block units, impair the strength or performance of the construction.

#### 15.8. Independent tests

If the Engineer-in-Charge orders for independent tests, the samples shall be taken before or immediately after delivery, at the option of the Engineer-in-Charge and the tests shall be carried out in accordance with this specification. The contractor shall supply free of charge the units required for testing. However, the **cost of testing** shall be <u>reimbursed</u> to the contractor upon providing the test results and original receipts of the tests.

#### 15.9. Handling and Storage of Materials

Blocks shall be delivered to site, off loaded as near to the point of use as practicable on a clean hard surface free from contamination by mud or surface water. Blocks shall be unloaded and carefully stacked. These shall not be thrown to the ground to avoid any damage.

#### 15.10. Laying

Prior to start of work, the work area where the wall to be constructed, shall be properly cleaned and levelled.

Block for the first course shall first be laid dry, that is without mortar over the PCC base, along a string lightly stretched between properly located locations of the wall in order to determine the correct position of the block and also adjust their spacing.

Thereafter, the blocks shall be laid on a full bed of mortar and all the joints shall be filled. The horizontal joints shall be of uniform thickness. Blocks shall be laid on edge on atleast 12 mm thick mortar of specified ratio bed and each block shall be properly bedded and set by gentle

tapping with trowel handle or wooden mallet. Its inside face shall be buttered with mortar, before the next block is laid and pressed against it.

The work shall proceed in such a way that every fifth or sixth perpend shall be aligned vertically and even out the size of intermediate joints. Joints shall be raked out as work proceeds, on all the faces to be plastered / rendered to provide for good key for coating. Striking shall be done on horizontal and vertical joints of the blocks wall. Unless specified otherwise, joint thickness shall be a minimum of 10mm.

Each course shall be carefully checked with a level or straight edge to make certain that the faces of the block are all in the same plane. This check-in is necessary to ensure a truly straight and vertical wall.

All face joints shall be raked to a minimum depth of 15 mm by raking tool during the progress of work when the mortar is still green so as to provide proper key for the plaster or pointing to be done.

Block wall shall be built within permissible deviations as specified or as per relevant IS codal provisions.

#### 15.11. Curing

Block work shall be protected from rain by suitable covering when the mortar is green. Block work in cement mortar, shall be kept constantly moist on all faces for a minimum period of seven days. Block work carried out shall be suitably marked indicating the date on which the work is done so as to keep a watch on the curing period.

#### 15.12. Method of measurement for Block Work

Block work shall be measured in cubic meters i.e length x breadth x thickness, each of these measured to nearest to a centimetre, unless otherwise specified and shall be deemed to be inclusive of mortar joints. Any extra work over the specified dimensions shall not be considered as part of measurements.

#### 15.13. Rates for Block work

The rate shall include the cost of materials and labour required for all the operations described above except the vertical reinforcement and its encasement in cement mortar or cement concrete, if any.

The rate shall also include the following

- ✓ Raking out joints or finishing joints flush as specified in the schedule of quantities as the work proceeds;
- ✓ Preparing tops of existing walls and the like for raising further new block work, if explicitly specified in schedule of quantities.

#### 16. PLASTERING

#### 16.1. Cement Plaster

The cement plaster shall be average 12 mm thick or thickness otherwise specified in the schedule of quantities.

#### 16.2. Preparation of Surface

The joints shall be raked out properly. Dust and loose mortar shall be brushed out. Efflorescence if any shall be removed by brushing and scrapping. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering is commenced.

#### 16.3. Mortar

The mortar of the specified mix using the type of sand / M-sand described in the item of SOQ shall only be used.

#### 16.4. Application of Plaster

To ensure even thickness and a true surface, plaster shall be done with bull mark of thickness of the plaster surface and placed horizontally at not more than 2 metres intervals over the entire surface to serve as gauges. The surfaces of these gauged areas shall be truly in the plane of the finished plaster surface. The mortar shall then be laid on the wall, between the gauges with trowel. The mortar shall be applied in a uniform surface slightly more than the specified thickness. This shall be brought to a true surface, by working a wooden straight edge reaching across the gauges, with small upward and sideways movements at a time. Finally, the surface shall be finished off true with trowel or wooden float according as a smooth or a sandy granular texture is required. Excessive troweling or over working the float shall be avoided.

When suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally and vertically. When recommencing the plastering, the edge of the old work shall be scrapped cleaned and wetted with cement slurry before plaster is applied to the adjacent areas, to enable the two to properly join together. Plastering work shall be closed at the end of the day on the body of wall. The plastering and finishing shall be completed within half an hour of adding water to the dry mortar.

No portion of the surface shall be left out initially to be patched up later on. The plastering and finishing shall be completed within half an hour of adding water to the dry mortar.

#### 16.5. **Curing**

Curing shall be started as soon as the plaster has hardened sufficiently. Care shall be taken not to be damage the plaster when watered. The plaster shall be kept wet for a period of at least 7 days. During this period, it shall be suitably protected from all damages at the contractor's expense and by such means as the Engineer-in-Charge may approve. The dates on which the plastering is done shall be legibly marked on the various sections plastered so that curing for the specified period thereafter can be watched.

#### 16.6. Finish

The plaster shall be finished to a true and plumb surface and to the proper degree of smoothness as required. The work shall be tested frequently as the work proceeds with a true straight edge not less than 2.5 m long and with plumb bobs. All horizontal lines and surfaces shall be tested with a level and all verticals with a plumb bob as the work proceeds.

#### 16.7. Precaution

Any cracks which appear in the surface and all portions which sound hollow when tapped, or are found to be soft or otherwise defective, shall be cut out in rectangular shape and redone as directed by the Engineer-in-Charge.

#### 16.8. Method of measurements for plaster work

Length and breadth shall be measured correct to a cm and its area shall be calculated in square metres correct to two places of decimal.

Thickness of the plaster shall be exclusive of the thickness of the key i.e. grooves, or open joints in brick work.

The measurement of wall plaster shall be taken between the walls or partitions (the dimensions before the plaster shall be taken) for the length and from the top of the floor or skirting to the ceiling for the height. Depth of coves or cornices if any shall be deducted.

#### 16.9. Rates for plastering work

The rate shall include the cost of all labour and materials involved in all the operations described above.

#### <u>खंड VI / Section VI</u>

# B. अनुमोदित निर्माताओं/निर्माताओं/सामग्री के ब्रांड की सूची। / List of approved makes / manufacturers / brands of materials.

SI.No	Description of Items	Approved Brands
1	Cement	Ultratech, A.C.C, Coramandal, or approved equivalent.
2	Ready Mix Concrete / RMC Plants	a) VRMX Concrete India Private Limited b) RDC Concrete India Pvt Ltd c) Ultratech Cement Limited d) ACC Limited or approved equivalent
3	Polymers & other chemicals required for structural repairs	Fosroc, Master Builders Solutions, Pidilite or approved equivalent
4	Joint Sealants and primers	Sika (Polysulphide sealant; Sika® Primer-3), Fosroc (Thioflex 600; Primer- 7) or approved equivalent
5	Reinforcing Steel / TOR Steel / TMT Steel	Tata Tiscon, Jindal Panther, JSW Neo Steel, SAIL, VIZAG, or approved equivalent
6	Joint filler boards	Supreme (DURAboardHD100) or approved equivalent
7	De-Shuttering Oil	Sika (Sika® Separol Plus, Sika® Release Oil), Fosroc (Fosroc Reebol) or approved equivalent

#### Note:

- 1) Equivalent means equivalent in Cost and Quality.
- 2) The tenderer shall quote his rates on the basis of the price of quality and grade of the product of the brand /make stipulated in the schedule of quantities and as described in the list of approved makes.
- 3) Bank reserves the right to select any of the brands indicated in the list of approved makes or alternate equivalent brand of the material other than the one specified in the list of approved makes. The decision of Engineer-in-Charge shall be final in this regard. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material.
- 4) In case of non-availability of the brand specified in the contract the Contractor shall approach Engineer-in-charge to acquiring alternate equivalent brand of the material subject to submission of documentary evidence of non- availability of the specified brand. Any additional expenditure and time because of this shall be solely on contractor's account and no claims whatsoever shall be entertained by the Employer in this regard.
- 5) List of RMC plants (located in Chennai) mentioned are based on Banks previous experience and are only indicative and not exhaustive. Any other RMC plant may be selected by the bidder /contractor with the approval of Engineer-in-Charge and shall be having Quality Council of India Certification.

Place:	Signature / Digital Signature of bidder
Date:	

## खंड VII / SECTION VII

## अनुसूची / SCHEDULES (A to H) <u>अनुसूची ए / SCHEDULE – A</u>

मात्रा की अनुसूची के लिए नोट्स (SOQ) / Notes for Schedule of Quantities (SOQ)					
1	The Schedule of Quantities shall be read in conjunction with the specifications, Tender drawings and bid documents. CONTRACTOR shall not rely merely on the description given in the Schedule of Quantities.				
2	Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for bidding. The actual quantities of work shall be ordered by Employer as shown on the final drawings released for Renovation. No claim shall be entertained from CONTRACTOR if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. The Engineer-incharge reserves the right to modify any aspect of the scope of Tender at any time during the course of work.				
3	The contractor shall fill his rates and amounts for all the items for the specified quantities indicated in Schedule of Quantity issued by the Employer.				
4	Quoted Prices shall be in I				
5	Rates and amounts shall be entered in both figures and words. Non-compliance of these conditions may render the Bid invalid at the discretion of the Employer.				
6	Unit Rates shall be submitted for all Items and they shall be firm for the entire duration of the contract and any approved extended period.				
7	The quantities of work actually carried out against each item shall be measured and paid at the rates quoted in the Schedule of Quantities where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.				
8	BIDDER shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.				
	Abbreviations used are as under:				
	i) No. Number				
	ii)	Cu.m	Cubic metre		
9	iii)	Sq.m	Square metre		
3	iv)	m	Metre		
	v)	LS	Lump sum		
	vi) MT Metric Tonne				
	vii)	Kg	Kilogram		

## अनुसूची बी / Schedule B

## सामग्री परीक्षण और गुणवत्ता आश्वासन योजना / Material Testing and Quality Assurance Plan

Contractor shall submit the detailed material testing and quality control plan as per the relevant IS codes and standards covering the entire scope of work as per schedule of quantity and specifications and on approval from Engineer-in-charge same shall be followed while executing the work.

