

Reserve Bank of India Estate Department, Rail Head Complex Jammu-180012 https://www.rbi.org.in

E-tender: General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu

Reserve Bank of India, Jammu invites e-tender for "General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu". The e-tendering shall be done through the e-tendering portal of MSTC Ltd. (<u>https://www.mstcecommerce.com/eprocn/</u>). All empaneled vendors of the respective trade are required to submit e-tender applications as per the terms and conditions mentioned in the tender. The Schedule of e-tender is as follows:

Estimated cost of the work	₹41.15 Lakh (Rupees Forty-One Lakh Fifteen Thousand Only)
Availability of Online application form	June 18, 2025 ,17:00 Hours onwards
Pre bid meeting	July 03, 2025 at 11:00 am at RBI MOB, Jammu
Last date and time for submission of duly filled /completed Application Online	July 14, 2025 up to 14:00 Hours
Date and Time of opening of Part-I	July 14, 2025 at 14:30 Hrs.

Date: 18.06.2025

Regional Director



Reserve Bank of India Estate Department Jammu

e-Tender No: RBI/Jammu Regional office/Estate/4/25-26/ET/203

For

General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu

Part-I

Last date and time for submission of e-tender: July 14, 2025 up to 02:00 PM Date of opening of Part- I & II of the e-tender: July 14, 2025 at 02:30 PM Venue: Reserve Bank of India, Estate Department, Jammu

RESERVE BANK OF INDIA ESTATE DEPARTMENT JAMMU

NOTICE INVITING e-TENDER (NIT)

(Only through e-procurement) SCHEDULE OF TENDER (SOT)

NOTE: THIS IS A LIMITED TENDER ENQUIRY. ONLY THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RESERVE BANK OF INDIA, JAMMU FOR SUCH WORKS GIVEN BELOW UNDER RESPECTIVE CATEGORY ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI, JAMMU REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.

a. Name of Work:	General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu
b. Tender Specification No	RBI/Jammu Regional office/Estate/4/25-26/ET/203
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <u>https://www.mstcecommerce.com/epr</u> <u>ocn/</u> of MSTC Ltd.
d. E-Tender No	RBI/Jammu Regional
e. Date of NIT available to parties to download	office/Estate/4/25-26/ET/203 June 18, 2025 (17:00 Hrs.)
i) Estimated Cost of Work ii) Earnest Money Deposit (EMD)	₹41.15 Lakh ₹82,300/- (Rupees Eighty-Two Thousand Three Hundred only) will be collected from all bidders along with their offer through NEFT in RBI Jammu, Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero)
 iii) Transaction Fee Important Note: Please note that vendors will have the access to online e-tender only after receipt of Transaction fee by NEFT in favour of MSTC Limited, Kolkata. 	₹2428/- (Rupees Two Thousand Four Hundred and Twenty-Eight only) (including GST @18% on Service Charge). Transaction fee is required to be paid using e-payment gateway available in your login at <u>https://www.mstcecommerce.com/epr</u> <u>ocn/</u> It can be paid either through NEFT/RTGS using challan or by online payment using credit card/debit card/net banking. Authorization of payment made

	through NEFT/RTGS takes time of 2 hours to 2 days depending on your bank. However online payment gets authorized immediately in most of the cases. Further transaction fee payments are authorized by the system itself and there is no manual intervention. Bidders are advised to make payment of transaction fee well in advance to avoid last minute hassle. Further please note that the transaction fee mentioned in the tender document may vary slightly by ₹1 or 2 in case of payment. made through challan due to approximation error. Whereas in case of online payment, internet handling charges shall be added in the basic amount. Above may please be noted and taken care of while making the payment.
f. Last date of submission of Transaction fee through NEFT in favour of MSTC Limited	July 14, 2025 (1400 Hrs.)
g. Pre-bid meeting	Yes, on July 03, 2025 (1100 Hrs.)
h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <u>www.mstcecommerce.com/eprochome/r</u> <u>bind</u>	June 18, 2025 (1700 Hrs.)
I. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	July 14, 2025 (1400 Hrs.).
j. Date & time of opening of Part-I (i.e., Techno-Commercial Bid) & Part-II Price Bid.	July 14, 2025 (1430 Hrs.).

- 2. Intending tenderers shall pay earnest money through **NEFT** to Reserve Bank of India, Jammu.
- 3. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. E-tenders without EMD will not be accepted under any circumstances.
- 4. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
- 5. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

DISCLAIMER

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

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

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

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

Section I

Important Instructions Regarding e-tender

This is an e-procurement event of Reserve Bank of India, Jammu. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. **Process of e-tender:**

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT https://www.mstcecommerce.com/eprocn/

1). Vendors are required to register themselves online with <u>www.mstcecommerce.com</u> \rightarrow e-Procurement \rightarrow PSU/ Govt. Depts \rightarrow RBI Register as Vendor Filling up details and creating own user id and password \rightarrow Submit. 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. In case of any clarification, please contact MSTC/RBI, JAMMU, (before the scheduled time of the e- tender).

MSTC Central Helpdesk Numbers-033-23400020/23400021/23400022 Email <u>id-helpdesk@mstcindia.co.in</u>

Contact person (MSTC): Mr. Nitin Anand

Manager (NRO)

Mobile no: 9769760074

Email: <u>bmcdgmstc@mstcindia.co.in</u>

Shri Pankaj Kumar

Assistant Manager (NRO)

Mobile no- 7229068247

Email-pankajkumar@mstcindia.co.in

Contact person (RBI Jammu):

Smt. Gurdeep Kaur, Assistant General Manager, Estate Department

PHONE: 0191-2472481

B) System Requirement: B) System Requirement:

i) Windows XP-SP3 & above/Windows 7 Operating System

ii) IE-7 and above Internet browser.

iii) Signing type digital signature

iv) JRE 8 (x86 Offline) and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools \rightarrow Internet Options \rightarrow custom level

For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at <u>https://www.mstcecommerce.com/eprocn/</u>

1) Log on to our mstcecommerce website https://www,mstcecommerce.com. Click on Tools -> Compatibility View Settings->Add the mstcecommerce website. (Address of the website will come automatically. Just click on "Add button")

2) Click ToolsoInternet Options oGeneral taboSettings and select option "Every time I visit the webpage" and also delete the history by going to the link "Delete" (Click Toolso Internet Optionso General taboDelete)

3) Click on Tools->Internet options \diamond Security \diamond Internet icon a) Uncheck the option "Enable protected mode" b) On the same page, click on "Custom Level" and enable all the options under "ActiveX controls and plugins" except option "Allow ActiveX Filtering" which is to be disabled. c) In the same window, enable "Access data source across domain" under "Miscellaneous" and disable "use Pop-up blocker" and then click ok

4) Click on Tools-> "Internet options()Security()Trusted sites icon a) Repeat steps 3 a), b) and c) as above. b) On the same page, click on link "Sites" and add website <u>https://www.mstcecommerce.com</u> and then click "Add"

5) Click on Tools-> "Internet options Security Advanced a) Come to the end of the window and tick "Use TLS 1.0", "Use TLS 1.1" and "Use TLS 1.2" b) Click apply and ok After changing the above settings the message might appear on your screen "Your current security settings put your computer at risk. Click here to change your security settings" as shown in subsequent screenshots. This should not be fixed under any circumstances. Initially it might appear with a blue question mark.

Java Related settings:

Your system should have a latest version of Windows X 86 offline- 32-bit JAVA. If it is available, proceed with the below steps1) Go to control panel and search "Java" and then click on "Configure Java" a) Click on tab "Java" and then click on "View" to check whether java version is appropriate and is of 32 bit or not. If x86 is mentioned without 64 in it, it is the correct version. However, if you still face issue while running the applet on the "Auc Floor Mgr." Page, it is better to install the correct version of Java https://www.oracle.com/java/technologies/javase-jre8from the link downloads.html and then download "Windows x86 Offline". b) You may have to login on this page for downloading the JAVA (user name-mstc.afzal@gmail.com and Password-mstc@12345). Alternatively, java can be downloaded from

	"https://www.java.com/en/download/manual.jsp" c) Click on the security tab and select the minimum-security level (high, very high or whichever is lowest) and add <u>https://www.mstcecommerce.com</u> in the exception site and click add button. d) In the advanced tab, tick "Show console" available under Java console", tick "Use TLS 1.0", "Use TLS 1.1" and "Use TLS 1.2" and also tick "Place java icon in the system tray" available under "Miscellaneous" tab. e) Click "Apply" and ok Points to be noted at the time of login At the time of first login with DSC after changing the browser settings and Java, a blue question mark sign indicates that the website wants to run certain add-on/s. That should be done by right clicking on the icon and running the add-ons as shown in subsequent screenshots. Right Click on the message and run the add-on/s as they appear.
	https://www.mstcecommerce.com/eprocn/.
2.	 (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, JAMMU. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them. Note:
	The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	Special Note towards Transaction fee : Transaction fee is required to be paid using e-payment gateway available in your login at https://www.mstcecommerce.com/eprocn/ . It can be paid either through NEFT/RTGS using challan or by online payment
	using credit card/debit card/net banking. Authorization of payment made through NEFT/RTGS takes time of 2 hours to 2 days depending on your bank. However online payment gets authorized immediately in most of the cases.
	Further transaction fee payments are authorized by the system itself and there is no manual intervention. Bidders are advised to make payment of transaction fee well in advance to avoid last minute hassle. After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button.

	NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.
	Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.
	Contact Details:
	Fax No.: 033- 22831002
	Email ids: <u>sanjibpoddar@mstcindia.co.in</u> , <u>arindam@mstcindia.co.in</u> , <u>rpradhan@mstcindia.co.in</u> , <u>smukherjee@mstcindia.co.in</u> . <u>umesh@mstcindia.co.in</u> .
	Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.
	In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.
5.	Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, JAMMU as advised in the NIT.
	Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
	Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI JAMMU and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, JAMMU as well as by MSTC (e- procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e., Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.
	(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site.