## अनुसूची सी / Schedule C

## सुरक्षा कोड / SAFETY CODE

- 1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
- 2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground/floor.
- 4. No portable single ladder shall be over 8m in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used, an extra mazdoor shall be engaged for holding ladder.
- 5. The excavated material shall not be placed within 1.5m 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 materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- 10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 11. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed or 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 tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

## अग्नि सुरक्षा कोड / FIRE SAFETY CODE

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

## अनुसूची डी / Schedule D

## साइट पर बनाए रखने के लिए दस्तावेजों की सूची / LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

SI.	Description of the	Remarks	
No.	Document		
1	Contract Agreement.	Certified true copies of the contracts	
2	Drawings	As per contract	
3	Work Programme Chart	To be submitted by the successful bidder.	
4	Work instruction / Site order Book	For issue of instructions by Engineer-in-charge or his representative at site in the course of day to day supervision. This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Engineer-in-Charge or his representative, another by the contractor and the third copy shall remain in the book on which the compliance shall be recorded by Contractor after taking required action.	
5	Material at site Register	To record the material received and issued by on daily basis by the contractor.	
6	Labor Report and Daily Progress Report (DPR)	To record the labour and DPR by the contractor, as per contract	
7	Test Reports/ certificates for Materials/ equipment		
8	Measurement Book	To record measurements of works	
9	File and Register for Extra/Variation Order	To maintain record of extra/ variation items	
10	Hindrance register  Log Book of defects	For recording the details of hindrances, reasons & its clearance with time period jointly signed by the Site Engineer/ Engineer-in-charge representative and the contractor's representative  To record defects noticed during inspection	
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## अनुसूची ई / Schedule E

# (खंड III) - बोलीदाताओं के लिए सामान्य नियम और निर्देश (पूर्व योग्यता मानदंड सहित) - सूचना (Section III) - General Rules and Instructions to Bidders (including prequalification criteria) - Information

Bids in Two Bids System	2	Tender Inviting Authority Smt. Uma Sankar Regional Director Reserve Bank of India Estate Department Fort Glacis, 16, Rajaji Salai Chennai-600001 Tel No.: 044 - 2539 9250 E Mail id: estatechennai@rbi.org.in  Name of the Work: Construction of concrete and paver block
		road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai Estimated cost of work: ₹ 70 Lakh
	2, 14	Due Date and Time for submission of e-Tender/ August 08, 2023 upto 15:00 Hrs  Tender submission mode: e-Tender
e-Tender truncation (or transaction) fee	4 (ii)	e-Tender transaction fee shall be paid in the MSTC Website as applicable, as detailed in schedule H.
Earnest Money Deposit (EMD)	4(iii ) an d 11	EMD of ₹1,40,000/- in the form of NEFT or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tender inviting authority on or before August 08, 2023 upto 14:00 Hrs  EMD can also be remitted to Reserve Bank of India Account of on or before August 08, 2023 upto 14:00 Hrs  The account details for NEFT transactions are as under:  Beneficiary Name: RBI CHENNAI  IFSC: RBISCOCNPA01  Account No: 186003001  Proof of remittance indicating transaction number and other details (scanned copy) shall be uploaded on Bank's approved etender portal along with other tender documents and the same shall also be sent via email to estatechennai@rbi.org.in
Clarifications and pre-Bid Meeting	5	<b>Date and Time of Pre-Bid Meeting</b> – July 26, 2023 at 11:00 Hrs. Venue - Estate Department, 2 <sup>nd</sup> Floor, Reserve Bank of India, Fort Glacis, 16, Rajaji Salai, Chennai-600001.
Opening of Bids	16	Date of opening of tenders/bids (Part-I) - August 08, 2023 at 15:30 Hrs
Bid validity	17	Bid validity – 90 days from the date of opening of the bid
Time for Completion of	23	<b>Time allowed to complete the work</b> : 90 days from the 10 <sup>th</sup> day of written work order.
work	<u> </u>	

## अनुसूची एफ / Schedule F

## अनुबंध की सामान्य शर्तें (धारा IV) – सूचना / General Conditions of the Contract (Section IV) – Information

r block Nagar		
ech) /		
Estate		
rofits -		
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t price		
•		
Authority for fixing compensation under clause 2: Regional Director		

	Cototo I	Don a whom a not		
	Estate Department			
	Fort Glacis, 16, Rajaji Salai Chennai-600001.			
	(i)	Compensation at the rate 0.25% of the accepted contract amount		
		per week, subject to maximum of 10% of the accepted contract		
	(11)	amount.		
	(ii)	Not applicable		
	CLAUSI	<u> </u>		
Time and	Date of	commencement: 10 <sup>th</sup> day from the date of award of work		
Extension for	Time a	Time allowed for completion of work: <b>90 days</b> from the date of		
Delay		ncement.		
	(i)	Recovery is Not Applicable		
	5.3,	Regional Director		
	5.4	Reserve Bank of India		
	0.4	Estate Department		
		Fort Glacis, 16, Rajaji Salai		
		Chennai-600001.		
	CLAUSI	E 6 or CLAUSE 6A		
Measurements	Clause	applicable – 6A		
of Work Done				
	CLAUSI	<del>-</del>		
Payment on Gross value of work done together with net payment/				
Interim		adjustment of advances for material collected, if any, since the last		
Certificate to be		such payment eligible for raising Running Account bill (Interim		
Regarded as Advances		payment) - <b>₹ 20 Lakh</b>		
Advances		Retention percentage for Interim Certificates - 5% from every bill		
		Total Retention Money - 5% of the Contract Price plus 5%		
		Performance Bank Guarantee.		
		Retention period for the Retention Money - up to successful		
		completion of Defects Liability Period (DLP)		
		Installment due after Completion - Performance Bank Guarantee		
		submitted by contractor towards Performance		
		Period of honoring interim certificates-1 month from the date of		
		receipt of complete bill along with all the documents as specified in		
		Special Conditions of Contract.		
A .: .	CLAUSE 11 A			
Action in case	, , ,			
Work not done as	regional Endstein			
per Specifications	Reserve Bank of India			
Estate Department		•		
Fort Glacis, 16, Rajaji Salai,				
	Chennai-600001 CLAUSE 12			
	CLAUSI	= 12		

	Deviation limit beyond which clause 12.2 C shall apply - 25% beyond the
Deviations/ Variations Extent and Pricing	tender item quantity specified in the Schedule of Quantity
Deviation -	
Deviated	
Quantities and	
Pricing	CLAUSE 17
Contractor Liable	Defects Liability Period - 12 months from the date of completion and handing over
for Damages,	the Completion Certificate to the Employer
defects during	, and the same of
defect liability	Competent Authority for deciding reduced rates:
period	Regional Director
	Reserve Bank of India
	Estate Department
	Fort Glacis, 16, Rajaji Salai,
	Chennai-600001
	CLAUSE 25
Settlement of	Competent Authority for referring the dispute:
Disputes &	Regional Director
Arbitration	Reserve Bank of India
	Estate Department
	Fort Glacis, 16, Rajaji Salai,
	Chennai-600001
	Place of Arbitration - Chennai, Tamil Nadu, India
	CLAUSE 31
	Bank will made available water and electricity power supply required at one
Water and	point free of charge. Contractor shall arrange to make arrangement for
Electric power	connection with safety fixtures.
supply for work and Alternate	dofficetion with safety fixtares.
water supply	
arrangements	
	CLAUSE 33
Insurance in	Contractor shall take following Insurance Policies:
respect of	1) Contractor's All Risk Policy for the full Contract Value for entire Contract
damages to	Period
Persons and	2) Workmen Compensation Policy for all workmen deployed at site
Property	3) Third Party Liability Policy as per following details:
	a) For injury to persons – Rs 2 Lakh per person per accident
	b) For damage to property – Rs 5 Lakh per accident Subject to overall ceiling as per extant Insurance guidelines
	CLAUSE 34
Emple was a f	
Employment of Technical Staff and employees	Minimum required Personnel at site shall be as below, failing which recovery at the specified rates as below shall be effected from the contractor:

Sr. No.	Designation	Minimum No. of personnel	Minimum Professional/T echnical Qualification	Minimum years of Relevant Experience	Rate of recovery per head per day for non-compliance
1	Site supervisor* (Civil) (Full time)	1	B.E./ B.Tech./ Diploma	2	₹ 1000/-

Note - \* Project Manager shall be posted to site during the progress of work as and when required.

## अनुसूची जी / Schedule G हरित भवन आवश्यकताएँ / GREEN BUILDING REQUIREMENTS

Reserve Bank of India (RBI) intend to follow Indian Green Building Council (IGBC) norms for Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai. IGBC norms involve complying with the green building specification like using of certain green materials, following of sustainable procedures and certain measures during the captioned work, as spelt out in this document. The contractor shall ensure to comply the material specifications/ works as per Schedule of Quantities for the respective items and all the work procedures/ processes as specified in this schedule.

To comply with Green Building requirement, wherever called for, the Contractor shall provide necessary documents / drawings issued by the manufacturers and this document shall generally cover test certificates, Letter of authorization in terms of standards, thermal values, and relevant data, MSDS, write-ups / detailed description of the particular material / equipment, as stipulated by the Engineer-in-charge prior to ordering the materials and after the supply of materials or at appropriate stages.

The contractor shall verify with the Engineer-in charge regarding the correctness of the green specification before ordering and procurement of materials and equipment supplied to the work.

If the material specifications, the drawings and the relevant documents do not meet the specified norms; it shall be the sole responsibility of the contractor to satisfy the specified Green norms by replacing the materials / equipment with the prior approval of the Engineer-in-charge.

Site measures during the construction like

- 1) top soil preservation wherever directed,
- 2) protecting existing site features / trees
- 3) storm water management during the construction
- 4) Dust prevention, noise prevention as per the local municipal norms are the sole responsibility of the contractor.

Place:	Signature / Digital Signature of bidder
Date:	

## अनुसूची एच / Schedule H

# ई-निविदा के लिए महत्वपूर्ण निर्देश / IMPORTANT INSTRUCTIONS FOR e - TENDER ईप्रोक्योरमेंट के लिए महत्वपूर्ण निर्देश-

बोलीकर्ताओं से अनुरोध किया जाता है कि ऑनलाइन निविदा प्रस्तुत करने से पहले इस निविदा की शर्तों को पढ़कर समझें।

## ई-निविदा की प्रक्रिया:

A) पंजीकरण: एमएसटीसी ई- प्रोक्यूरमेंट पोर्टल में वेंडर का पंजीकरण किए जाने की प्रक्रिया शामिल है जो कि निशुल्क है। पंजीकरण के बाद ही,वेंडर अपनी बोली इलेक्ट्रॉनिक रूप से प्रस्तुत कर सकते हैं। तकनीकी बोली और साथ ही वाणिज्यिक बोली के प्रस्तुतिकरण के लिए इलेक्ट्रॉनिक बोली लगाना इंटरनेट पर ही किया जाएगा। वेंडर के पास श्रेणी III साइनिंग टाइप डिजिटल प्रमाणपत्र होना चाहिए। बोली लगाने के लिए वेंडरों को अपनी तरफ से इंटरनेट सुविधा युक्त कंप्यूटर की व्यवस्था करनी होगी। ऐसी व्यवस्था उपलब्ध कराने के लिए एमएसटीसी उत्तरदायी नहीं है। (बिना डिजिटल हस्ताक्षर के बोलियां रिकार्ड नहीं की जाएंगी।)

विशेष नोट: तकनीकी बोली और वाणिज्यिक बोली को www.mstcecommerce.com/eprochome/rbi के माध्यम से ऑनलाइन ही प्रस्तुत करें।

- 1) वेंडरों को निम्न पर अपना पंजीकरण कराना आवश्यक है। <u>www.mstcecommerce.com</u> => e-Procurement => PSU/Government departments => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) पंजीकरण फार्म भरते समय दिए गए ई-मेल आईडी पर वेंडर को पंजीकरण संबंधी पुष्टि की सूचना देते हुए सिस्टम जिनत मेल प्राप्त होगा। किसी भी तरह के स्पष्टीकरण के लिए वेंडर आरबीआई/ एमएसटीसी से संपर्क कर सकते हैं, (ई-निविदा के निर्धारित समय से पहले)

## संपर्क व्यक्ति (आरबीआई – कार्य समय के दौरान ही)

- श्री राजेश एन पै (सहायक महाप्रबंधक, संपदा विभाग) 044-2539 9250/ (rajeshnpai@rbi.org.in)
- श्री के जी रमेश (सहायक प्रबंधक, संपदा विभाग)
   044-2561 9851/ 2539 9040/ (kgramesh@rbi.org.in)

## संपर्क व्यक्ति (एमएसटीसी लि. - केवल कार्यालय समय के दौरान):

- श्री षण्मुगम 9176397264 –
   ई :मेल आईडी-<u>nshanmugam@mstcindia.co.in</u>
- श्री जे दामोदरन -9841002253 ईमेल आईडी-: jdamodaran@mstcindia.co.in
- एमएसटीसी हेल्प लाइन :9499054101/2/3/4 ई-मेल आईडी: <u>helpdesk@mstcindia.co.in</u>

गूगल हैंगआउट आईडी – (टेक्स्ट चैट के लिए) - mstceproc@gmail.com

## B) सिस्टम आवश्यकताएं:

- i) विंडोज़ ७ या उससे ऊपर का ओपरेटिंग सिस्टम
- ii) आईई-7 और उससे ऊपर का इंटरनेट ब्राउजर
- iii) साइनिंग टाइप का डिजिटल हस्ताक्षर

- iv) सिस्टम में नवीनतम अद्यतन किया गया JRE 8 (x86 Offline) सॉफ्टवेयर जिसे डाउनलोड करके सिस्टम में इंस्टॉल किया जाए। साइनर बॉक्स में DSC के प्रकटीकरण के लिए "Protected Mode" को डिस्बेल करने के लिए निम्नलिखित सेटिंग्स करें -
- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". अन्य सेंटिंग्स:
- Tools => Internet Options => General => Click on Settings under "browsing history / Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". सभी active X controls और 'use pop up blocker' को डिसेबल करने के लिए Tools—Internet Options—custom level (Please run IE settings from the page www.mstcecommerce.com once)

'तकनीकी-वाणिज्यिक बोली' और 'मूल्य बोली' www.mstcecommerce.com/eprochome/rbi पर ऑनलाइन ही प्रस्तुत करनी होंगी। निविदाएं विनिर्दिष्ट तारीख और समय पर इलेक्ट्रॉनिक रूप से ही खोली जाएंगी।

निविदा में सभी प्रविष्टियां बिना संदिग्धार्थ के ऑनलाइन तकनीकी एवं वाणीज्यिक फोर्मेट में की जानी चाहिए।

## लेन-देन शुल्क संबंधित विशेष नोट:

वेंडर लॉगिन में "My Menu" लिंक के तहत दिए गए "Transaction Fee Payment" द्वारा वेंडर लेन-देन शुल्क का भुगतान करेंगे। वेंडर को ईवेंट ड्रापडाउन बॉक्स से निविदा का चयन करना होगा। वेंडर को या तो एनईएफटी अथवा नेट बैकिंग के माध्यम से भुगतान करने की सुविधा उपलब्ध होगी।एनईएफटी का चयन करने पर वेंडर द्वारा फार्म भरे जाने पर एक चालान जितत होगा। वेंडर चालान में प्रिंट किए गए ब्यौरे के अनुसार उसमें बिना परिवर्तन किए लेन-देन शुल्क का भुगतान कर करेंगे। ऑनलाइन पेंमेट चुनने पर निविदाकर्ता को अपने डेबिट/क्रेडिट कार्ड/नेट बैकिंग से भुगतान करने के प्रावधान उपलब्ध होगें।एमएसटीएस के पदनामित बैंक खाते में एकबार भुगतान जमा हो जाने के बाद, लेनदेन शुल्क स्व प्राधिकृत हो जाएंगे और वेंडर को सिस्टम जित मेल की प्राप्ति होगी। लेन-देन शुल्क अप्रतिदेय है। वेंडर लेन-देन शुल्क का भुगतान किए बिना ऑनलाइन ई-निविदा एक्सेस नहीं कर पाएगा।

## <u>ध्यान दें</u>

बोलीकर्ताओं को सूचित किया जाता है कि वे कार्य के समापन समय से पर्याप्त पहले अग्रिम रूप से लेन-देन फीस प्रेषित करें ताकि उन्हें बोली जमा करने के लिए पर्याप्त समय मिल सके।

निविदा प्रदान किए जाने तक निविदा की पूरी प्रक्रिया के दौरान अपलोड की गई निविदाओं /शुद्धिपत्रों के बारे में जानकारी केवल ईमेल द्वारा भेजी जाएगी। इसलिए वेंडरों को यह सुनिश्चित करना आवश्यक है कि एमएसटीसी के साथ अपना पंजीकरण कराते समय उनके द्वारा दी गई ईमेल आईडी वैध और अद्यतन है। वेंडरों से यह भी अनुरोध है कि वे अपने डीएससी (डिजिटल हस्ताक्षर प्रमाणपत्र) की वैधता सुनिश्चित करें।

एनआईटी में उल्लिखित नियत तिथि और समय के बाद ई-निविदा को एक्सेस नहीं किया जा सकता।

## <u>ई-निविदा में बोली लगानाः</u>

a) ₹1,40,000/- की राशि के लिए **बयाना जमाराशि ईएमडी**, एनईएफटी के माध्यम से, इच्छुक बोलीदाताओं द्वारा **08 अगस्त, 2023 को दोपहर 14:00 घंटे** या उससे पहले भारतीय रिज़र्व बैंक के बैंक खाते में प्रेषित की जाएगी, जिसका विवरण नीचे दिया गया है ।

#### टिप्पणी:

₹10 लाख से कम के अनुमानित अनुबंध मूल्य के लिए, सूक्ष्म और लघु उद्यमों (MSEs) को जीवित उद्यम पंजीकरण प्रमाणपत्र (उद्योग आधार ज्ञापन) प्रस्तुत करने के अधीन निविदा की भागीदारी के समय EMD राशि जमा करने से छूट दी गई है। हालांकि, निविदा के भाग। और॥ को खोलने के बाद, MSE L1 बोलीदाता को आवश्यक EMD राशि भेजनी चाहिए।

लाभार्थीकानाम :आर.बी.आई.चेन्नै आईएफएससी :RBIS0CNPA01 खाता संख्या :186003001

लेनदेन संख्या अपलोड किया जाए। बोलीकर्ताओं को /के साथ प्रेषण का प्रमाण संलग्न (स्कैन की गई प्रति) के साथ धन प्रेषण का साक्ष्य (स्कैन प्रति) देन संख्या-सूचित किया जाता है कि वे लेन estatechennai@rbi.org.in पर भी भेजें।

इच्छुक बोलीकर्ता नियत तारीख से पहले बैंक द्वारा निर्धारित प्रारूप अनुलग्नक)॥) में भारतीय रिज़र्व बैंक के पक्ष में आहरित अनुसूचित बैंक द्वारा जारी डिमांड ड्राफ्ट या बैंक गारंटी के रूप में भी ईएमडी जमा कर सकते हैं और ऊपर निर्धारित समय। जिन बोलीदाताओं ने आवश्यक ईएमडी जमा नहीं की है, उनकी निविदाओं पर बैंक द्वारा विचार नहीं किया जाएगा।

बोलीदाताओं द्वारा जमा की गई ईएमडी पर कोई ब्याज देय नहीं होगा। असफल बोलीदाताओं की ईएमडी निविदा आमंत्रित करने वाले प्राधिकारी द्वारा यथासमय वापसवापस कर दी जाएगी। सफल बोलीदाता द्वारा / भुगतान की गई ईएमडी संविदा के कर**ार के सफल निष्पादन और सफल विक्रेता द्वारा नीचे दिए** गए अनुसार स्वीकृत संविदा मूल्य के %5 के लिए कार्यनिष्पादन बैंक प्रतिभूति गारंटी प्रस्तुत करने के बाद बिना किसी ब्याज के जारी की जाएगी।

- b) इस प्रक्रिया में 'तकनीकी वाणिज्यिक-बोली' और 'मूल्यगत बोली' जमा करने के लिए इलेक्ट्रॉनिक बोली-प्रक्रिया शामिल है।
- c) वेंडर जिन्होंने लेन-देन शुल्क जमा किया है केवल वे ही एमएसटीसी की वेबसाइट www.mstcecommerce.com → e-procurement →PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event →Selection of the live event के माध्यम से बोलियां प्रस्तुत कर सकते हैं।
- d) वेंडरों के पास रिनंग जावा एप्लिकेशन होना चाहिए। बोली फ्लोर के शुरू होने के तुरंत बाद ही यह कार्य किया जाना है। उसके बाद उन्हें सामान्य शर्तें/ वाणिज्यिक विनिर्देशन भर कर उन्हें सेव करना होगा। इसके बाद वे 'तकनीकी वाणिज्यिक-बोली' पर क्लिक करें। यदि यह जावा एप्लीकेशन काम नहीं कर रहा है तो वेंडर अपनी 'तकनीकी वाणिज्यिक-बोली' को सेव/ प्रस्तुत नहीं कर पाएंगे।
- e) 'तकनीकीवाणिज्यिक बोली-' भरने के बाद, वेंडरों को उसकी रिकॉर्डिंग के लिए 'सेव' पर क्लिक करना होगा। एक बार 'मूल्यगत बोली' की लिंक एक्टिव हो जाती है और विवरण भर दिया जाता है तो वेंडरों को 'मूल्यगत बोली' को रिकार्ड करने के लिए "सेव" पर क्लिक करना होगा। 'तकनीकीवाणिज्यिक बोली-' और 'मूल्यगत बोली' दोनों को सेव करने के बाद, वेंडरों को बोलियां पंजीकृत करने के लिए "फाइनल सबिमशन" बटन पर क्लिक करना होगा।
- f) निविदा के भाग। (तकनीकी-वाणिज्यिक बोली) के दस्तावेज़ों को जहां विवरण भरे और हस्ताक्षरित किए जाते हैं, अपलोडेड निविदा दस्तावेज़ें, विवरण भरे, हस्ताक्षरित और अपलोड किए गए, से डाउनलोड किए जा