	Please see website <u>www.mstcecommerce.com/eprochome/rbind</u> of MSTC	
	Ltd.	
8	E-tender cannot be accessed after the due date and time mentioned in NIT.	
9.	Bidding in e-tender	
	 a) Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAMMU immediately after award of work. 	
	 b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. 	
	c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <u>www.mstcecommerce.com</u> → e-procurement → PSU /Govt. Depts. →RBI Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.	
	d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (For details refer vendor guide & FAQ).	
	 e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission 	
	 f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. a) During the entire extender preserve the bidders will remain completely. 	
	 g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. 	
	 h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 	
	i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.	

	j) It is mandatory that all the bids are submitted with digital signature certificate		
	otherwise the same will not be accepted by the system.		
	k) Buyer reserves the right to cancel or reject or accept or withdraw or extend		
	the tender in full or part as the case may be without assigning any reason		
	thereof.		
	I) No deviation of the terms and conditions of the tender document is		
	acceptable. Submission of bid in the e-tender floor by any bidder confirms		
	his acceptance of terms & conditions for the tender.		
	m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted		
	should be in Indian Rupee as per UOM indicated in the e-tender floor/tender		
	document.		
	Any order resulting from this open e-tender shall be governed by the terms and		
10.	conditions mentioned therein.		
11.	No deviation to the technical and commercial terms & conditions are allowed.		
12.	RBI, JAMMU has the right to cancel this e-tender or extend the due date of receipt		
	of bid(s) without assigning any reason thereof.		
13			
13	The online tender should be submitted strictly as per the terms and conditions and		
	procedures laid down on the website		
	https://www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.		
14.	The bidders must upload all the documents required as per terms of NIT. Any other		
	document uploaded which is not required as per the terms of the NIT shall not be		
	considered.		
15	The bid will be evaluated based on the filled-in technical & commercial formats.		
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the		
	information furnished by the bidder is found to be false during scrutiny, EMD of		
	defaulting bidder(s) will be forfeited. Punitive action including suspension and		
	banning of business can also be taken against defaulting bidders.		
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Section II Form of e-Tender

Place

Date _____

Shri Chandra Shekhar Azad Regional Director, Estate Department, Reserve Bank of India Jammu – 180012

Dear Sir,

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/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 and instructions in writing referred to in the Article of Agreement, General Instructions & Special Conditions, Commercial Conditions, Detailed scope of works to the tenderers, Schedule of quantities and conditions of contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

(a)	Description of works	General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu
(b)	Type of e-tender	Limited (Only for firms empanelled with RBI, Jammu under ₹25-50 Lakh category of Civil Works)
(C)	Estimated cost of work	₹ 41.15 Lakh
(d)	Earnest Money Deposit (EMD)	₹82,300/- from all bidders in the form of Demand Draft / Bank Guarantee / NEFT to the Bank along with their offer (details under para "bidding in e-tender.
(e)	Percentage, if any, to be deducted from each bill. (Retention Money)	5%
(f)	Time allowed for completion of works from the 14 th day after the date of work order to commence work:	210 Days
(g)	Performance Bank guarantee	5% of the contract value from the successful bidder.

MEMORANDUM

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

3. We also agree that our tender will remain valid for acceptance by the Bank for **90 days from the date of opening of** <u>**Part-II**</u> tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards Security Deposit, valid for the entire period of validity of tender.

4. I/We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason there for.

5. The Tender is in two parts, Part I contains all commercial terms and conditions, technical particulars and Part II contains only the price bid in the Bank's Performa.

6. Our bankers are (full address):

(i)	
(ii)	

The names of partners of our firm are:

Name of the partner of the firm authorized	
to sign	
OR	
Name of person having power of Attorney	
to sign the Contract (certified true copy of	
the Power of Attorney should be attached)	

Yours faithfully,

Signature of Contractor with seal:

Address:

Contact nos.

Signatures and addresses of witnesses:

	Signature	Address
(i)		
(ii)		

Section III Articles of Agreement

Articles of Agreement								
ARTICLES	OF AG	GREEMENT	made the			day of		
between the	Reser	ve Bank of In	dia, having	its C	Central Office a	t Mumbai	400001 (hereinafter
called	"the	Employ	yer")	of	the	one	part	and
						_		

(hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of "General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu" and has the specifications describing the works to be done and prepared by departmentally.

AND WHEREAS 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 described in the said Specification and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

- 1. In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work as described in the said Specifications and the Schedule of Quantities.
- 2. The Employer shall pay the Contractor, the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3(a) The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract. (Except for the scope of work as defined under clause 3 above). For this purpose, the term Architect in the said condition regarding escalation of work, quality of construction, quality of materials, progress & completion of the project etc. shall mean the **Assistant General Manager (Tech.) / Manager (Tech.) / Asst. Manager (Tech.)** or any other person designated for the purpose by the Competent Authority, Reserve Bank of India.

As far as the operation of the provision under respective clauses of the Contract viz. Clause relating to settlement of disputes through arbitration, the term 'Architect' shall be read as **Deputy General Manager, Estate Department, Reserve Bank of India, Jammu**.

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

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

- 5. The plans, 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 a Contract to carry out the work in respect of the entire of the "General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu" 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, lifts, telephone, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
- 8. The Employer reserves to itself the right of altering the drawings & nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
- 9. Time shall be considered as vital part of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from fourteenth day after the date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within **210 Days** subject nevertheless to the provisions for extension of time
- 10. All payments by the Employer under this Contract will be made only at Jammu.
- 11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jammu and only Courts in Jammu shall have jurisdiction to determine the same.
- 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 competent authority.

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."

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

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

Signature Clause

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

Shri

(Name and designation)

In the presence of

(1)

Address

If the contractor is a partnership or an individual.

If the contractor is a company.

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on ______ in the presence of

(1)

(2)

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

(1)

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,

company

or

а

whether

individual

(2)

SIGNED	AND DELIVERED	BY the Co	ontractor by				
the	hand	of	Shri				
			_ and duly				
constituted attorney.							

If the Contractor signs under its common seal, the signature

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

Section IV General Conditions of Contract (To be read in relevance to e-tendering process only)

1. Issue and Submission of Tender:

Participation in this tender will be allowed to empanelled contractors in respective category & who have experience in related trades like Civil works including plumbing and carpentry etc. electrical works and cleaning and maintenance works. Tender for "General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu" as the case shall be uploaded through MSTC website strictly in accordance with the procedures prescribed in Section-I of this document & will be remain open to the tenderer for participation before 14:00 Hrs. on July 14, 2025 under any circumstances whatsoever.

2. Part I – Technical & Commercial:

a. Part-I shall contain the unpriced tender consisting of scope of works as specified, specifications of an item of works, documents and commercial terms and conditions etc. Earnest Money shall be submitted through NEFT only.

b. Part-I of the tender as submitted shall contain the following and to be deposited in the RBI, Estate Department, Jammu Office unless otherwise stated separately in this document:

(i) Earnest Money Deposit (EMD) shall be deposited through only NEFT in favour of Reserve Bank of India, Jammu in the Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero).

(ii) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the tender documents.

- (iii) List of deviations, if any, in commercial terms and conditions.
- (iv) List of deviation, if any, in technical specification.
- (v) Any other technical information the tenderer wishes to furnish.

c. The Tenderers are advised to visit the site and get acquaint themselves of the site conditions before tendering.

d. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

e. All information, correspondence letters shall be submitted in duplicate and addressed to Shri Chandra Shekhar Azad, Regional Director, Estate Department, Reserve Bank of India, Jammu.

3. Part II – Price:

a. This part shall contain prices in Indian Rupees only and shall be opened through online after due fulfilment of condition as per Part-I tender. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.

b. Rates should be quoted in Indian Rupees only. No request for any change in rate or conditions after the opening of the part II tender will be entertained.

c. The rates quoted shall be based on the Part-II of tender and shall be firm and binding **without any Escalation** whatsoever till the entire Contract period.

d. For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in the original and duplicate, the lower of the two rates will be considered for arriving at the total amount for that item.

<u>4. Pre-Bid Meeting:</u> Yes, July 03, 2025 (11:00 Hrs.) at Estate Department, Reserve Bank of India, Rail Head Complex, Jammu-180012

5. Opening of Tender:

As per the procedures laid down in Section-I hereto for opening of e-tender.

6. Broad Scope of Work:

The scope of work shall include the following:

The contractor is advised to visit the site before quoting their rates to assess the quantum of work as per the detailed scope of work as stated in this contract. The entire work shall be carried out as per the specification as mentioned in the tender scope of work and as directed by the Engineer in-Charge of the Bank's. The specifications mentioned in this Contract are final & binding to the Contractor to perform the work under this contract. However, unless otherwise stated, the specifications, methodology for execution of any items of work etc. as given by relevant IS will form the guide & shall be binding on the Contractor to execute the work accordingly under this contract.

7. Payment to the Contractor & Performance Bank Guarantee (PBG)

Payment to the contractor shall be made against the amount of work done at site only after raising the demand by the Contractor. The value of works for interim certificates of payment is specified in the appendix hereto. If the contractor fails to perform the work as specified in the Contract, the Bank, at his discretion will encash the Performance Bank Guarantee specified in the appendix hereto, if any, indicated in the tender and terminate the contract without assigning any reason and any further reference to the contractor. Bank's decision in this regard will be final and binding on the contractor and the contractor will not have any claim in this regard whatsoever it may be.

Successful bidder shall ensure submission of Performance Bank Guarantee as stipulated in the tender. In case of delays in submission of unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate. **Release of PBG:** As specified in the appendix hereto.

8. Validity of Tender:

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

9. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

10. Earnest Money Deposit (EMD) during contract period:

All bidders shall deposit EMD amount to the Bank in following terms & conditions:

a) Earnest Money Deposit for a sum of **₹82,300/-** shall be remitted to Bank Account of Reserve Bank of India before opening of Part-I of tender and details

of NEFT (scan copy) shall be sent through email at <u>estate@rbi.org.in</u>. The account details for NEFT/RTGS transactions are as follows.

b) Under no circumstances Earnest money deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or Cheque/DD etc.

c) The Earnest Money Deposit (EMD) **₹82,300/-** (Rupees Eighty-Two Thousand Three Hundred only) deposited through NEFT in RBI Jammu, Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero) as Security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.

Release of EMD: The Earnest Money Deposit (EMD) deposited by the successful bidder will be returned to him after submission of Performance Bank Guarantee (PBG) for due fulfilment of the contractual obligations by the contractor.

The EMD of other bidders will be returned after award of work.

Forfeiture of EMD: The EMD will be forfeited in the following situation:

a) If the vendor / contractor withdraws bid after opening of the commercial bid/ Part-II

b) If the vendor / contractor fails to commence the work awarded to her/him within the prescribed time limit.

11. Signing of Contract Agreement:

a. The General instructions to the tenderers and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer, and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

b. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. The Contractor shall be acquainted himself/themselves to each page of the tender documents and having acquainted in the general conditions of contract, technical specifications, etc.

c. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within Seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

12. 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** specified in the appendix hereto, 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.

13. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may cause the General Manager/Deputy General Manager, Estate Department of the Bank or any other representatives nominated by the Employer, to serve a notice in writing on the Contractor, rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer without prejudice to his other remedies against the Contractor.

14. The Contractor shall carry out all the work strictly in accordance with the details of the tender documents and instructions of the Bank's Engineer. The Tenderer shall have to use **materials of the makes/manufacturers specified in the list of material of approved brand and /or manufacturer contained in this tender form.**

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

16. The rates quoted in the tender shall include all charges like for clearing of site before commencement as well as after completion, meters, scaffolding (single or double as the case may be), centring, staging, and pumping out water including fencing, plant and equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary plumbing and electric supply, protection of the publics and adjacent properties, safety of adjacent roads, streets, pavements, walls, houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centring, scaffolding & staging etc. as occasion shall require or when ordered so to do and fully reinstate and make good all matters and things disturbed during

the execution of work and to the satisfaction of the Bank. The rates shall not include water charges and electricity consumption charges for the work as the same shall be supplied by the Bank at free of cost.

17. The rates quoted shall be deemed to be for the finished work to be measured at site. The rats shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must quote their rates inclusive of Goods & services Tax (GST), if applicable. No claim in respect of Goods & services Tax (GST) or any other tax, duty or levy whether existing or future shall be entertained by the Employer/RBI.

18. The Contractor should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. However, during actual execution of work, if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the Bank and with the concurrence of the employer, in excess of 25% of the tender quantity shall be considered as an extra item of work for which the Contractors shall submit fresh rates supported by rate analysis with original purchase bill / vouchers etc. & worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the contractor shall not be entitled to any claim on this account.

19. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the **14th day after written** order to commence the work is issued.

20. 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 Conditions of Contract.

21. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not appear liability for any sum besides the tender amount, subject to such variations as are provided for herein.

22. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer with the prior consent in writing of the Employer.

23. The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

24. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications made by the Employer/Bank and also in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted.

25. The successful tenderer should make his /her own arrangement to obtain all materials required for the execution of work.

26. The contractor shall strictly comply with the provision of safety code contained in the tender form.

27. The security deposit of the successful tenderer will be forfeited, if he/she fails to comply with any of the conditions of the Contact.

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

29. If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he/she shall in good time, before submitting <u>his/her</u> tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing <u>before tendering</u>. Once a tender is submitted, the matter will be decided according to tender conditions, in the absence of such authentic pre-clarification

30. The Reserve Bank of India reserves the right to sub-divide the work mentioned in the tender, amongst two or more tenders at its own discretion and contractor will have to execute orders for part of the items placed with them at the quoted rate for various item. The Reserve Bank of India also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the contractor shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self-supporting and relevant.

31. Errors, Omission and Descriptions:

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

a. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the later shall be taken as correct.

b. Between the written description of the item in the specifications and the detailed descriptions in the schedule of quantities of the same item, the later shall be adopted.

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

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

32. In all cases of omissions and/or doubts or discrepancies in any item or specification a reference shall be made to the **Dy. General Manager**, **Estate Department / Officer-In-Charge**, Reserve Bank of India, Jammu, whose elucidation, elaboration or decision shall be considered as authentic.

33. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

34. Prevention of Sexual Harassment of women at workplace:

The Contractor / Agency shall be solely responsible for full compliance with the provision 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 to the complaint.

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

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

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

35. Labour License from CLC:

The contractor shall abide by and fulfil all requirements laid down under the contract labour (Regulation and Abolition) Act and the rules framed in the act.

36. Contractors are advised to understand the scope of work and make availability of sufficient materials in advance to achieve the target within stipulated/scheduled time.

37. i. The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws. It is obligatory for the agency or contractor to obtain various registrations / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This has to be strictly carried out by agency or contractor. The agency or contractor shall ensure payments of Employees' State Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract labors employed by him/her/ them and submit documentary evidence (i.e. payment receipt obtained from Employees' Provident Fund Organization (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment) in respect of the same to the Bank, failing which the Bank shall deposit the same directly and adjust/deduct the amount from the dues payable to the agency or contractor along with levying penalty as per the terms and conditions of the contract. No extra payment over & above guoted rates shall be made to the agency or contractor on this account. The agency or contractor shall be responsible to comply with all statutory provisions including for ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non-compliance of labour laws including that of EPF and ESI."

ii. The successful tenderer shall comply to BOCW Act and BOCWWC Act, 1996, if **applicable**. The applicable cess will be deducted by the Bank from total payables to contractor / paid by the successful tenderer. The Security deposit will be released after ensuring payment of this cess amount.

38. A bidder is liable for debarment/disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.

f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g. obstruction of any investigation or auditing of a procurement process.

h. making false declaration or providing false information for participation in a tender process or to secure a contract.

i. failed to disclose conflict of interest

j. failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

CLAUSES OF CONTRACT

1. Interpretation of Clause:

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

- (a) Employer: Shall mean The Reserve Bank of India and shall include its assignees and successors,
- (b) Contractor

(C)

(d)

In the case of a partnership firm:	Contractor	shall	mean				
	and trading as partners in the name and style of						
	place the partners		•		_ and s	having a hall include d the legal	
In the case of	representativ		ceased partr mean	ier.			
individual:	style	of	:	trading	in the	name and	
	his heirs, suc		nd legal repr			hall include	
In the case of company:			mean				
	incorporated under its registered office at include its successors and assignees.						
Site:	Shall mean the site of the contract works at RBI Main Office premises , Jammu " and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use under this contract.						
This Contract:	Shall mean the Condition		•		•		

Specification attached hereto and duly signed and other letters or communications

- (e) Notice writing: in Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last know private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (f) Act of Shall mean any act of insolvency as defined by the Presidency Insolvency: Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (g) Net Prices: If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in 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.
- (h) Works: "General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu" as provided herein.

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

2. <u>Scope of Contract:</u>

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

- 2a The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- 2b Any discrepancy in the Schedule of Quantities and/or specification.
- 2c The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- 2d The removal and/or re-execution of any works executed by the Contractor.
- 2e The dismissal from the works of any persons employed thereupon.

- 2f The opening up for inspection of any work covered up.
- 2g The amending and making good of any defects under clause thereof.
- 3. The Contractor shall forthwith comply with and duly execute any work comprised such Employers instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Bank shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dispensed from in writing within a further seven days by the employers, such shall be deemed to be Bank's Instructions within the scope of the Contract

4. <u>Contract to Provide everything necessary at his/her cost:</u>

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

5. The Contractor shall confirm to the provision 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 Specifications that may be necessitated by so conforming give to the Bank 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 byelaws in question, and any variation so necessitated shall be dealt with under Clause: 15 thereof.

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

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

7. <u>Setting out of works:</u>

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

8. <u>Materials and workmanship to confirm to descriptions:</u>

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the

Employer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

9. <u>Contractors' superintendence and representative on the works</u>:

The contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiry of the "Defects Liability Period" stated in the appendix hereto. The Contractor shall also engage/employ a competent, qualified and experienced Engineer who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Bank's Engineer to such representative shall be held responsible as given to the Contractor.

10. <u>Dismissal of workmen</u>:

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

11. Access to works:

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

12. Bank's Engineer

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

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

14. Assignment and Sub - letting:

The whole of the works included in the contract shall be executed by the Contractor and the Contractor or any part/share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

15. <u>Alterations, Additions, Omissions etc.:</u>

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

16. <u>Schedule of Quantities</u>:

The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 15 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 rates.

17. <u>Sufficiency of Schedule of Quantities:</u>

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

18. <u>Measurement of Works:</u>

The Bank's Engineer may from time to time intimate to the Contractor and the Employer that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified supervisor to assist the Assistant Manager (Tech) / Manager (Tech)/ Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer, or a person approved by the Employer shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements laid down in the relevant parts of **IS: 1200** unless otherwise specified in the tender specifications.

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

All authorized extra works, omissions and all variations made with the Employer's knowledge, but subsequently sanctioned by the competent authority in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

19. <u>Prices for extras etc. ascertainment of</u>:

No claim for an extra shall be allowed unless it shall have been executed under provisions of **Clause 3** hereof or by the authority of the Bank's Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- **19a** (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
 - (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.
- **19b** The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (c) thereof.
- **19c** Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
- **19d** 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 Bank's Engineer, the workman's name) and materials employed be delivered for verification to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.
- **19e** It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the Contractors shall submit rates supported by rate analysis worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.

- **19f** The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 18 thereof.
- **20.** The successful tenderer should make his own arrangement to obtain all materials required for the work. The successful tenderer is bound to purchase the required materials for which the "Basic Price" has been stipulated in item from the dealer or supplier approved and selected by the Bank and at the rate approved by the Bank from time to time.

For items where Basic price of materials is stipulated, only the difference in the basic price including taxes and Actual Price including taxes will be considered and 15% contractor's overhead and profit will be allowed on such difference. The contractor will have to produce tax invoice bill for procurement of such materials.

21. <u>Unfixed materials when taken into account to be the property of the Employer</u>:

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

22. <u>Removal of Improper work</u>:

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

23. <u>Defects after virtual completion</u>:

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or , if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable times as shall be specified therein, be amended and made good by the Contractor, at his own and in case of default the Employer 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 Bank's Engineer' 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 Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 29 thereof 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 Bank's Engineer as provided in Clause 10 and 20 thereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

24. <u>Certificate of Virtual Completion and Defects Liability Period</u>:

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

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 employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

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

- (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 Bank Engineer's Certificate provided that before any certificate is issued the Contractor shall upon request furnish to the Bank's Engineer proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, the default whereof the

Employer may pay the same upon a Certificate of the Bank's Engineer 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.

25. <u>Other persons employed by Employer</u>:

The Employer reserves the right with the concurrences of the Bank's Engineer to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant of 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.

26. Insurance in respect of damages to persons and property:

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 reasonable 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.

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

The Contractor shall also 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 ₹2 lakhs per person for any one accident or occurrence and ₹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 be at his own expense effect and maintain until the Virtual Completion or 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 there from.

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 gods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer/Architect 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.

The bidder shall obtain (at his cost) and maintain insurance policies in respect of following, in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount from date of commencement of work / date of issue till completion of the work.

1. **Contractor's All Risk Policy** for the full Contract Value and available up to completion of the work.

2. **Workmen Compensation Policy** for all workmen deployed at site. Minimum limit of coverage under the policy shall be Rs 2 lakhs per person for any one accident or occurrence

3. **Third party liability**. Minimum limit of coverage under the policy shall be Rs 5 lakh in respect of damage to property for any one accident or occurrence

27. Date of commencement and completion:

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

28. Damage for non-completion:

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under **Clause 29** hereof and the Bank's Engineer /Employer certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Employer the sum names in the Appendix as "Liquidated Damages" for the period during which the said Works so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

29. Delay and Extension of Time:

If in the opinion of the Bank's Engineer/Employer, the works be delayed:

(a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own fault or (d) by the works or delays of other Contractors of Tradesmen engaged or nominated by the Employer or the Bank's Engineer/Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's instruction as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the bank's Engineer/Employer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer/Employer may with previous approval in writing of the Employer, make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lock-out, the Contractor shall immediately give written notice thereof to the Bank's Engineer/Employer, but the Contractor shall nevertheless constantly use his Endeavour's to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

If the Contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least **7 days before** the expiry of the scheduled time and while applying for extension of time Contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the Contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Employer, the provision of liquidated damages as stated under **Clause 28** will become applicable.

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

30. <u>Failure by Contractor to comply with Bank's Engineer's/Employer's</u> <u>Instructions</u>:

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

31. <u>Termination of Contract by the Employer</u>:

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

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

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

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

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

OR if the Bank's Engineer/Employer shall clarify in writing to the Employer that the Contractor.

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

Contractor for seven days after written shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer/Employer 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 of 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 Bank's Engineer/Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt of 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 shall be final and conclusive between the parties.

32. <u>Termination of Contracts by Contractor</u>:

If the payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, of if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer and he 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.

33. <u>Certificate of Payments</u>:

33a The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Architect, work to the approximate value named in the Appendix as "Value of Work for Interim

Certificates" (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with this contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the Appendix as "Total Retention Money" after which time Instalments shall up to the full value of the work subsequently so executed and fixed in the building. The Architect may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Employer / Bank's Engineer the sum of money named in the Appendix as "Instalment after Virtual Completion" being a part of the said Total se 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 Architect at the expiry of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion of 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 interest and meaning hereof whichever shall last happen, provided always that the issue by the Employer/Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 18 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 Employer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer, and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

33b The Contractors will be paid an advance of 75% of the cost of required building materials brought to the site for consumption in the works, at the discretion of the Bank. The assessment of the cost of building materials shall be derived either from the actual or from the tendered rate and the lesser of the two shall be considered for payment. The Contractor shall give an undertaking on stamp paper for this payment in the proforma given in Annexure I.