- सकते हैं।वेंडरों को दस्तावेजों को अपलोड करने के लिए 'Attach Doc' बटन का उपयोग करने का निर्देश दिया जाता है। एक से अधिक दस्तावेज अपलोड किए जा सकते हैं।
- g) सभी मामलों में, वेंडरों को अपनी बोलियां जमा करते समय डिजिटल हस्ताक्षर के साथ अपने आईडी और पासवर्ड का उपयोग करने के बारे में सूचित किया जाता है।
- h) संपूर्ण ई-निविदा प्रक्रिया के दौरान, निविदाकर्ता पूरी तरह से एक दूसरे से और हर किसी के लिए भी अज्ञात रहेंगे।
- i) ई-निविदा फ्लोर पूर्व घोषित दिनांक और समय से और ऊपर वर्णित अवधि के लिए खुला रहेगा।
- j) ई-निविदा प्रक्रिया के दौरान जमा की गई सभी इलेक्ट्रॉनिक बोलियां वेंडर पर कानूनी रूप से बाध्यकारी होंगी। किसी भी बोली को उस वेंडर द्वारा दी गई वैध बोली के रूप में माना जाएगा और 'खरीदार' द्वारा इसके स्वीकृत किए जाने का तात्पर्य 'खरीदार' और 'वेंडर' के बीच कार्य के निष्पादन के लिए बाध्यकारी संविदा है।
- सभी बोलियां डिजिटल हस्ताक्षर प्रमाण पत्र के साथ जमा की जानी अनिवार्य हैं अन्यथा सिस्टम द्वारा इन्हें स्वीकार नहीं किया जाएगा।
- (खरीदार' के पास बिना कोई कारण बताए निविदा को रद्द या अस्वीकार करने या स्वीकार करने या वापस लेने या निविदा को पूर्ण रूप से या उसके भाग में विस्तार करने का अधिकार सुरक्षित है।

निविदा के भाग-। के खोले जाने के बाद निविदा दस्तावेज के नियम और शर्तों में किसी प्रकार का विचलन स्वीकार्य नहीं है। किसी भी वेंडर द्वारा ई-निविदा फ्लोर में बोली जमा करना निविदा के लिए नियमों और शर्तों की स्वीकृति की पुष्टि करता है। इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा। निविदा आमंत्रित करने वाले प्राधिकारी को बिना कोई कारण बताए इस ई-निविदा को रद्द करने या बोली (यों) की प्राप्ति की निर्धारित तिथि में विस्तार करने का अधिकार है।

वेंडरों से अनुरोध है कि बोली लगाने से पहले अपने आपको सिस्टम से परिचित करवाने के लिए वेंडर गाइड को पढ़ लें और पृष्ठ www.mstcecommerce.com/eprochome में वीडियो देखें।

बोलीदाताओं से अनुरोध है कि वे 'वर्क्स कॉन्ट्रैक्ट' पर जीएसटी के बिना दरें उद्धृत करें और सिस्टम द्वारा स्वचालित रूप से जोड़ दिया जाएगा। इस प्रकार, GST सिहत सिस्टम में दिखाई गई अंतिम कुल राशि अंतिम बोली राशि होगी। निविदा खुलने के बाद उद्धृत दरों में कोई परिवर्तन स्वीकार नहीं किया जाएगा।

#### IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

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

#### **Process of e-tender:**

A) Registration: The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his / their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

<u>Special Note:</u> The Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/eprochome/rbi

- 1. Vendors are required to register themselves online with <u>www.mstcecommerce.com</u> => e-Procurement => PSU/Government departments => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2. Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e- tender.

#### **Contact Persons (RBI - During Office Hours only):**

- 1. Shri. Rajesh N Pai (Assistant General Manager, Estate Department) 044-2539 9250/ (rajeshnpai@rbi.org.in)
- 2. Shri. K G Ramesh (Assistant Manager, Estate Department) 044-2561 9851/2539 9040 (kgramesh@rbi.org.in)

#### **Contact Persons (MSTC Ltd - during office hours only):**

1. Shri. Shanmugam - 9176397264

Email id: <a href="mailto:nshanmugam@mstcindia.co.in">nshanmugam@mstcindia.co.in</a>

2. Shri. J Damodaran- 9841002253

Email id: jdamodaran@mstcindia.co.in

3. MSTC Help Line:9499054101/2/3/4 Email id: helpdesk@mstcindia.co.in

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

#### B) System Requirements:

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type Digital Signature
- iv) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.

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

• Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".

#### Other Settings:

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

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

The 'Techno-Commercial Bid' and the 'Price Bid' shall have to be submitted online at <a href="https://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>. Tenders will be opened electronically on specified date and time as given in the tender.

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

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

The vendors shall pay the transaction fee using "Transaction Fee Payment" link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized, and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

#### Note:

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

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

E-tender cannot be accessed after the due date and time mentioned in NIT.

#### Bidding in e-tender:

a. Earnest Money Deposit for a sum of ₹1,40,000/-, shall be remitted through NEFT, by the intending bidders on or before 14:00 Hrs on August 08, 2023 to the Bank Account of Reserve Bank of India, the details of which are given below.

#### Note:

For estimated contract value of below ₹10 lakh, Micro and Small Enterprises (MSEs) are exempted from submission of EMD amount at the time of participation of tender subjected to submission of live Udyam Registration certificate (Udyog Aadhar Memorandum). However, after opening part I & II of the tender, MSE L1 bidder should remit the required EMD amount.

**Beneficiary Name: RBI CHENNAI** 

IFSC: RBIS0CNPA01 Account No: 186003001

Intending bidders shall send the proof of remittance with transaction number (scanned copy) to <a href="mailto:estatechennai@rbi.org.in.">estatechennai@rbi.org.in.</a>

Intending bidders may also remit the EMD in the form of a Demand Draft or a Bank Guarantee, issued by a scheduled bank drawn in favour of the Reserve Bank of India, in the format prescribed by the Bank (Annexure II) before the due date and time prescribed above. Tenders of those bidders who have not submitted the required EMD will not be considered by the Bank.

No interest will be paid on the EMD remitted by the bidders. EMD of the unsuccessful bibbers will be refunded / returned by the tender inviting authority in due course. The EMD paid by the successful bidder shall be released without any interest after successful execution of the contract agreement and submission of **Performance Bank Security Guarantee for 5% of the accepted Contract Value** as provided herein below, by the successful vendor.

- b. The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- c. The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website <a href="www.mstcecommerce.com">www.mstcecommerce.com</a> => e-procurement => PSU/Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- d. The vendor should have running JAVA application. This exercise must be done immediately after opening of Bid floor. Then they must fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e. After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f. Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- g. In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h. During the entire e-tender process, the vendors will remain completely anonymous to one another and to everybody else.
- i. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j. All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- k. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- I. 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

No deviation of the technical and commercial terms & conditions of the tender document is acceptable after opening of Part I of the tender. Further, submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof. Bidders are requested to read the vendor guide and see the video in the page <a href="www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

Bidders are requested to quote rates without G.S.T on 'Works Contract' and the same will be added automatically by the system. Thus, the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

I/We hereby declare that I/we have read and understood the information provided in Schedule A to Schedule H above.

Place:	
	Signature of bidder with seal
Date:	

## खंड आठवीं / Section VIII

## अनुबंध को विभिन्न खंड और अनुसूचियां की सूची / LIST OF ANNEXURES TO VARIOUS SECTIONS AND SCHEDULES

## अन्लग्नक 1 / Annexure 1

## पूर्व-योग्यता/पात्रता मानदंड प्रपत्र / Pre-qualification/Eligibility Criteria forms

#### Format 1

#### **Basic Information**

1(a)	Name of the Contractor/firm	
2.	Details of registration of the firm: whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Co-operative Body etc. or MSME Registration etc., (upload the relevant documents in support thereof)	
2(a)	Name of the proprietor or Partners/ directors of the organization/firm:	
2(b)	List of Technical personnel may be as per format 1A and uploaded	
3(a)	Registered Address:	
3(b)	Address for correspondence	
4(a)	Contact Person	
4(b)	Designation	
4(c)	Telephone :	
4(d)	Mobile no.	
4(e)	FAX/Tele-fax:	
4(f)	e-mail id	
5(a)	(i). GST Registration details and no. (ii). PAN no (Upload relevant documents)	
5(b)	Details of registration of labour, ESI, EPF if any	
5(c)	Whether registered with Govt/ semi govt/ municipal corporation or any other public organizations	

6	Number of years of experience of contractor / Firm of contractor in the field. (Upload relevant documents as per Format 2)	
7	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Bank's proposed work :	
8	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof.	
9	Has the agency or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the project and reasons for abandonment.	
10	Has the agency or any constituent partner in case of partnership firm, ever been debarred /black-listed for competing in any organization at any time? If so, give details	
11	Has the agency or any constituent partner in case of partnership firm, ever been convicted?	
12.	Whether the agency is involved in frequent civil suit /litigations in the contracts/being executed now. If yes please furnish the details in proforma given below.	Yes / No

SI no	Name of the project and Employer	Nature of work	Work order No and Date	Present stage of work	Value of contract	Brief details of litigation
1.	2.	3.	4.	5.	6.	7.

Signature of bidder

Date and Place

Name & Designation

Office Seal

Format 1A

## List of Technical Personnel, Giving Details about their Technical Qualifications, Experience including that in RBI

Sr. No.	Name	Age	Qualifications	Construction experience	Nature of works handled	Name of the projects handled costing more than ₹ lakh	Date from which employed in your organisation	Indicate special experience (if any) such as Advanced Construction management techniques like CPM/PERT and indicate projects in which such techniques were employed if any
1.	2.	3.	4.	5.	6.	7.	8.	9.