Advance as above may be paid in case of paints of all types whether ready-mix or dry. However, the material on which such advance is paid has to be used in the work within six months of the date of manufacture, failing which the whole advance so paid will be recovered in one lump sum from his next RA Bill after the expiry of six months from the date of manufacture.

33c 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 Bank's Engineer, pending test checking of work and measurement checking of detailed arithmetical accuracy and certification by Engineers

- **33d** The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
- **33e** The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.
- **33f** 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 Virtual Completion Certificate.
- **33g** Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificates".
- **34.** Any amounts payable by the Employer to the Contractor in pursuance of any certificates given by the Bank's Engineer hereunder shall, if not paid, within the "Period of honouring certificates' named in the Appendix carry interest at the rate named in the Appendix as the "rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

35. <u>Matter to be finally determined by the Employer:</u>

The decision, opinion, direction, certificate of payment with respect of to all or any of the matters under related Clauses of contract hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction. Certificate of valuation of the Employer or any refusal of the Employer to give any of the same, shall be subject to the right of Arbitration and review under relevant clause hereof in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Employer.

36. <u>Settlement of Disputes by Arbitration:</u>

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the work or whether before or within 12 months of the determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed & the reason thereto, and settled by the Architect, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Architect with respect to any of the excepted matters shall be final and without appeal as stated in the clause 36 hereof. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on any matter, question or disputes of any kind of the excepted matter or as to the withholding by the Architect of any certificate to which the contractor may claim to be entitled, then and in any such case either party (The Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details & amount which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by the both the parties.

If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both

the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

The arbitrator or arbitrators, as the case may be, shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator shall deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement or compromise thereof, with the arbitrator or the arbitrators as the case may be.

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

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that that the Contractor shall not delay the carrying out the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall until the decision of the arbitrator or arbitrators as the case may be, is given abide by the decision of the Architect and no award of the arbitrator or arbitrators, as the case may be, shall relieve the contractor of his obligations to adhere strictly to the Architect 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.

37. <u>Right of Technical Scrutiny of Final Bill</u>:

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

38. Employer entitled to recover compensations paid to workman:

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

39. Abandonment of works:

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

40. <u>Return of surplus materials</u>:

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

41. <u>Right of Employer to terminate contract in the event of death of contractor if</u> <u>individual:</u>

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

42. <u>The Marginal Notes</u>:

The Marginal Notes and in the catch liens hereto and in the annexure hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexure hereto. The Contractors will have to carry out and complete the said work in every respect in accordance with this contract.

- **43.** While taking up the work, the contractor shall ensure that least disturbance is caused to the occupants/visitors. The contractor may please note that the availability of space of work will depend upon different factors, and they may not be able to get all the areas/flats at a stretch. The work has to be carried out in different areas / flats according to the availability of area and the rates quoted shall be valid for the same
- **43A** The staircase, the common area and the surrounding area of the buildings in which work is taken up shall be cleaned at the end of the day's work by the contractor to the entire satisfaction of Bank's Engineer/occupant.
- **44.** All the debris accumulated by the works shall be removed from the premises on a weekly basis and the premises shall be kept clean.
- **45.** One sample shall be taken up first for work and once the materials and detailing are approved by the Bank, then the contractor shall organize the works as per the approved sample work and complete the entire work as per completion time period mentioned in the Appendix. While quoting the rate, the contractor shall take into account all the above points.
- **46.** The thickness of the back mortar / plaster indicated in any respective item in <u>BOQ</u> is the minimum thickness. If the thickness of the plaster/mortar is required to be provided more than what is provided in the item based on the site requirement, the same shall be provided by the contractor without any extra cost.
- **47.** The arrangement and cost of water and electricity required for the work shall be done by the contractor at their cost. However, the Bank may consider allowing to contractor to take the water and electric from the premises at one place for these purpose **water and electricity** shall be provided by the bank at free of cost, but contractor has to make arrangement of suitable length electric wire/extension board with a cut out. The cutting machine etc. shall be arranged by the contractor as per load of the Bank's meter and wires in case if they are willing to take use the electricity from Bank's flat. In case if any damage of electric line/electric meter is observed due to work the contractor has to make it good at his own cost, failing on which the Bank will recover the cost of damages from the bill/security deposit of the contractor without further referring the matter to contractor.
- **48.** The work shall be carried at all heights as per requirement and the rate quoted shall be inclusive of the same. The rates shall also be inclusive of cleaning of the surrounding area of buildings after completion of work.
- **49.** The contractor shall engage one **technical supervisor at site throughout the progress of the work** till the virtual completion of the same with the following details:
 - a) The supervisor shall be authorized by the contractor to execute all the works related to site works which includes: receiving verbal/ telephonic / written orders from the employer with date, execution of extra / variation

items with proper prior written approval from the employer as specified in the relevant tender clauses.

- b) Employer will allow the supervisor to stay temporarily inside the premises with the storage facilities for stacking the construction materials, till the virtual completion of the work, free of cost. In case at any point of time it is found that the space is used for any sort of malpractice etc. contractor may be asked to vacate the space immediately.
- c) Supervisor shall be provided with a mobile phone with SIM card and shall act as the authorized representative of the contractor for all the purposes: like taking day to day measurements, available at site for taking joint measurements with Bank's Engineer, attending to the Banks' Officials during their visit to the site for inspection of the work, signing the site order books & measurement books etc. as per the Bank's norms.

50. EPF and ESI:

The contractor shall ensure that he is registered with EPFO and should abide with the rules and regulations issued by EPFO and ESI.

Section V Special Conditions of Contract

- 1. The workmen will not be allowed to stay within the premises.
- 2. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
- 3. Even though in finishing items, the number of coats of paint/polish are mentioned, the contractor shall note that the entire area be finished in top class while handing over, including, if necessary, additional coat of painting/polishing etc. without any extra cost.
- 4. The intending tenderer can obtain any clarifications regarding the e-tender drawings, specifications etc. if any from the office of the Regional Director, Reserve Bank of India Estate Department, Jammu on any Bank's working day.
- 5. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer and make the entire area clear.
- 6. Wherever the basic rate for the material is specified, the contractor should furnish to the Bank for verification of the entire paid bill. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. 15% profit shall be considered on the cost difference. The basic prices are ex-godown and are exclusive of GST, 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.
- 7. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, are appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
- 8. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. Failure to comply with these instructions can result in rejection of the work.
- 9. Samples of the materials for the work shall be got approved by the Bank's Engineer.
- 10. Any inconsistency, deviation found between the specification and drawings while execution, it is to be expressively noted that the specification will prevail and supersede the drawings.
- 11. The tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the tenderer.
- 12. The tenderer should note the e-tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. Being e-tender for finishing works which calls for workmanship and finish including use of good quality materials of high standard, it is expected that the tenderer should understand the intent of the e-tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards in keeping with the function for which the work is intended. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor. The contractor's claim for not providing in his e-tender for such materials, workmanship and finish cannot be entertained.
- 13. The successful contractor shall make sure that they protect their materials and hand them over in good shape to the Bank satisfactorily. At the time of handing over any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.

- 14. The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc., make the surface good after grouting etc.
- 15. Neat housekeeping at all times is the responsibility of the successful tenderer, who shall also ensure that the removal of debris, waste materials etc. from the site at their own cost and the same shall be organized at regular basis.
- 16. The successful contractor shall also be responsible for the safety and security of all their materials and for ensuring fire prevention steps at all times in the residential/ office premises including their part of the work.
- 17. The contractors also have to subject themselves to the security restrictions imposed by the Bank.

Safety Code

- 1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place by the Contractors.
- 2. The contractor shall provide necessary face masks, globes and other necessary protective coverings to their workers if advised by the government to contain spread of COVID-19, if applicable.
- 3. An injured person shall be taken to a public hospital without loss of time by the Contractor, in cases where the injury necessitates hospitalisation.
- 4. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 5. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- 6. Every opening in the floor of a building or 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 metre.
- 7. No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe.
- 8. Workers employed on mixing and handling materials (such as asphalt, cement, mortar or concrete, lime mortar, cleaning materials, paints & primer etc.) shall be provided with protective footwear, rubber hand-gloves, etc.
- 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 face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- 12. All the workers shall wear helmet & safety belts while working at site.
- 13. Hoisting machines and tackles used in the work, 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.
- 15. This is an occupied premises and access to site will be provided based on convenience of the Bank.

FIRE SAFETY CODE

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3-pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e., welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended shall be kept on the site. Used paint drums shall be stored in specified store only after closing them properly.
- vii. 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.
- viii. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- ix. None of the passages near lift lobby and staircases lobby shall be used for stacking / dumping any kind of materials/waste.
- x. None of the fire extinguishers shall be removed/shifted from its designated location.
- xi. Power supply shall be switched off from the mains when equipment is not in use.
- xii. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Section VI	
Appendix Hereinbefore Referred	<u>Го</u>

Sr. No.		ce to Clauses in Conditions ore referred to Bank's Terms	
1.	Section- IV, Para 10	EMD	₹82,300/- (Rupees Eighty-Two Thousand Three hundred only) deposited through NEFT in RBI Jammu, Account No. 8714295, IFSC Code: RBIS0JMPA01 (0=Zero)
		Release of EMD after submission of PBG.	Entire EMD amount
2.	Section- IV, Para 7	Release of Performance Bank Guarantee.	After Defect Liability Period + 60 days
3.	Section - IV, Cl. 19	Period of Final Measurement	Three Months from the date of Virtual Completion.
4.	Section - IV, Cl. 23	Defects Liability Period:	12 months.
5.	Section - IV, Cl. 26	Insurance in respect of damages to persons and property	1. Contractor's All Risk Policy for the full Contract Value and available up to completion of the work.
			2. Workmen Compensation Policy for all workmen deployed at site. Minimum limit of coverage under the policy shall be Rs 2 lakhs per person for any one accident or occurrence
			3. Third party liability. Minimum limit of coverage under the policy shall be Rs 5 lakh in respect of damage to property for any one accident or occurrence
6.	Section -	Date of Commencement	14 th day from date of work order.
	IV, Cl. 27	Period for Completion	210 days from the date of Commencement of work.
7.	Section - IV, Cl. 28	Rate of Liquidated Damages	0.25% of contract amount per week subject to maximum of 10% of accepted contract amount.

Sr. No.	Reference to Clauses in Conditions hereinbefore referred to Bank's Terms		
8.	Section - IV, CI.33	Minimum value of Works for Interim Certificates	₹10.00 Lakh.
		Retention Percentage	5% from Each Bill
		Security Deposit	Total Retention Money
		Total Retention Money	5% of the contract value
		Period of honouring Certificates of Payments	One month for interim bills & three months for final bill.
		Interest for delayed payments	Three percent per annum subject to fulfilment of contract clauses.

Section VII Detailed Scope of Works

Section A – General

The scope of work covers execution and completion of the work of "General External **Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu**" for the Reserve Bank of India in accordance with the specifications mentioned in Part-II of this tender.

Contract:

The form of contract shall be according to the printed form "Conditions of Contract". The following clauses shall be considered as an extension and not in limitations of obligation of the contractor.

Contractor to Include in his Rates:

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

1. Contractor to Inspect Site:

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

2. Access to Site:

The contractor is to include in his rates for forming access to the site.