Format 2

# पिछला कार्य अनुभव / PREVIOUS WORK EXPERIENCE ठेकेदार/फर्म द्वारा निष्पादित महत्वपूर्ण समान कार्यों की सूची (1 जून, 2018 को या उससे पहले पूर्ण किए गए कार्यों सहित) / List of important similar works executed by the contractor/firm (including works completed prior to on or before June 1, 2018)

SI	Name of	Nature of	Name of the	Cost	f work	I	Perio	od of complet	ion	Reason	Whether	Litigation/	Any
no	similar work	work	owner/ client							for	work was	Arbitratio	other
	and location	involved in the contract (e.g. Renovatio n of office building, residential quarters).	and Architect. Also indicate whether Government or Semi- Government or Private Body with full postal address.	Contract Amount ( ₹ lakh)	Actual value of work done ( in ₹ lakh)	Date commer ement work	of nc of	Scheduled date of completio n	Actual date of completi on	delay, if any	left incomplete or contract was terminated from either side?	n, if any with details.	relevant informat ion.
1.	2.	3.	4.	5 a	5 b	6a		6b	6c	7	8	9	10

#### Note:

- Details to be furnished along with relevant documents and shall be uploaded along with Part I.
- 2. This work list is for reckoning minimum 5-year experience as specified in SI. No B of Pre-Qualification document.

Format 2A

## महत्वपूर्ण समान कार्यों की सूची 'ऑन हैंड'/ List of important similar works 'On Hand'

S	Name of the wok	Nature of	Name of the owner	Contract	Completion Period		Present stage of	Any other relevant
					Compictio	ii i chod		_
no	and location	work involved	and Architect	Amount in ₹			work with reasons	information
		in the	\A/b o th o #				if the work is	
		contract	Whether				getting delayed	
			Government or					
			Semi- Government		Stipulate	Expected		
			or Private Body		d			
			with full postal					
			address.					
			addicss.					
1	2	3	4	5	6(a)	6(b)	7	8
						, ,		

Format 3

# 01 जून 2018 से 31 मई 2023 को समाप्त पिछले पांच वर्षों के दौरान पूर्ण किए गए समान पात्र/कार्यों (अर्हता) का विवरण (पूर्व-योग्यता मानदंड में निर्दिष्ट न्यूनतम मूल्य से अधिक की लागत वाले कार्य) Details of similar eligible work/s (qualifying) completed during last five years ending May 31, 2023, from June 01, 2018 (The work/s costing above the minimum value specified in pre-qualification criteria)

SI no	Name of	Nature of	Name of the	Name, e-mail	Cost of	work	Period o	of complet	ion	Reaso	Whether	Litigatio	Any
	similar work	work	owner/	ID,				-		n for	work was	n/Arbitr	other
	and location	involved in	client and	• •			Data	Cabad	A -41	delay,	left	ation, if	relevant
		the	Architect.	land line			Date	Sched	Actual	if any	incomplete	any	informat
		contract	Also	and	Contr	Actual	of	uled date of	date		or contract	with	ion.
		(e.g.	indicate	mobile)	act	value	comm encem	comple	of compl		was	details.	
		Renovatio	whether	nos., Fax	Amou		ent of	tion	etion		terminated		
		n of office	Governmen t or Semi-	no. of the contact	nt (₹	work	work	11011	Clion		from either side?		
		buildings/ residential	Governmen	executive (	lakĥ)	done	WOIK				Side!		
		quarters).	t or Private	the person	,	( in ₹							
		quartoro).	Body with	of bidders		lakh)							
			full postal	client who									
			address.	can be									
				contacted									
				by the bank									
				in case it is									
				SO									
				needed).									
1.	2.	3.	4.	5.	6	6b	7a	7b	7c	8	9	10	11
					а								

## Note:

- 1. This list of work is for each qualifying works as specified in section C of Pre-qualification criteria.
- 2. For each of the qualifying works, client certificate as per Format 3A shall be uploaded

#### Format 3A

## ग्राहक का प्रमाणपत्र पंजीकरण। ठेकेदार का प्रदर्शन (ग्राहक के लेटर हेड पर) / CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR (On Client's Letter Head)

	lame and address of the Client Details of works executed by M/s. / Shri	
L	retails of works executed by M/s. / Shin	
1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4.	Date of commencement of work	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Details of compensation levied for delay (indicate amount) if any:	
8.	Gross amount of the work completed and paid	
9.	Name and address of the authority under whom works executed:	
10.	Whether the contractor employed qualified Engineer during execution of work?	
11.	i) Quality of work (indicate grading)	
	(ii) Amt. of work paid on reduced rates, if any.	
12.	12. i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13.	13. Comments on the capabilities of the contractor.	
	a) a) Technical proficiency	
	b) b) Financial soundness	
	c) c) Mobilization of adequate T&P	
	d) d) Mobilization of manpower	
	e) e) General behavior	

## Signature of the Reporting Officer\* with Office seal

Note: (i) All columns should be filled in properly

<sup>\*</sup> Clients Report/certificate (a) for each of qualifying similar completed works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank (b) for each of the qualifying similar completed works carried out for Private companies shall accompany Tax deduction at source, TDS certificate has to be submitted for proving the credentials/contract amount.

#### Format 4

## वित्तीय जानकारी / FINANCIAL INFORMATION

		Financial Year							
Sr.no.	Details	2019-20	2020-21	2021-22					
		₹ in lakh	₹ in lakh	₹ in lakh					
1	Gross Annual financial turn over certified by Charted Accountant.								
2	Profit/ Loss								

#### Note:

- i. Statement shall be supported by figures in balance sheet/ profit & loss account with copies of audited annual financial statements/ accounts of the business of the bidder duly certified by a Charted Accountant. The Income Tax Clearance Certificates / Income Tax Assessment orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant, as a proof of creditworthiness.
- ii. Upload supporting documents

#### Format 5

# FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK (On Bankers' Letter Head)

To,
Smt. Uma Sankar
Regional Director for Tamil Nadu & Puducherry
Reserve Bank of India
Estate Department
Fort Glacis, Rajaji Salai
Chennai - 600 001.

This is to certify that to the best of our know	vledge a	nd infor	matio	n M	/s. /Shri	a				
customer of our bank having marginally no	customer of our bank having marginally noted address, are/is respectable and can be									
treated as good for any engagement up	to	а	limit	of	₹	(Rupees				
). Thi	is certific	cate is	issuec	l wi	thout any	guarantee	OI			
responsibility on the bank or any of its offic	ers.									

For the Bank with Name, Designation & Seal

Note:- (i) Bankers' certificates should be on letter head of the Bank (ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

## Format 5A

## बोलीदाता के बैंकर का विवरण / Details of Bidder's Banker

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc.  (The person can be contacted at the office of their banker by the Bank in case it is needed.)	

#### **Annexure 2**

## समझौते के मसौदा लेख / Draft Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF	AGREEME	NT ma	ade the		day	of		
between the Res	serve Bank o	of India,	Central Office, S	hahid E	Bhagat Ši	ngh Ma	rg, Fort, I	Mumbai-
400001, having	its Central	Office	at Shahid Bhag	at Sing	gh Marg	, Fort,	Mumbai	400001
(hereinafter	called	"the	Employer")	of	the	one	part	and
(hereinafter calle	d "the Cont	ractor")	of the other part					

WHEREAS the Employer is desirous of carrying out the work of Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai and has caused drawings and specifications describing the works to be done.

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

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

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

- In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
- 2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- The term "Architect" in the said conditions shall mean ' in house Architect ' for the purpose of architectural planning & designing etc. of the Renovation works under this contract.
- 3. The Reserve Bank of India shall administer and directly arrange for supervision of
- (a) works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
- 4. The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
- 5. The agreement and documents mentioned herein shall form the basis of this Contract.

- 6. This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
- 7. 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, 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.
- 8. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
- 9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within 90 days from the 10th day of written work order subject nevertheless to the provisions for extension of time.
- 10. All payments by the Employer under this Contract will be made only at Chennai.
- 11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.
- 12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.
- 13. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

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IN WITNESS WHEREOF the Employer and the the contractor is Contractor have set their respective hands to these partnership or an individual. presents the day and year first hereinabove written. IN WITNESS WHEREOF the Employer has set its If the contractor is a company. hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf, the day and year first hereinabove written. Signature Clause SIGNED AND DELIVERED by the Reserve bank of India by the hand of Shri (Name and designation) In the presence of (1) Address (2) Address Witness SIGNED AND DELIVERED by If the party is partnership firm In the presence of or an individual should be (1) signed by all or on behalf of all Address the partners. (2) Address Witness THE COMMON SEAL OF Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held

on in the presence of

Directors who have signed these presents in token

SIGNED AND DELIVERED BY the Contractor by

of

Shri

and duly

hand

(1) (2)

(1) (2)

the

thereof in the presence of

constituted attorney.

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

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

#### **Annexure 3**

## बयाना जमा/बोली सुरक्षा के लिए बैंक गारंटी का प्रोफार्मा / PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

			Place:
			Date:
Smt. Uma Sankar Regional Director fo Reserve Bank of In Estate Department Fort Glacis, Rajaji S Chennai - 600 001.		cherry	
Dear Sir,			
	nstruction of concrete Anna Nagar (West), Ch	e and paver block road at a nennai.	approach driveway, RBI
Ref.: NIT/Advt.No.	date		
WHEREAS			
(hereinafter called th tender") on the term	e 'RBI') has invited tend s and conditions mentio	ntral Office at Shahid Bhaga ers for the captioned work (he oned in the said tender docum	ereinafter called "the said ments.
		that the tenderer shall furnish	
sum of Rs Deposit (EMD).	(Rupees	only	') as Earnest Money
M/s. (Name of the T	enderer/Bidder)	_, (hereinafter called as "the	Tenderer/ Bidder"), who
are our Clients/Cons	tituents intend to submit	their tender/ Bid for the said v	work and have requested
us to furnish Bank G	uarantee to RBI in resp	ect of the said sum of Rs	(Rupees
	_ only) in respect of EM	ЛD.	
NOW THIS GUARAI	NTEE WITNESSETH		
1. We	(Name of the	e Bank) do hereby agree with	h and undertake to RBI,
their Success	sors, Assigns that in the	e event of the RBI coming to	the conclusion that the
Tenderer hav	e not performed their of	obligations under the said co	onditions of the tender or
have commit	ed a breach thereof, where	nich conclusion shall be bindi	ing on us as well as the
said Tendere	r; we shall on demand b	by the RBI, pay without demur	r to the RBI, a sum of Rs.
	(Rupees	only) or any lowe	r amount that may be
demanded by	the RBI. Our guarante	e shall be treated as equivale	ent to the Earnest Money

	beposit for the due performance of the obligations of the renderer under the sa	aiu
	Conditions, provided, however, that our liability against such sum shall not exceed the su	um
	of Rs (Rupees only).	
2.	We also agree to undertake to and confirm that the sum not exceeding Rs	
	(Rupees only) as aforesaid shall be paid by us without any demur	. OI
	protest, merely on demand from the RBI on receipt of a notice in writing stating that t	he
	amount is due to them and we shall not ask for any further proof or evidence and the not	ice
	from the RBI shall be conclusive and binding on us and shall not be questioned by us	in
	any respect or manner whatsoever. We undertake to pay the amount claimed by the F	≀Bl
	within a period of one week from the date of receipt of the notice as aforesaid.	
3.	We confirm that our obligation to the RBI under this guarantee shall be independent of the	he
	agreement or agreements or other understandings between the RBI and the Tenderer.	
Th	is guarantee shall not be revoked by us without prior consent in writing of the RBI.	
We	e hereby further agree that –	
	Any forbearance or commission on the part of the RBI in enforcing the conditions of the	the
	said agreement or in compliance with any of the terms and conditions stipulated in the sa	aic
	tender and/or hereunder or granting of any time or showing of any indulgence by the F	≀Bl
	to the Tenderer or any other matters in connection therewith shall not discharge us in a	ıny
	way and our obligation under this guarantee. This guarantee shall be discharged only	by
	the performance by the Tenderers of their obligations and in the event of their failure to	dc
	so, by payment by us of the sum not exceeding Rs (Rupees	
	only).	
b)	Our liability under these presents shall not exceed the sum of Rs (Rupees	_
	only) .	
c)	Our liability under this agreement shall not be affected by any infirmity or irregularity on the	
	part of our said constituents/clients in tendering for the said work or their obligations the	ere
	under or by dissolution or change in the constitution of our said constituents.	
d)		
	submission of tender) provided that if so desired by the RBI, this guarantee shall	
	renewed for a further period as may be indicated by them on the same terms and condition	กร
	as contained herein.	
e)	·	
	provided hereinabove on the or on the day when our said constituents com	
	with their obligations, as to which a certificate in writing by the RBI alone is the conclus	ive

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proof whichever date is later. Unless a clain	n or suit or action is filed against us within
or any extended period, all the right	s of the RBI against us under this guarantee
shall be forfeited and we shall be released	and discharged from all our obligations and
liabilities hereunder.	
Yours faithfully,	
For and on behalf of	Bank.
Authorized Official (with seal)	

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

#### **Annexure 4**

# प्रदर्शन सुरक्षा जमा के लिए बैंक गारंटी का प्रोफार्मा / PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

	Place:
	Date:
Regio Reser Estate Fort G	Jma Sankar nal Director for Tamil Nadu & Puducherry ve Bank of India e Department Blacis, Rajaji Salai nai - 600 001.
Dear S	Sir,
	of Work: R Construction of concrete and paver block road at approach driveway, fficers' quarters, Anna Nagar (West), Chennai.
(hereir the "C Contra AND \ Securi fulfilme We, exceed	eas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, nafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called contract") to M/s (Name of the Contractor) (hereinafter called "the said actor" which expression shall include its successors and assigns).  Whereas the Contractor is bound by the said Contract to submit to RBI a Performance ty for a total amount of ₹ (Rupees only) (Amount in figures and words) for the due ent by the said contractor of the terms and conditions contained in the contract (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s as Performance Guarantee for due fulfilment of the terms and ions of the contract.
NOW '	THIS GUARANTEE WITNESSETH
1.	We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs (Rupees only).
2.	We also agree to undertake to and confirm that the sum not exceeding Rs (Rupees only) as aforesaid shall be paid by us without any demur or

protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

- 3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
- 4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that -

f)	Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs (Rupees (Rupees
	only).
g)	Our liability under these presents shall not exceed the sum of Rs (Rupees
	only).
h)	Our liability under this agreement shall not be affected by any infirmity or irregularity on the
	part of our said constituents/clients or their obligations thereunder or by dissolution or
	change in the constitution of our said constituents.
i)	This guarantee shall remain in force up to (30 days beyond the work completion
	period) provided that if so desired by the RBI, this guarantee shall be renewed for a further
	period as may be indicated by them on the same terms and conditions as contained herein.
j)	Our liability under these presents will terminate unless these presents are renewed as
	provided hereinabove on the or on the day when our said constituents comply
	with their obligations, as to which a certificate in writing by the RBI alone is the conclusive
	proof whichever date is later. Unless a claim or suit or action is filed against us within
	or any extended period, all the rights of the RBI against us under this guarantee
	shall be forfeited and we shall be released and discharged from all our obligations and
	liabilities hereunder.

In witness whereof I/We of the Bank have signal and the signal stress. (Month) <b>2023</b> being herewith duly at	ned and sealed this guarantee on the day of uthorized.
For and on behalf of	_ (Name of the Bank)
Signature of authorized Bank official Name: Designation Stamp/ Seal of the Bank Signed, sealed and delivered for and on beha of:	alf of the Bank by the above named in the presence
Witness 1	Witness 2
Signature	Signature Name Address

### प्राधिकृत हस्ताक्षरकर्ता के लिए मुख्तारनामा का प्रारूप / FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

Smt. Uma Sankar Regional Director for Tamil Nadu & Puducherry Reserve Bank of India Estate Department Fort Glacis, Rajaji Salai Chennai - 600 001.

Dear Sir/Madam,

Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai.

We						. (Nan	ne of th	ne Bidder	and a	ddress of t	heir
				stitute, appo							
				(	Name a	and re	sidentia	l address	of Pov	ver of Attor	ney
holder)	who	is	presently	employed	with	us	and	holding	the	position	of
							as	our attorr	ey, to	do in our na	ame
and on o	ur beha	lf, all	such acts, d	eeds and thi	ngs ned	essary	y in con	nection w	ith or in	ncidental to	our
bid for th	ne capt	ioned	Project, inc	cluding signir	ng and	submi	ission c	of all docu	ıments	and provid	ding
informatio	on / res	pons	es to the Re	eserve Bank	of India	(RBI)	, repres	senting us	in all	matters be	fore
RBI. and	genera	lly de	aling with RE	BI in all mattei	rs in cor	nectic	n with c	our propos	al for th	ne said Proi	iect.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature/(s) of the Bidder Name/(s) Stamp/Seal of the Bidder Note:

Power of Attorney should be properly stamped and notarized Power of Attorney furnished by Contractor shall be irrevocable.

## एनईएफटी भुगतान के लिए इनपुट प्रदान करने के लिए प्रोफार्मा / Proforma for providing input for NEFT Payment

## <u>आरटीजीएस/एनईएफटी/ईसीएस - मैंडेट प्राधिकरण फॉर्म / RTGS/NEFT/ECS – MANDATE</u> AUTHORISATION FORM

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2	Add	res	s o	f the	e Ve	en	dor																				
3	Ema	il II	D o	f the	e Ve	en	dor																				
4	Pho	ne	Nur	nbe	r																						
5	Mob	ile	Nu	mbe	r				(	)																	
6 Name of the Contact Person					-			<u> </u>		<u> </u>				<u> </u>													
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# Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008, hence ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

RTGS\* - "Real Time Gross Settlement", NEFT\*\* - "National Electronic Fund Transfer". MICR-Magnetic Ink Recognition Character These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

© Fill up from the 1<sup>st</sup> column. For the balance left out blank columns, please mention 'x' mark.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

Date: Supplier's Seal: Authorized Signature of the Supplier:

Certified that the particulars above are correct as per our records.

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

### अनुबंध श्रम नियमों/विनियमों के खिलाफ नियोक्ता को क्षतिपूर्ति के लिए प्रोफार्मा / Proforma for Indemnifying the Employer against Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To,

Smt. Uma Sankar Regional Director for Tamil Nadu & Puducherry Reserve Bank of India Estate Department Fort Glacis, Rajaji Salai Chennai - 600 001.

Dear Sir/Madam

**Authorised signatory** 

Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai
We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.
We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.
Yours faithfully,
For

# पेटेंट अधिकारों के खिलाफ नियोक्ता को क्षतिपूर्ति के लिए प्रोफार्मा / Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

10,
Smt. Uma Sankar Regional Director for Tamil Nadu & Puducherry Reserve Bank of India Estate Department Fort Glacis, Rajaji Salai Chennai - 600 001.
Dear Sir/Madam
Construction of concrete and paver block road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai
We, M/s (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.
In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
Yours faithfully,
For
Authorised signatory
NAME AND ADDRESS OF THE CONTRACTOR:
SIGN & SEAL OF THE CONTRACTOR:  Date:

Place:

Page No. \_\_\_\_

### <u>माप पुस्तक का प्रारूप / FORMAT OF MEASUREMENT BOOK</u>

M.B.No					Pa No	ige )	
Tender	Full	Measurem	nents			Quantity	
Item No./ Tender Page No.	Description of item of work	No.	L	В	D/H		
Abstract of	cost for Run	ning/Final	Bill				
Running Bi	Il no:						

Serial No.	Tender Item No.	Description	Quantity	Rate ₹	Unit	Amount ₹
1	2	3	4	5	6	7

M.B. No. \_\_\_\_\_

# भारत के साथ भूमि सीमा साझा करने वाले देश के संबंध में वचन/घोषणा/प्रमाण पत्र के लिए प्रोफार्मा / PROFORMA FOR UNDERTAKING / DECLARATION /CERTIFICATE REGARDING COUNTRY SHARING LAND BORDER WITH INDIA

(To be submitted by bidders on their letters head duly sealed and signed by authorised signatory)

(to be furnished by all bidders by uploading a scanned copy along with Part I of the tender). To

The Regional Director Reserve Bank of India Fort Glacis, Rajaji Salai Chennai – 600001 Dear Sir,

#### e-Tender No: RBI/Chennai/Estate/ /23-24/ET/

- 1. I/We certify that................. (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders/ revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.
- 2. I/ We certify that..... (Name of the bidder)
  - i. is not from a country sharing land border with India, or
  - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
  - iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
  - iv. is from a country sharing land border with India where government of India is engaged in development projects

(Strike out whichever of the above is not applicable)