3. Access for Inspection:

The contractor is to provide at all times during the progress of the works and the maintenance period proper means of access, with ladders, gangways etc. and the necessary attendance to move and adapt as directed for the inspection of measurement of the works by the Bank's Engineer of their representatives.

4. Electric & Water, Supply:

Shall be arranged in accordance with Clause of General Instructions to Contractors and Special Conditions of the Contract. He shall also allow other Contractors to use the facilities when requested but compensation charges shall be apportioned by the Bank's Engineer.

5. Gatekeeper and Watchman:

The contractor from the time of being placed in possession of the site must make arrangements for watching, lighting and protecting the work, all materials, workmen and the public by day and night on all days including Sundays and holidays at his own cost.

6. Storage for Materials:

The Contractor shall provide their own for all necessary arrangements for storage and protection of all the materials required for the work including tools and equipment's which

are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open. However, Bank will provide space for storing the materials under proper arrangements by the contractor.

All such areas shall be cleared away and the whole area left in good order on completion of the contract to the satisfaction of the Bank's Engineer.

All materials which are stored on the site such as bricks, aggregates etc. shall be stacked in such a manner, so as to facilitate rapid and easy checking of quantities of such materials and the materials should not be stacked in one spot /area to avoid the structure from overloading as per IS code requirements.

7. Cost of Transportation:

The Contractor shall allow in his cost for all transporting, unloading, stacking and storing of supplies of good and materials for this work on the site and in the places approved from time to time by the Bank's Engineer.

The Contractor shall allow in his price for transport of all materials controlled or otherwise to the site.

8. Rates for Non-Tender Items:

Rates of items not included in Schedule of Quantities shall be settled by the Bank's Engineer as mentioned in the variation clause of the Contract Conditions.

9. Rate to Include:

The rates quoted shall be for all lead & lift and for finished works Inclusive of all Taxes.

10. To ascertain from Contractors for the other Trades:

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

11. Testing of Work & Material:

The Contractor shall arrange to test all the materials to be used on work and works or portions of works at his cost in order to prove their soundness and efficiency if required by the Bank. Before sending the samples of materials for testing the samples shall be sealed and signed jointly by the contractor and the representative from the Bank and each sample shall be given distinct identification mark. If after any such test, the work or portion of works is found to be defective or unsound in the opinion of the Bank, the contractor shall pull down & re-do such work at their own cost. The materials which are found not confirming to the relevant I.S. provisions after testing, shall be immediately removed the site by the Contractor.

12. Foreman and Tradesman:

All tradesmen shall be experienced men properly equipped with suitable tools for carrying out all the work of repair & re plastering and other specialist trades in a first-class manner and where the Architects deem necessary, the Contractor shall provide

any such tools, special or ordinary, which are considered necessary for carrying out of the work in a proper manner.

All such tradesman shall work under an experienced and properly trained supervisor, who shall be capable of reading and understanding all the works pertaining to this work and the contractor shall also comply with other conditions set out in the Conditions of the Contract.

13. Clearing of Site:

The Contractor shall after completion of the work clear the site of all debris and leftover materials at his own expense to the entire satisfaction of the employer and Municipal or other public authorities.

14. Preparation of Building for Occupation and Use on Completion:

The whole of the work shall be thoroughly inspected by the Contractors and all deficiencies and defects put right. On completion of such inspection, the Contractor shall inform the employer in writing that he has finished the work and it is ready for the Banks Engineers' inspection.

On completion, the contractor shall clean all windows and doors and all glass panes including cleaning of all floors, staircase and every part of the building including oiling of all hardware. He will leave the entire building neat and clean to the satisfaction of the employer.

15. Vouchers:

The Contractor shall furnish the employers with vouchers on request, to prove that the materials are as specified and to indicate the rates at which the materials are purchased in order to work out the rate analysis of the non-tender items which he may be called upon to carry out thereafter.

16. Protection:

The contractor shall properly cover up and protect all work throughout the duration of work until completion, particularly masonry/finish, mouldings, steps terrazzo or special floor finishes, staircases and balustrades, doors and windows frames, plaster angles, lighting and sanitary fittings, glass, paint work and all finishing.

<u>Section- B</u> Materials:

- 1. Materials shall be of the best approved quality obtainable, and they shall comply with the respective specification.
- 2. Samples of all materials shall be got approved before placing an order and the approved sample shall be deposited with the Bank's Engineer.
- 3. In case of non-availability of materials in metric sizes, the nearest size in FPS units shall not be provided with the prior approval of the Bank's engineer for which neither extra will be paid nor shall any rebate be recovered.
- 4. All the materials shall be tested in any testing laboratory approved by the Assistant Manager/ Manager (Technical), as per the testing guidelines issued by the Employer, which can be perused by the Contractor from the office of the Estate Department at RBI, Jammu. Results of such tests in original issued by the laboratory shall be submitted to the Bank. Testing charges paid to the material testing laboratory shall be reimbursed by the Bank after production of original receipt of payment.
- 5. It shall be obligatory for the Contractor to furnish certificate, if demanded by the Bank's Engineer, from manufacturer or the material supplier that the work has been carried out by using their materials and as per their recommendations.
- 6. All materials supplied by the Employer/ any other specialist firm shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
- 7. Unless otherwise mentioned in the Schedule of Quantities or Special Conditions, the quality of materials, workmanship dimensions etc. shall be as specified herein under.

(a) Cement:

Cement shall comply in every respect with the requirements PPC the latest publication of IS269 and unless otherwise specified pozzolana Portland cement shall be used.

Care should be taken to see that each bag contains full quantity of cement. When part bag is required, cement shall be taken by weight or measured in measuring boxes.

No other make of cement but that approved by the Bank Engineer will be allowed on works and the source of supply shall not be changed without approval of the Bank Engineer in writing. Test certificates to show that cement is full y complying with the specifications shall be submitted to the Bank Engineer and notwithstanding this, the Bank Engineer may at their discretion, order that the cement brought on site and which they may consider damaged or of doubtful quality for any reason whatsoever, shall be retested in an approved testing laboratory and fresh certificates of its soundness shall be produced.

Cement ordered for retesting shall not be used for any work pending results of retests.

Cement shall be stored in weatherproof shed with raised wooden plank, flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt

i.e., first received being first used. Cement deteriorated and/or clotted shall not be used on work but shall be removed at once from the site. However, allowing use of warehouse set cement shall be determined by the Architect.

Daily record of cement received and consumed shall be maintained by the Contractor in an approved form and submitted to the Bank.

(c) Cement Mortar:

Cement Mortar shall be of proportions specified for each type of work in the schedule of quantities. It shall comprise of Portland cement and sand. Measuring cement and sand to the proportions specified and sufficient water then be added to it to form thick slurry. The slurry thus obtained shall then be added to dry cement and sand mixture and thoroughly mixed to make a workable homogeneous mortar of uniform color by adding more water if necessary. Mechanical mixers shall generally be used for mixing such mortars. If hand mixing is allowed, it shall be done on pucca platform.

d) Sand:

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

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

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

(e) Coarse Aggregate:

Shall consist of crushed or broken stone 95% of which shall be retained on 4.75 mm IS test sieve. It shall be obtained from crushing Granite, Quartzite, Trap, Basalt or similar approved stones from approved quarry and shall conform to IS 383 and IS 515.

Coarse aggregate shall be chemically inert when mixed with cement and shall be cubical in shape and free from soft, friable, thin, porous, laminated or flaky pieces. It shall be free from dust and any other foreign matter.

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

(f) Reinforcement:

Reinforcement shall be of tor steel tested quality conforming to IS.

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

(g) Finishing & Painting:

The work of painting & colour washing shall be done according to IS 2395(1994) and 1477(1971) shall be to the entire satisfaction of the Engineer.

General Requirements for Finishing & Painting Works:

- 1. The entire painting work shall be done in first class manner with premium quality paints unless otherwise specified. Only ready mixed computerized formulation paints (exterior grade) as received from manufacturer without any admixture shall be used.
- 2. The Contractor shall deposit with the Engineer at his own cost, samples panels of paints approved prior to commencement of work at site. The color shades of the paints approved by the Engineer only shall be used. For outside/ external painting, sample area shall be prepared, and shade got approved from the Engineer.
- 3. If for any reason thinner is to be used the same should be of the brand recommended by the manufacturer and shall be carried out in the presence of Bank's Engineer.
- 4. Approved paints, oils or varnishes shall be brought to the site by the contractor in their original sealed container. The materials shall be brought in at a time in adequate quantities to suffice the whole work or the at least the fortnights work, the material should be kept in joint custody of contractor and engineer-in-charge.
- 5. Special care shall be taken by providing suitable covers tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment from stains. The work shall be carried out without any inconvenience to the occupants. The rates quoted shall include covering of furniture and for handling and rearranging the furniture etc. and any damage to property caused by the Contractor, shall be made good by the Contractor at his cost. The internal painting work in residential buildings, shall be done in a sequence to complete all works required to be done, in as short a time as possible, in each flat. The Contractor has to wash and clean the floors, after his work in that area has been completed.
- 6. The painting of the external surface should not be done in adverse conditions such as hailstorm and dust storm.
- 7. Additional coats shall have to be given without any extra cost, if instructed by the Engineer, over and above the number of coats prescribed in BOQ till the surface presents smooth and uniform finish.
- 8. The Contractor should exclude the cost of erecting double scaffoldings for finishing & painting work of the buildings from inside and outside.

- 9. The rooms should be thoroughly swept out and the entire building cleaned up at least day in advance of the paint being started.
- 10. Painting except priming coat shall generally in taken in hand after practically finishing all the repairs and plaster work.
- 11. The prepared surface for painting shall have received the approval of the Engineer-in-Charge after inspection before painting is commenced. Similarly, work for each coat shall also be got approved from the Engineer before proceeding to next coat.
- 12. Where so stipulated the painting shall be done by spraying, skilled and experienced workmen shall be employed for this class of work. Spraying should be done only when the drying conditions prevails.
- 13. No left-over paint shall be put back into stock tins. When not in use, the containers should be kept properly closed.
- 14. In painting the doors and windows, the putty around the glass panes must also be painted but care must be taken to see that no stains etc. are left on the glass.
- 15. Generally, there is tendency with the labour to neglect the top, bottom and the surfaces in the similar hidden locations of the shutters and these portions are not painted at all. Hence before recording the measurements the site engineer should check the shutters carefully and get the hidden and the top portions neatly painted otherwise the measurements of the painting of shutters shall be done on reduced rates.
- 16. Special care shall be taken while painting over bolts, nuts, rivets, overlaps etc.
- 17. The recording of measurements shall be done on the basis of length and breadth of the painted surfaces. Theses surfaces shall be measured in meters and quantity of the payment shall be calculated in Sqm.
- 18. Small articles not exceeding 0.1 Sqm of the painted surface shall be measured by counting and recorded in numbers.
- 19. Painting of the surface up to 10 cm in width and not in conjunction with similar painted surface shall be given in running meters
- 20. In measuring works like painting, varnishing, oiling of joinery and steel works etc. the coefficients as indicated against the item mentioned in table shall be used to obtain areas payable for the respective item. The coefficients shall be applied to the area measured flat not girthed.
 - A. Equivalent plains areas of the uneven surfaces

Measurements for doors, windows etc. shall be taken flats (not girthed) overall including the chowkhat or frames where provided, where chowkhat and frames are not provided only the measurements of the shutter shall be taken.