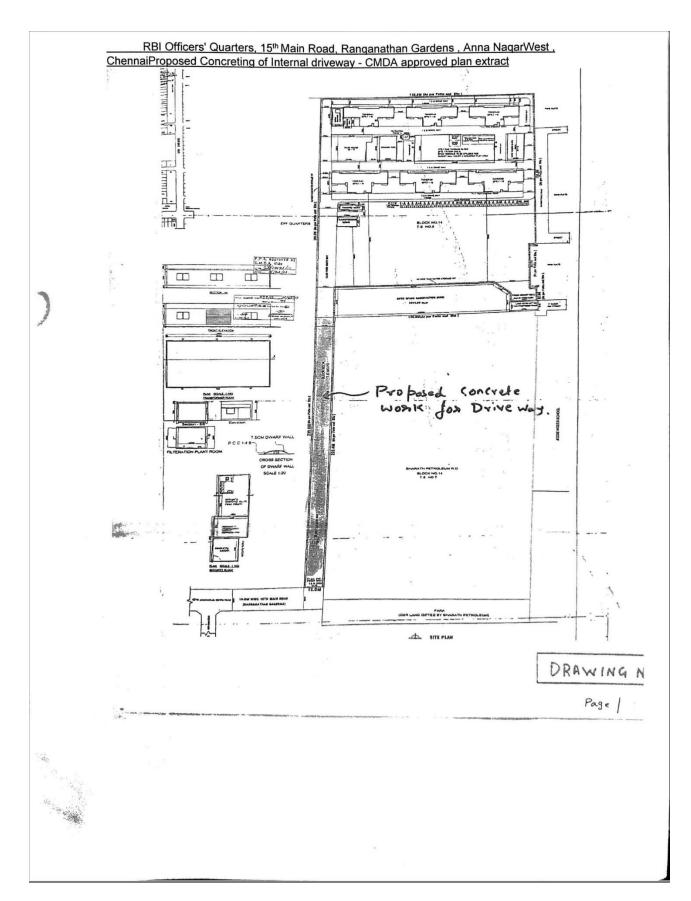
- 2. I/ We know and understood that, if this Declaration / Undertaking / Certificate submitted by us is found to be false, the Bank shall free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Place:	Signature / Digital Signature of bidder
Date:	

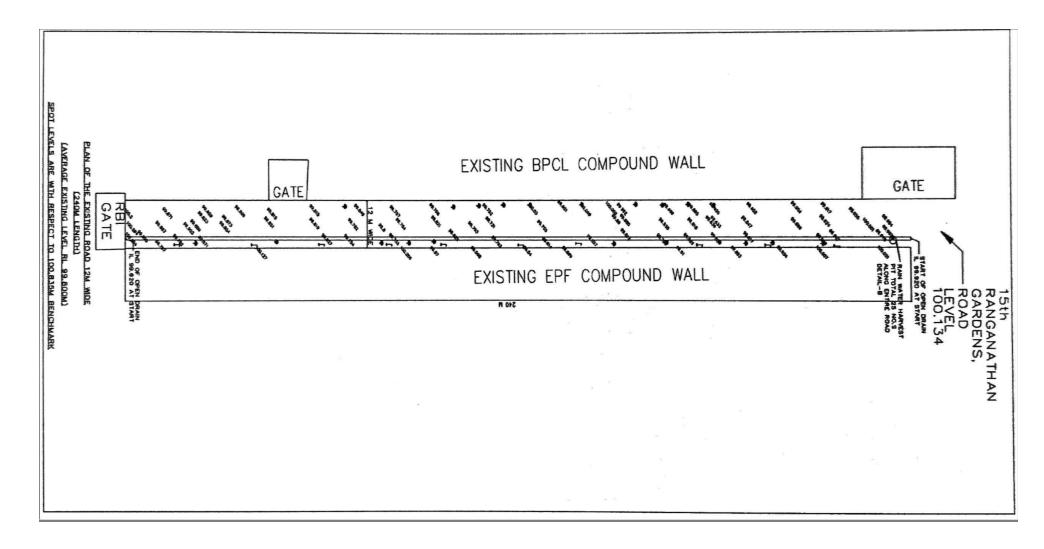
<u>खंड IX: निविदा चित्र / Section IX: Tender Drawings</u> Following are the list of tender drawings, forming part of the contract

Sl.No.	<u>Drawing No.</u>	<u>Description</u>	Page No.
1	Site plan (CMDA approved plan) extract	Drawing No. 5	155
2	Plan of the existing driveway road with spot levels	Drawing No. 1	156
3	Plan of the proposed road	Drawing No. 2	157
4	Dowel bar details (typical)	Drawing No. 4	158
5	Typical cross section of the road	Drawing No. 3	159

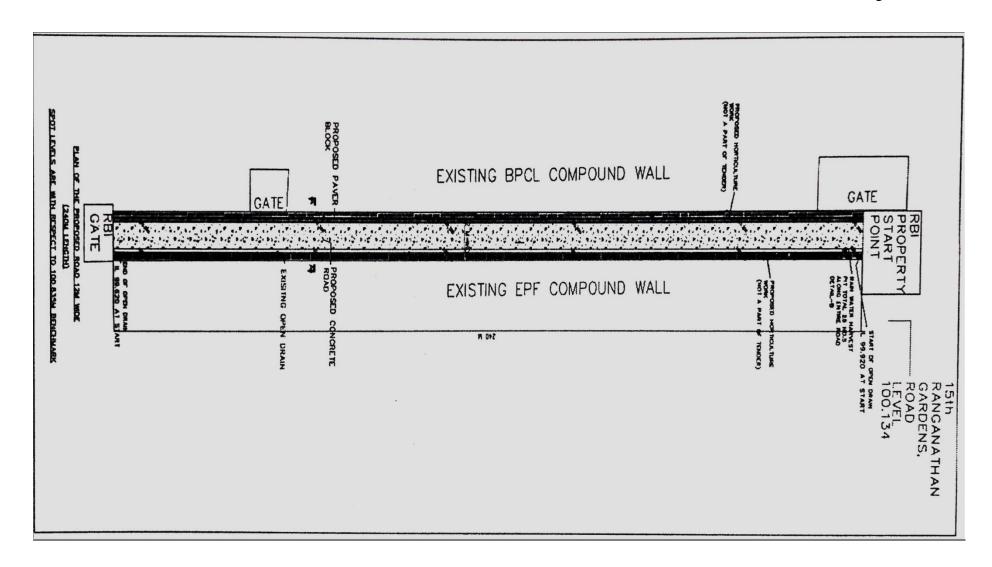
Place:	Signature / Digital Signature of bidder
Date:	



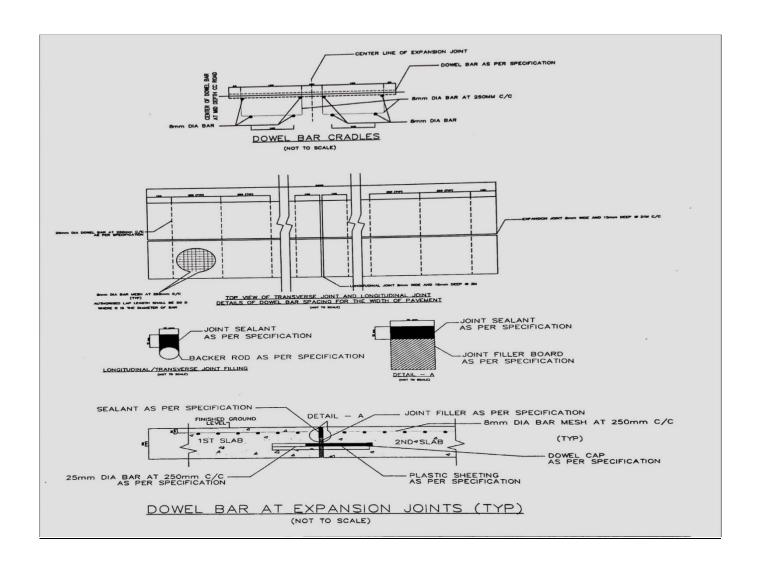
**Drawing No. 5** 



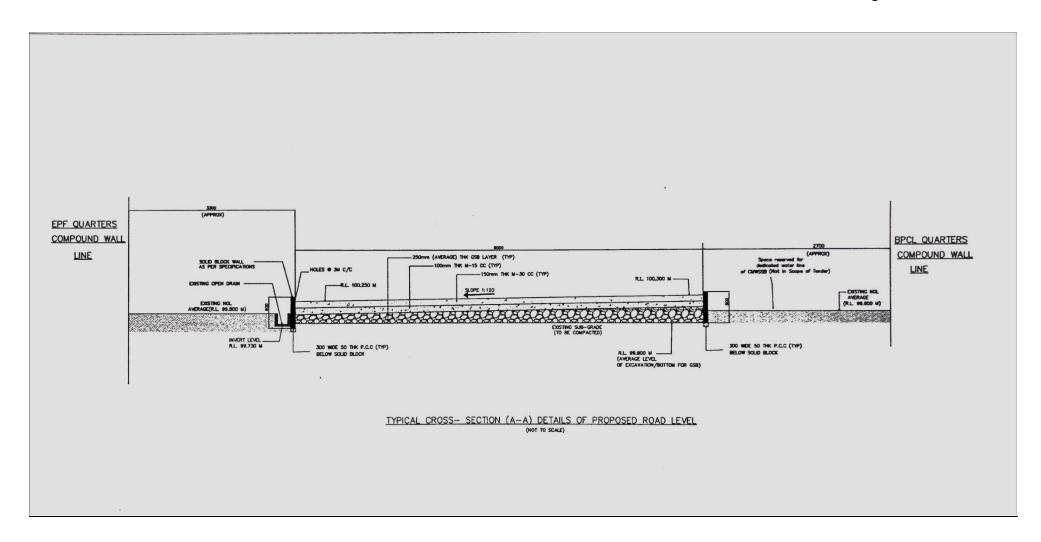
**Drawing No. 1** 



**Drawing No. 2** 



**Drawing No. 4** 



Drawing No. 3

#### खंड x

# भाग – ॥ मात्रा की अनुसूची (SOQ) के लिए अप्रोच ड्राइववे, आरबीआई ऑफिसर्स क्वार्टरस, अन्ना नगर (पश्चिम), चेन्नई में कंक्रीट और पेवर ब्लॉक रोड का निर्माण

### <u>Section X</u> <u>Part – II Schedule of Quantities (SOQ) for Construction of concrete and paver block</u> road at approach driveway, RBI officers' quarters, Anna Nagar (West), Chennai

14			
Item No	DESCRIPTION OF WORK	QUANTITY	UNIT
1(a)	Preparation of existing sub-grade and other preparatory works:	1 Job	LS
	(i) Earth work in surface excavation by mechanical means (Hydraulic excavator, poclain, etc.,) / manual means for dismantling loose and weak subbase areas, plum concrete, bituminous base, paver block, etc., for width exceeding 1.5 m in width as well as 10 sqm on plan, including disposal of excavated extra earth, malaba, rubbish, debris, etc., shall be disposed away from the Bank's Quarters premises, including loading, transporting etc., to a place permitted by the Municipal local statutory authorities.		
	(ii) Levelling, watering, consolidating the subgrade with water bought out from water tankers and compacting with Power road roller / Smooth wheel roller of 8 to 10 tonne capacity etc., and preparation of subgrade surfaces with power road roller / smooth wheel roller of 8 to 10 tonne capacity after completing excavation work complete as directed by Engineer-in-Charge. Approximate size of the subgrade area to be prepared is of 240 metre length and 7.2 metre-wide as per layout plan/drawings and as per existing site conditions. Note:		
	Rate quoted shall also include for the following:  (a) Dismantling in patches existing weak subbases viz. water bound macadam, wet mix macadam, asphalt mix / bituminous mix carpet of any type, pitching, soling, plum concrete, plain cement concrete (any grade), Reinforced Cement Concrete (any grade) stone masonry and all types of brick/ block masonry below ground level, rock boulders, existing kerb stones of all types from footpath/ central verge of the proposed road way, including removal of mortar of any size etc. for depths/ lifts up to 1.5M measured from the ground level, including dressing/ trimming the sides, levelling of bottoms, manual dewatering, removing vegetation shall be considered in the rates quoted above.  (b) Handling/supporting the existing utilities such as		
	electrical cables, pipes, water mains (if any) etc. (c) Stacking of any serviceable material like granular subbase, metal etc., at location directed. (d) Providing and erecting 2.0M height temporary barricading in panels 2.5m at site from start of work till		

Item No	DESCRIPTION OF WORK	QUANTITY	UNIT
	completion of road work i/c shifting with necessary iron angle supports etc., at three entry/gate locations as directed.  (e) Providing, taking levels using total station equipment wherever required during the period of execution of entire road work to maintain proper line, level and camber / slope / gradient as directed.		
1(b)	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches for side walls for retaining the block work laid (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift up to 1.5 m, back filling after wall construction including getting out the excavated soil and disposal of surplus excavated soil etc. complete as per drawing and as directed by Engineer-in-Charge.	130	Cum
2	Sub-Base: Construction of sub-base over the earth subgrade prepared as per Item 1(a) above by providing, transporting, laying, spreading and compacting graded stone aggregate (size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads & lifts, laying in uniform layers with average compacted thickness being 200 mm with motor grader / JCB on prepared surface in sub-grade / sub-base / base course on well prepared surface and compacting with Smooth Wheel roller of 8 to 10 tonne capacity to achieve the desired density, with proper camber/slope as per drawing etc. complete as per specifications and directions of Engineer-in-Charge.  Note: Compacted thickness will be measured for payment purpose.	350	Cum
	Paving Concrete:		
3(a)	Providing, laying and spreading in position plain cement concrete (Ready Mixed Concrete of approved manufacturer) with M-15 grade, using 20 mm and down size coarse aggregate, fine aggregate, Portland pozzolana/ordinary Portland /Portland slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength including pumping of concrete to site of laying, vibrating, curing for at least 7 days, carriage for all leads; including cost of form work, shuttering, if any, and finishing laid to required camber/slope as per direction of the engineer-in-charge. Note:	150	Cum

Item No	DESCRIPTION OF WORK	QUANTITY	UNIT
	i) The cement concrete shall be manufactured in approved automatic batch plant (RMC plant) and must be transported to site in transit mixer. ii) Cement content considered in M-15 is 240kg/cum. Excess/ Less cement used as per design mix is payable/ recoverable separately. The rate for extra / less cement shall be paid / recovered at the basis of ₹ 8 / kg / cum excluding GST. No claim shall be entertained for any other item. iii) The Rate quoted shall include removing any excess concrete left over at site.		
3(b)	Providing, batching, laying and spreading in position cement concrete of 1:3:6 (1 part of Cement: 3 part of M-Sand (zone-III): 3 graded stone aggregate 20 mm nominal size derived from natural sources) of nominal mix including the cost of and shuttering, if any, for foundation of block walls, if any, etc complete as per drawing and as directed by Engineer-in-Charge.	8	Cum
4	Providing and laying reinforced cement concrete of design mix of M-30 grade concrete (Ready Mixed Concrete of approved manufacturer) for road, using 20 mm and down size coarse aggregate, fine aggregate in appropriate proportions as per approved design criteria, spreading and compacting mechanically by using needle and surface vibrators, power trowelling, levelling to required slope/ camber, vacuum dewatering by approved method, texture finishing, maintaining required gradient/camber as per the drawing or as directed, including wooden/steel form works with sturdy M.S. channel sections, side shuttering, curing for at least 14 days (by ponding of water / covering with wet gunny bags, hessian cloth or any other approved method), making provision for contraction/ expansion / construction / longitudinal joints (10 mm wide x 50 mm deep) by groove cutting machine, providing and filling joints with approved joint filler and sealants, (Item for cutting of joints, joint fillers, sealants, dowel bars with sleeve/ tie bars to be measured and paid separately) excluding steel reinforcement (steel reinforcement shall be measured and separately under item No. 8) etc. complete as per drawing and as directed by Engineer-in-Charge.  Note: (i) The cement concrete shall be manufactured in approved make automatic batch plant (RMC plant) and must be transported to site in transit mixer. Rate quoted shall include pumping cost including transport of the pump to and fro from the site. ii) Design mix of M-30 grade of concrete shall be conforming to IS Code and shall be approved by the Engineer-in-Charge. Cement content considered in M-30 is @ 340 kg/cum. Excess/Less cement used as per	220	Cum

Item No	DESCRIPTION OF WORK	QUANTITY	UNIT
	design mix is payable/ recoverable separately. The rate for extra / less cement shall be paid / recovered at the basis of ₹8 / kg / cum excluding GST. No claim shall be entertained for any other item. iii) The Rate quoted shall include removing any excess concrete left over at site.		
5	a) Providing, cutting and making provision for longitudinal and transverse joints as per drawings in the concrete slab 3 to 4mm wide and 50mm deep by groove cutting machine within 10 to 16 hrs of casting of bay/slab complete including subsequent widening of the joint at least to 10mm wide at top having depth of 15mm all as per the drawings and as directed by Engineer-in-Charge. b) Providing and filling to all types of joints, with approved joint filler and sealant (pour grade / gun grade) of approved make manually / spray gun, removing excess sealant applied, removing the masking tape and disposing the waste out of Bank's property all as directed by Engineer-in-Charge.Note: The rate quoted shall include fori) Completely water / air cleaning with air compressor the joints for the removal of any dirt particles, muck etc. ii) Providing and inserting backer rod of atleast 10mm in the grooves cut of contraction joints and longitudinal joints.iii) Providing and laying sealant as per Manufacturers specifications in all the joints with the help of masking tape and consequently removing the masking tape upon sealant filling, striking of excess sealant on the surface etc.	580	m
6	Providing, fixing / inserting in position pre-moulded joint filler board of 25mm thickness of approved make including cutting to various sizes, making holes etc., of 125mm depth, such that the board is 25mm below the surface of the road, including filling of the joints for a depth of 25mm, in the expansion joints at various intervals complete as per specifications, drawings as directed by the Engineer-in-Charge.	11	Sq.m
7	<ul> <li>a) Providing, cutting to length &amp; fixing in position M.S. dowel bars precoated with anti-corrosive epoxy paint of approved make of 25mm diameter 36cm long at 25cm C/C to the expansion joints of RCC Road as per the drawings and as directed by Engineer-in-Charge etc.</li> <li>b)Providing &amp; fixing high density polythene (HDPE) pipe of approved quality to fit around the dowel bars of 25mm diameter at the end of expansion joints, fully greased inside with cotton in the pipe around the dowel</li> </ul>	290	No.
	bars & around the pipe duly capped at the end etc., complete as per the drawings and as directed by the Engineer-in-Charge.		

Item No	DESCRIPTION OF WORK	QUANTITY	UNIT
8	Providing, cutting, straightening, bending and placing in position the steel reinforcement using 8 mm diameter TMT bars of approved make at spacing as per drawing, including tying the reinforcement mat with 18 SWG G.I binding wires, with proper cover blocks, chairs, etc., as per drawing in bays and as directed by the Engineer-in-Charge. The rate shall include cost of binding wire and wastages, authorized laps and chairs, cutting for the sizes of the bays, thorough cleaning the surface of the existing driveways over which the reinforcement mats have to be placed, using wire brush / brooms, clean jet of water etc. before placing the rebar mat in position etc., complete as directed.	5,800	Kg
9	Providing, laying and constructing solid block masonry using precast solid blocks (factory made) of size 40cmx20cmx20 cm or nearest available size as approved conforming to IS 2185, in cement mortar 1:4 (1 part cement and 4 parts M-Sand) for kerb wall/ side wall as per drawing including striking joints, raking out joints, watering and formwork, if required etc. including plastering the exposed surface with 1:6 cement mortar of average 12mm thickness, etc. complete as directed by the Engineer-in-Charge.	115	Cum
10	Interlocking Paver Block: Providing and laying 80mm thick (minimum thickness) factory made chamfered edge Cement Concrete interlocking paver blocks of M-30 grade with approved manufacture in footpath / drive ways etc, laid in required colour & pattern over 50mm average thick compacted bed of Coarse M-Sand over wet mix macadam (executed as per item 2 above), compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand complete all as per directions of Engineer-in-Charge. (Basic Price of paver block is ₹ 600 / sq.m excluding GST).	290	Sq.m
11	Providing and applying 2.5 mm thick road marking strips (retro reflective) of specified shade / colour using hot thermoplastic material by fully/ semiautomatic thermoplastic paint applicator machine fitted with profile shoe, glass beads 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, oil, grease and foreign material etc, applying necessary primer complete as per direction of Engineer-in-charge and accordance with applicable specifications.	65	Sq.m

Item No	DESCRIPTION OF WORK	QUANTITY	UNIT
12	Providing and fixing Glow studs of size 100x20 mm made of heavy duty body shall be moulded ASA (Acrylic styrene Acryloretrite ) or HIP (High impact polystyrene) or ABS having electronically welded micro- prismatic lens with abrasion resistant coating as approved by Engineer in charge. The glow stud shall support a load of 13635 kg tested in accordance with ASTM D4280. The slope of retro- reflective surface shall be 35 (+/-5) degress to base. The reflective panels on both sides with at least 12 cm of reflective area up each side. The luminance intensity should be as per the specification and shall be tested as described in ASTM I: 809 as recommended in BS: 873 part 4: 1973. The studs shall be fixed to the Road surface using the adhesive conforming to IS, as per procedure recommended by the manufacturer complete and as per direction of Engineer-in-charge. complete at a spacing of 4000 mm centre to centre (C/C) along the edge / centre as per the directions of the Engineer-in-Charge.(Basic Price - 80 per piece excluding GST)	120	Nos
	BUY BACK OF SCRAP ITEMS		
13	Rebate for taking away the scrap materials such as existing old gate at the premises, old pipes, wooden materials, surplus unwanted earth, broken aggregates, paver blocks, plum concrete etc as directed and with the approval of the Engineer-in-Charge. (Including GST and TCS)	1	LS