Where doors, windows etc. are of composite types other than those included in the above types, the different portions shall be measured separately with their appropriate coefficients, the center line of the common rail being taken as dividing line between the two portions.

21. The coefficients for the doors, windows shall apply irrespective of the size of frames and shutters members.

a) In case steel frames are used the area of the doors, windows, shutters shall be measured flat excluding the frames.

b) When the two faces of the door, window, etc. are to be treated with different specified finishes, measurable under spate items, the edges of the frames and shutter shall be treated with one or the other type of the finish as ordered by the engineer in charge.

c) In case where the shutters are fixed on both faces of the frame the measurement for the door frame and shutter on the one face shall be taken in the manner for shutter only excluding the frame.

d) Where the shutters are provided with clearance at top or/ and bottom each exceeding 15 cm height such opening shall be deducted from the overall measurements and relevant coefficient shall be applied to obtains the area payable.

e) Coefficient for sliding doors shall be the same as normal types of doors. The measurement shall be taken outside to outside of the shutters, and no separate measurement shall be taken for the top and bottom guide rails, rollers, fittings etc.

f) Collapsible gates shall be measured for width from outside to outside of the gate in its expanded position and for height from bottom guide rails, rollers, fittings etc.

g) The measurements of guard bars expanded metal, hard drawn steel wire fabric of the approved quality, grill work and gratings, when fixed in the framework, painting of which is once measured elsewhere shall be taken exclusive of frames in other cases the measurements shall be taken inclusive of frames.

h) For painting open palisade fencing gates etc., the height shall be measured from the bottom of the lowest rails, if the palisades do not go below it (or from the lower end of palisades, if they project below the lowest rails), up to the top of rails or palisades whichever are higher but not up to the top of standards when the later are higher than the top rails or palisades.

i) For trusses, compound girders, stanchions, lattice girders, and similar work actual areas will be measured in sq. meter and nothing extra shall be paid for painting of bolts heads, nuts, washers, etc. even when they are picked out in different tint to adjacent work.

j) Painting of rainwater, soil waste, vent and water pipes etc. shall be measured in running meters of the particular diameter of the pipe concerned. Painting of specials such as bends, heads, branches, junctions, shoes etc. shall be included in the length and no separate measurements shall be taken for these or for painting brackets, clamps etc.

k) Measurements of wall surfaces and wood and other work not referred to already shall be recorded as per actual.

I) Flag staffs, steel chimneys, aerial masts, spires and other such objects if requiring special scaffolding shall be measured separately.

Painting of flags shaft, aerial masts, spires etc. will be paid in sq. meter where Area payable for painting = length of the member x external average diameter = $D \times L$ sq. meter

m) All the furniture's, fixtures, glazing, floors etc. shall be protected by covering and stains, smears, splashing, if any shall be removed and any damages done shall be made good by the contractor at his cost.

n) It is general practice that generally a painter while painting the doors windows etc. does not care to clean the paint fixtures and other hardware with result the joinery looks ugly and later it would be very difficult to remove same.

The concerned official before recording the measurements should see that all the stains on fittings and glazing are removed and if same are not removed satisfactorily the payment for the item should be recommended at reduced rates.

The estimate has been based on DSR. The painting priming coat on wood, iron or plastered surfaces I has applying priming coat.

1. With ready mixed pink or grey primer of approved brand and manufacture on woodwork (hard or soft wood)

2. With ready mixed aluminium primer of approved brand and manufacture on resinous wood and plywood.

3. With ready mixed red oxide since chromate yellow primer of approved brand and manufacture on steel, galvanized iron/steelworks.

4. With ready mixed red oxide zinc chromate of approved brand and manufacture on steel world (second coat)

In this case the general requirements are:

i. Primer for plaster /woodwork / plywood /iron and steel /aluminium surfaces shall be as specified in IS: 109, IS: 3536, IS: 3585, IS: 2074 and IS: 104

ii. Where primer for woodwork is specified to be mixed at site, it shall be prepared from 0.7 kg of white lead:0.7 kg red lead:1 litre double boiled linseed oil and for steel work it shall be 2.8 kg red lead: 1 litre raw linseed oil: 1 litre turpentine.

iii. The woodwork to be painted shall be dry and free from moisture.

Vilify the steel surface is wet it shall be dried before the priming coat is undertaken.

iv. A second coat of ready-mix red oxide zinc chromate primer may be applied where considered necessary in aggressive environment such as industrial establishments, coastal regions where steel members are prone to corrosion. v. Second coat of primer is not necessary in case the painting with synthetic enamel paint asset is I applied over an under coat of ordinary paint. The measurement of this item shall be done as described above for painting.

- 22. Painting with ready mixed paint on new steel work (two or more coats)/New woodwork (two or more coats) of approved brand and manufacture in all shade to give an even shade
- 23. Finishing with epoxy paint on steel word /concrete work (two or more coats) at all locations prepared and applied as per manufacturer specifications including appropriate priming coat, preparation of surface etc. complete.

This work will have general requirements as follows:

The surface which has not been painted earlier or the paint been removed by paint remover, burning, caustic soda shall be considered as new surface.

The surface for applying the paint shall be thoroughly dry before the painting work being undertaken.

- 24. Painting 100/150 mm diameter pipes (two or more coats) on rainwater, soil, waste and vent pipes and fittings with black anti corrosive bit mastic paint of approved brand and manufacture over and including a priming of ready mixed zinc chromate yellow primer on new work.
- 25. Painting 100/150 mm diameter pipes (two or more coats) on rainwater, soil, waste and vent pipes and fittings with synthetic enamel paint of approved brand and manufacture over and including a priming of ready mixed zinc chromate yellow primer on new work.

The primer shall be prepared on site or shall be of approved brand and manufacture.

Painting New work (two or more coats) with oil type wood preservative of approved brand and manufactures. This shall have general requirements of

- i. General oil type wood preservative shall be creosote oil type I or anthracite oil.
- ii. Painting shall be done only when the surface is perfectly dry to permit good absorption. all roughness shall be sand papered and cleaned.
- iii. The first coat shall be allowed of least 24 hours to soak in before the second (final) coat is applied. The excess preservative which does soak into wood shall be wiped off with a clean dry piece of cloth.

The measurement shall be given as detailed above.

The Coal tarring shall be done with two coats on new work using 0.16 and 0.12 litre coal tar per Sqm in the first and second coat.

- 26. If the painting is done after 12 months of completion do work, only distemper primer can be used otherwise cement primer to be used.
- 27. Spraying should be done only when dry conditions prevail.

- 28. If after the coat of wall paints, the surface obtained is not up to the mark, further on or more coats as required shall be given after rubbing down the surface and dusting off all loose particles to obtain smooth and even finish.
- 29. Adequate ventilation shall be provided to dispose spray fumes fitments mad floor shall be protected from the spray.

Wall painting two or more coats on new work with plastic emulsion paint of approved brand and manufacture to give even shade shall have following general requirements.

- 30. The plastic emulsion paint is not suitable for application on external, wood and iron surface and iron surface and surfaces which are liable to heavy condensations
- 31. The paint when applied dries by evaporation of water content and as soon as the water gets evaporated the films get hard and next coat can be applied. The time of drying varies from one hour on absorbent surface to 2 to 3 hours on non-absorbent surfaces.
- 32. The thinning of emulsion is to be done by water and not by turpentine. The quantity of water to be added shall be as per manufacturer's instructions.
- 33. The surface on finishing shall present a flat velvety smooth finish, if necessary, more coats may be applied till the surface presents uniform appearance.
- 34. In the preparation of wall for plastic emulsion painting no oil-based putties shall be used in filling the cracks holes etc.
- 35. Splashes on floors etc., shall be cleaned out without delays as they will be difficult to remove hardening.
- 36. Washing of surfaces treated with emulsion paints shall not be done within 3 to 4 weeks of application.

Painting with synthetic enamel paint of approved brand and manufacture of required colour to give even shade

Two or more coats on new work

Two or more coats on new works over an under coat of suitable shade with ordinary paint of approved brand and manufacture.

The General requirements for this work are as follows.

- 37. One coat of specified ordinary paint of shade suited to the topcoat shall be applied and allowed to dry overnight. It shall be rubbed next day with finest grade of wet abrasive paper to ensure smooth and even surface free from brush marks and all loose particles dusted off.
- 38. Topcoat of synthetic enamel paint of desired shade shall be applied after undercoat is thoroughly dry additional finishing coats shall be applied if necessary.

Repairs to plaster with CM 1:4/1:5/1:6 of thickness 12 m to 20 mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape and preparing and plastering the surface of walls complete including disposal of debris to dumping ground.

The general requirements in this kind of works are:

39. Work includes cutting patch and preparing the wall surface. patches of 2.5 sq. m area or less shall be, measured under this item

- 40. Patches over 2.5 sq. m in shall be measured under regular plaster as part of finishing.
- 41. If the work can be done safely with a ladder, the same will permitted in place of scaffolding
- 42. The patch shall be cut out to square or rectangular shape at positions marked on the wall by the departmental staff. The edges shall be slightly undercut to provide neat joint.
- 43. In case of brick masonry, the joints shall be raked up to minimum depth of 10 monad in case of stone masonry the joints should be aced up to minimum depth of 20 mm.
- 44. The surface shall be washed and cleaned and kept in wet till its plastering is commenced.
- 45. In case of the concrete surface the same shall be hacked properly, cleaned and kept wet till its plastering is commenced.
- 46. The plastered surface shall be finished even and flush matching old surrounding plaster. All rounding's necessary at the junctions of walls, ceilings etc. shall be carried out in tidy manner.
- 47. Splashing and droppings if any at doors, windows, floors, articles of furniture etc. shall be removed by the contractor at his own cost and surface cleaned >damages if any to the furniture or fittings shall be recoverable from the contractor.
- 48. Unless otherwise specified in the item of work the surface shall be whitewashed or color washed to suit the existing finishing as required after the plastering work in repair is thoroughly cured and dried.

The length and breadth of the patches done shall be measured in meters and the quantity for payment shall be worked out in Sqm.

Patches of less the 0.05 Sqm area shall not be measured. The contractor has to execute the above sized patches under same item without claiming the cost thereof.

Premeasurements of the patches to be plastered shall be recorded after the old plaster has been cut and the surface prepared as specified.

This apart the item shall have repairs/replacement of doors and window shutters; providing and fixing wooden cleats to doors and windows; renewing glass pane switch putty and nails; renewing the glass panes with wooden fillets; renewal of old putty of glass panes; colour washing.

Removing old paint

a) With patent paint remover

The general requirements in this kind of works are

49. Patent paint remover shall consist of volatile organic liquids thickness with waxes or other ingredients to retard evaporation of liquid and to enable substantial layer of remover to be applied to surface

- 50. The paint remover shall be free from alkaline matter and non-caustic so that it can be handled by workmen without injury .t shall be of non-inflammatory quality as far as possible.
- 51. Paint remover shall be used where burning off with blow lamp is not possible.
- 52. On the first application, when paint film lifts and wrinkles it shall be stripped with sharp instrument. if the film is not thoroughly removed second cost of remover may be applied.
- 53. On stripping the same shall be wiped down with mineral turpentine to remove all traces of paraffin waxes, if when left oil pave will prevent the paint from drying.
- 54. Neighboring painted surfaces which are not to be treated should be properly protected from contact with paint remover.

b) with caustic soda

- 55. Caustic soda dissolved with 48 times its volume of water shall be applied to the old paint with brush and when the paint film lift and wrinkles it shall be scrapped off.
- 56. On stripping the surface properly, the same shall be rinsed with clean water to remove all the traces of alkali, which if left remain, is likely to spoil the new paint.
- 57. A little acetic acid or vinegar added to rinsing water helps neutralize any remaining alkali.
- 58. Caustic soda is corrosive liquid hence care should be taken to see than no liquid falls over skin or cloths.

c) With blow lamp

- 59. The flame of the blow lamp shall be allowed to play up on the paint just enough to softens it without charring wither paint or the background.
- 60. The softened paint can be removed with knife following the flame as it is moved on the surface.
- 61. Burning off shall start at the bottom of the surface and shall proceed upwards.
- 62. Removal with blow lamp shall not be done with narrow or carved undercut surfaces or where theirs is risk of damaging neighboring materials like panes in glazed windows.
- 63. Before quoting the rates for this tender, contractors are advised to visit the site.

Scaffolding

The double scaffolding means providing and erecting strong double scaffolding system [cup lock type] on the exterior side of all the buildings/ blocks up to the height required to complete the entire job as per the contract made with 40mm[min] M.S. tube 1.5 metre C/C in both horizontal & vertical tubes, jointing with cup & lock system with M.S. tubes, M.S tube challies, M.S clamps and M.S staircase system in the scaffolding for working platform including stiffener & bracing ,runners, connection with the external surface of the building etc. where-ever required for inspection of the work at required locations with essential safety features for the workmen including the repair to the damages to match the surroundings etc. all complete as required at site up to the completion of the entire scope of works. The double scaffolding system should be erected in such a way that it should avoids any type of accidents including inconvenience to the occupant of the colony.

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

The scaffolding thus erected shall have to be got approved from the Engineer or his representative before commencing the work of actual painting.

However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

The work shall be carried out with due care & safety of workers as required at site.

Preparation of Surface & Applications of Painting

• Preparation of Internal Surface

The surface shall be scrapped thoroughly to remove existing distemper colour wash or whitewash or any other protective film. Any major patch repair or crack shall be cut out and made good as specified under Patch Repairing as per the manufacturer specifications/tender specifications. Cracks may be wetted thoroughly prior to filling or priming paint may be applied to the sides of the cracks to avoid undue absorption of water and subsequent shrinkage of the filling. For filling of cracks readymade putty of approved make or approved quality crack sealer shall be used.

Prior to painting, fine cracks should be filled with wall care putty / distemper or Enamel putty depending on the proposed finish.

Distemper or lime wash shall be removed prior to repainting up to the satisfaction of Engineer. The surfaces shall be wetted thoroughly by sprinkling of water before scrapping.

Grassy or oily spots in the surface should be removed by approved method. One coat of primer / chalk and glue may be applied before application of colour/ whitewash.

The rates quoted shall include all the above operations.

Preparation of External Surface

(i) Carefully cleaning the entire surface area with approved quality wire brush and sprinkling of water up to the satisfaction of the Engineer-in-Charge 7 as specified by the paint manufacturer including providing and applying the protective film which inhabits / prevents the growth of algae and fungi by forming a film to the algae / fungi affected external surfaces as per the manufacturer specification of approved make etc. all complete as per site requirement as directed by Engineering-in-Charge including cost of double scaffolding and cleaning the entire area after completion of the work.

(ii) Filling all the hair line and wider cracks with undiluted crack seal of approved make and as per the manufacture speciation's including providing and applying one coat of primer as per manufacturer specification of approved make etc. all complete as required at site as directed by the Bank's Engineer-in-Charge including cleaning the entire area after completion of the work. (iii) Providing and applying two or more coats of 100% Acrylic Smooth Exterior Emulsion paint of high sheen level and with silicon additive as per the manufacturer specifications of approved make and shade by using exterior approved quality roller/ bristle brush as per the site conditions to achieve the desired finish etc. all complete as required at site as directed by the Bank's Engineer-in Charge.

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

Each coat shall be allowed to dry before the next coat is applied for 6 hrs or as per the manufacturer specifications. No portion of the surface shall be left out to be patched up later on.

The sequence of application of paint shall be ad under.

- (i) Preparation of surface.
- (ii) Apply a coat of primer of approved shade as per the dilution specified by the manufacturer.
- (iii) Indentations, unevenness etc. shall be filled to yield a uniform plain surface.
- (iv) Apply first coat of colour / white or any paint of approved shade on the surface prepared as stipulated above and as per the manufacturer specifications.
- (v) Subsequently, apply second coat of colour / white or any paint of approved shade as per the manufacturer specifications.
- (vi) Apply third coat of colour / white or any paint where stipulated by the Engineerin-Charge.

Sr.	Description	Method of	Multiplying
No.		measurement	coefficient
	Woodwork, door, window,	etc.	
1	Paneled or framed and braced doors windows etc.	Measured flats (not girthed) including chowkhat, or frame, edges, chocks, cleats, etc shall be deemed to be included in the items	1.30 (for each side)
	Ledged and battened or ledged battened and doors, windows, etc braced	Measured (not including flats girthed) chowkhat, or frame, edges chocks, cleats, etc shall be deemed to be included in the items	1.30 (for each side
	Flush doors etc.	Measured girthed) chowkhat, or edges flats (not including frame, chocks, cleats, etc shall be	1.20 (for side) each

Equivalent plain areas of uneven surfaces

	deemed to be included in the items	
Part paneled or part glazed or gauzed doors windows etc (excluding the painting of wire gauze portion)	Measured flats (not girthed), chowkhat, or edges including frame, chocks, cleats, etc shall be deemed to be included in the items	1.00 (for each side)
Fully glazed or gauzed doors windows, etc (excluding painting of wire gauzed portion)	As above	0.8 (for each side)
Fully venetioned louvered, windows etc. or doors	As above	1.80 for each side)
Trellis (or Jafri) work one way or two ways.	Measured flats overall no deduction shall be made for opens spaces, supporting members shall not be measured separately.	2 (for painting all over)
Carved or enriched work	Measured flat	2.00 (for each side)
Weather boarding	Measured flat) (not girthed) supporting framework shall not be measured separately	1.2 (for each side)
Wood shingle roofing	Measured flat) (not girthed)	1.10(for each side)
Boarding with cover fillets to match boarding	As above	1.05(for each side)
Tile and slate battening	Measured Flat overall no deductions shall be made for open spaces	0.8 (for painting all over)
Plain sheeted steel doors or windows	Measured Flat (not girthed) including frames edges etc	1.10 (for each side)
Fully glazed or gauzed steel doors and windows (excluding painting wire gauze portion)	Measured Flat (not girthed) including frames edges etc	0.5 (for each side)
Partly paneled and partly glazed or gauzed doors and windows (excluding the painting of wire gauze portion)	Measured Flat (not girthed) including frames edges etc	0.8 (for each side)

Corrugated sheeted steel doors windows and	Measured Flat (not girthed) including frames edges etc	1.25 (for each side)
		,
Collapsible gates	Measured flat	1.5 for painting all over
Rolling shutter	Measured flat (size of opening) all over jambs guides, bottom rails and locking arrangements etc shall be included in the item (top cover shall be measured separately)	1.10 (for each side)
Expanded metal, hard drawn steel wire fabric approved quality, grill works and grating in guard bars balustrade, railings partitions mad MS bars in window frames	Measured flat overall no deduction shall be made for open spaces supporting members shall not be measured separately.	1.0 (for paint all over)
Open palisade fencing and gates including standards, braces, rails, stays, etc in timber or steel.	Measured flat overall no deduction shall be made for open spaces supporting members shall not be measured separately.	1.0 (for paint all over)
Corrugated Iron sheeting in roofs, side cladding etc	Measured Flat (not girthed)	1.14 (for each side)
Non-AC Corrugated sheeting in roofs, side cladding etc	Measured Flat (not girthed)	1.20 (for each side)
Non-AC semi- Corrugated sheeting in roofs side cladding etc or Nainital pattern using plains sheets	Measured Flat (not girthed)	1.10 (for each side)
Wire gauze shutters including painting of wire gauze	Measured Flat (not girthed)	1.0 (for each side)

Section (C) – Mode of Measurement

The measurements shall be in accordance with the relevant parts of **IS: 1200 (Parts 1 to 28)** unless otherwise specified.

<u>Section VIII</u> <u>List of materials of approved brand/manufacturer</u> (First quality to be used) (Civil and painting works)

Note: The Bank reserves the right to select any of material/brand from the following list.

S.N.	Materials	Manufacturer/ brand name
1	Ordinary Portland Cement/ Portland Pozzolana cement.	Ultratech, Wonder, Nuvoco Duraguard, J.K. Super Cement, A.C.C., Ambuja Cement or approved equivalent make
2	Water Proofing compounds, Admixtures, Plasticizer, Super Plasticizer, Curing Compounds	Fosroc, ROFF / Dr. Fixit (Pidilite Industries), CICO, Sika, BASF, Ardex Endura (Bal Endura)
3	Integral water proofing compound with cement (For Plaster & Mortar)	Fosroc: Conplast 421 Dr. Fixit: LW+ Sika: Sikacin Asian Paints: Smart care Vitalia & equivalent product of BASF, CICO, Ardex, Endura.
4	Silicon Based water repellent/ weather sealant	Pidilite (Dr. Fixit), Fosroc, BASF or approved equivalent
5	Cement Based wall putty	Birla Wall care, JK white, Berger, Asian Paints
6	Premium Acrylic Smooth Exterior Paints with Silicon Additive.	Asian Paints: Apex Ultima Nerolac: XL Total Berger: Weather Coat all guard Dulux: Weather Shield Max
7	Acrylic Emulsion Paints (low VOC)	Asian Paints: Professional Premium Interior Emulsion Paint Nerolac: Beauty Gold Berger: Rangoli Total care Dulux: Super Cover
8	Synthetic Enamel paint	Asian: Apcolite gloss enamel Nerolac: Synthetic Hi gloss Berger: Luxol Hi gloss Dulux: Gloss Synthetic enamel
9	Mirrors/ glass	ModiGuard, Saint-Gobain, Atul, Ashai or approved equivalent.
10	Hardware fittings	EBCO, (Earl Bihari), Hettich, Dorma, Kaff, Ozone, Godrej or approved equivalent
11	Acrylic Smooth Exterior Paint	Asian Paints: Apex Professional Exterior Emulsion Nerolac: XL Berger: Weather Coat Dulux: Weather Shield

<u>Note:</u> In addition to the above listed materials, materials having BIS marks will also be construed as the approved materials.

Annexure-I

Proforma of Bank Guarantee for Security Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

To:

The Regional Director Estate Department Reserve Bank of India JAMMU

Dear Sir/Madam,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnishable to you by Messrs _______ (hereinafter referred to as "the Contractor") in terms of their contract with you for "General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu" as per their Tender dated ______ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated ______ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows:

- 1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR_____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
- 2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
- 3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this

guarantee shall in no event remain in force after the day of ______ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

- 4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
- 5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR ______ only) as aforesaid.
- 6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
- 7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
- 8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
- 9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
- 10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

- 12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
- 13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
- 14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
- 15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
- 16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED (For & on behalf of the above-named Bank)

For & on behalf of (Banker's Name & Seal)

BRANCH MANAGER (Banker's Seal)

Address _____

Annexure-II

Declaration of debarment

(To be submitted by the tenderer on their letterhead)

<u>Name of Work:</u> General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu.

1. I/We(Name of the bidder) declares that:

a) I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution/ entity in India or any other country as on (last date of submission of bid).

b) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on (last date of submission of bid).

c) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2.I/We (Name of the bidder) declare that I/we or our allied firm*(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same effective up to (date). A copy of such letter is attached for your information and record.

(Seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

Section IX

Preamble to Part-II & Bill of Quantities (BOQ)

General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu

i.	Contractors are advised to visit the site to understand the scope of work before quoting their rates. They may also like to visit the Estate Department on any working day to clear their doubts, if any, related to captioned work.
ii.	Hindrance register shall be maintained at site by the contractor and same shall be got certified from Bank's Engineer from time to time.
iii.	The quantity shown in BOQ are indicative only. The final payment shall be made on the basis of actual measurements of work done at site.
iv.	All the debris generated shall be removed out of the Bank's premises on regular basis. No extra shall be paid for any leads & lifts on this account.
v.	Electricity & water for the work shall be provided by the Bank. A single point of source for electrical supply and water supply shall be provided by the Bank. Contractor shall arrange for further required connections while ensuring adherence to Fire Safety Code & Electrical Safety Code.
vi.	The quoted rates shall be inclusive of all taxes, GST as applicable.
vii.	The contractors are advised to mobilise sufficient materials in advance to ensure completion of entire works in stipulated time.
viii.	Contractor will post a supervisor to supervise the work who will take instructions about the work from Bank's Engineer.
ix.	Price adjustment for basic rate items: Price adjustment will be made only for the actual quantity measured no wastage will be considered. The price adjustment will be made as per respective clauses.
х.	Wherever the approved make and product codes have been mentioned, without mentioning the basic rate, under some items in the tender, the contractors have to quote the rates for those make & codes only. If any changes are incorporated by the Bank during the execution of work, then the price adjustments will be affected for these materials, considering the difference in, M.R.P. of product prescribed and M.R.P. of product used, plus 15% (fifteen percent) of this difference, towards contractor's profits and overheads (Positive or negative). The contractor has to produce documentary evidence for the same. Cartage, loading, unloading, wastage, taxes, duties etc. over and above the MRP shall NOT be considered for the price adjustment.
xi.	Wherever basic rates of the materials are mentioned in the tender items the same are excluding GST and basic rate and actual approved purchase price (exclusive of GST & other taxes & duties, imposed by the Central Government /State Government / Local bodies, and paid by the contractor), plus 15% (fifteen percent) of this difference, towards contractor's profits and overheads, shall be considered for price adjustment (Positive or negative). The contractor has to produce documentary evidence for the same. Cartage, loading, unloading, wastage etc. shall NOT be considered for the price adjustment.

xii.	The work will normally be carried out between 8.00 a.m. to 6.00 pm. However, working hours beyond normal working hours may be extended as per mutual consent but no extra payment will be admissible on this account. The contractor should properly compensate for work beyond maximum hours as per labour laws.
xiii.	The successful tenderer will be required to arrange for the samples of materials for each item of work to seek Bank's approval before taking up the work on large scale. No payment will be made for arranging the samples. He will also be required to carry out changes in the sample without any extra cost to the Bank as per Bank's advice. The work will be allowed to be taken up on large scale only after approval of samples.
xiv.	Empty buckets of used material brought at site shall be kept in Bank's premises up to final certification of bill and same will be removed from the premises after obtaining due permission of the Bank.
XV.	Contractor will arrange to lift the debris generated out of the work at frequent intervals or as directed on priority basis from the Banks' Premises

(Reference to detailed specifications of items of work only)

General External Repairs and Repainting of Main Office Building & Annex Building at RBI, Jammu

ltem No.	Description Of Item of Works	Qty	Unit
1	Repairing/ replacement of the damaged portion of plaster by providing and laying cement mortar 1:4 (1 cement: 4 coarse sand) as per existing design/pattern and thickness in patches to match with the neighbouring surfaces including carefully dismantling the existing plaster at all levels and floors and removal of debris, cleaning, curing, scaffolding etc. all complete as directed.	150	Sqm
2	Providing, fabricating and fixing Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, etc., all complete as directed by the Bank. The work shall include providing and fixing MS flat (50x6mm) of approx. length 250-300 mm in position by welding one end to existing MS flats and anchoring other end to the adjacent surface with required numbers (Min. of 2 nos. at each flat section) of anchor fasteners at all levels and heights etc. all complete as directed by the Bank. Note: The rate shall include for anchor fasteners to be provided for fixing MS flats. Mode of Measurement: Actual weight of angles/ flats/ girders, etc. will be considered for measurement and payment.	75	Кg
3	Carefully Cleaning the existing external stone cladding including glasses of windows up to approx. 20 meter height by making necessary scaffolding / suitable safe hanging working platform arrangement for all level including preparing and cleaning the surface with clean water (by gravity flow), minor refilling of joints of stone cladding with polymer modified paste mixed with matching pigments, providing and applying Silicone based Water Repellent coats for Exterior Stone Cladded Surfaces of approved make and as specified in the manufacturer specifications, testing of silicon coating, disposal of debris out of Bank's premises including all leads and lifts based on the local municipal norms etc. and all complete as required at site and as directed by the Bank. The work of applying silicon coating shall be carried out considering the following steps/sequences: - STEP:-1) Carefully cleaning the existing stone surface with clean water thoroughly etc. all complete as required at site as directed by the Bank to remove all the dirt, dust, bird dropping, grease, oil, algae, fungus, monkey beats, vegetative growth etc. with water or any other solution of approved brand and manufacturer (without damaging the existing texture, grain as per the prescribed norms) with the help of required scrubbers, tools and machinery etc. all complete as required at site. 2) Before application of water/ application of water repellent silicon coating, blackish marks / spots on stone surface shall be removed to the satisfaction of the Bank.	4300	Sqm

ltem No.	Description Of Item of Works	Qty	Unit
	the surroundings of approved make based on the manufacturer's specifications. 4)Applying two or required number of coatings of Silicone based Water Repellent as per manufacturer specification and allow it to dry for 24hrs. NOTE: - The quoted rates shall include for cleaning of all windowpanes, ventilators, etc. and also the cost of taking all precautions to safeguard ventilators, windows, doors to avoid any damages of the Bank's properties etc. by suitable covering all as per the directions of the Bank.		
4	Providing, fixing and laying approx. 15-20mm thick Dhaulpur stone of required size on wall cladding/dado at all height in matching shade, finish and pattern with existing laid stone on average 20mm thick cement plaster 1:4 (1cement:3 coarse sand) backing set in neat cement paste. The rate shall include for carefully dismantling of existing damaged stone dado on wall cladding, fixing of stone cladding with 2nos. 6mm dia. 100mm long plain headed brass nail grouted to the every stone with two-part epoxy compound as per existing manner, grouting joints with white cement mixed with matching shade & colour of pigments, grinding, polishing of exposed surfaces of stone and removing the debris out of the premises, including making of suitable safe necessary scaffolding / suitable safe hanging working platform arrangement for all level etc. all complete as directed. The rate shall also include for making hole to the stone and surface for fixing the stone with brass nail with two-part epoxy compound as per existing manner (Location will be jointly assessed before taking up the work). The brass nail will be paid in their relevant item.	20	Sqm
5	Providing and fixing in position 6mm dia. 100mm long Brass nail to the cladded stone after making a suitable hole to it and fixed with filling the two-part epoxy compound in the hole, insert the brass nail, fixing the nail and stone with the substrate as directed by the Bank.	20	Nos.
6	Providing and applying one layer of white cement based wall care putty of approved brand over the existing painted old wall, ceiling surfaces to prepare the surface by scrapping for making even and smooth all complete for the required performances to the interior surfaces of walls, ceilings, beams, columns, canopies, staircase, lobbies as per manufacturer specifications etc. including by making necessary scaffolding / suitable safe hanging working platform arrangement for all level & height etc. all complete as directed.	200	Sqm
7	Providing and applying two coats of Premium Acrylic Smooth Exterior Paints with Silicon Additive as per manufacturer's specifications or approved make and approved shades, pattern as desired by the Bank over a coat of primer to interior/exterior walls, ceilings, sunshades, copping etc. as per specifications including making of suitable safe necessary scaffolding / suitable safe hanging working platform arrangement for all level etc. all complete as directed by the Bank.	7343	Sqm

ltem No.	Description Of Item of Works	Qty	Unit
8	Providing and applying two or more coats of low VOC Acrylic Emulsion paint (First Quality) over one coat of cement primer of approved make & shade on interior ceiling, walls, columns etc. in desired shades and finishes (roller / brush finish), including preparing the surface smooth by scraping, sand papering & filling the unevenness and undulations with putty and/or P.O.P of approved make. Rates are inclusive for the cost of scaffolding, removal of debris out of Bank's premises with all leads & lifts etc., all complete as directed by the Bank as required at site. Note: (i) The quoted rates shall also include providing and erecting necessary scaffolding at any level and height required during execution of work.	923	Sqm
9	Providing and applying two or more coats of first quality synthetic enamel paint of approved manufacture and shade to woodwork / commercial board surfaces in doors, window shelves, meter box etc. as per specifications, including making of suitable safe necessary scaffolding / suitable safe hanging working platform arrangement for all level etc. all complete as directed by the Bank.	50	Sqm
10	Providing and applying two or more coats of first quality synthetic enamel paints of approved make and shade to MS and steel work viz. grills, gates, weld mesh, rolling shutters etc. all as per specifications including making of suitable safe necessary scaffolding/suitable safe hanging working platform arrangement for all level etc. all complete as directed by the Bank.	1300	Sqm
11	Replacing / renewing glass panes with clear/ tinted float glass of nominal thickness 5 mm, with putty, nails, screws, clips as per site condition wherever necessary including racking out the old putty, removing old screws, clips, etc. including making of suitable safe necessary scaffolding / suitable safe hanging working platform arrangement for all level, disposing off old glass outside of the Bank's premises, etc. all complete as directed by the Bank.	144	Sqm
12	Providing and applying two coats of Acrylic Smooth Exterior Paints with Silicon Additive as per manufacturer's specifications or approved make and approved shades, pattern as desired by the Bank over a coat of primer to kerb stones, landings, etc. as per specifications etc. all complete as directed by the Bank.	74	Sqm
13	Providing and applying two coats or more of synthetic enamel paint as required to outer GI pipes, fire hydrant pipes and their boxes, light poles, MS steps with staircase to top terrace, brackets of wash basins, electric switchboards and meter boards etc. at all floor exposed CI/AC soil and rain water pipes, gates, hand rails, electric conduit pipes etc. including scrapping, including making of suitable safe necessary scaffolding / suitable safe hanging working platform arrangement for all level etc. all complete as directed. (For measurement and payment, Main office building (MOB), Annex building and MOB premises will be considered as 1 Job only)	1	Job