

Reserve Bank of India

**TENDER FOR
GENERAL REPAIRS AND REPAINTING
OF OFFICE BUILDING PREMISES
AT
RAMBAGH CIRCLE, JAIPUR**

Part I

Name of the tenderer _____

Address _____

Due Date of Submission 28-11-2006

FORM OF TENDER

Place:
Date:

To
Regional Director
Reserve Bank of India
Ram Bagh Circle, Tonk Road
Jaipur -302 004

Dear Sir,

Having examined the specifications, designs and schedule of quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs, drawings and instructions in writing referred to in Conditions of Tender, Articles of Agreement, Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a) NAME OF WORK : GENERAL REPAIRS AND REPAINTING OF OFFICE BUILDING PREMISES AT RAMBAGH CIRCLE, JAIPUR

(b) Estimated cost : Rs.16.22 lakh.

(c) Earnest money deposit : Rs.32,440/-

(d) Percentage, if any to be deducted from bills : 5%

(e) Time allowed for completion work from the 10th day of date of written order to commence work : 6 Months

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 to or in default thereof to forfeit and pay to Reserve Bank of India the amount mentioned in the said condition.

3. I/We have deposited a sum of Rs. 32,440/- (Rs. Thirty two thousand four hundred forty only) as earnest money with RBI, which amount will not bear any interest. Should I/We fail to execute the contract when called upon to do so, or fail to adhere to any of the condition given in tender. I/We do hereby agree that this sum shall be forfeited by me / us to RBI.

4. The lists showing the particulars of large works carried out and the names of our Bankers.

▪ Proforma for Details of Principal Banker/other bankers

Sr. No.	Particulars	Principal Banker	Banker	Banker
1	Address			
2	Contact Person			
3	E-mail			
4	Telephone Number			
5	Fax Number			

▪ Proforma for Details of Similar Works Executed each costing Rs. 8.11Lakh or more, during the last five years

Sr. No.	Name and address of the firm	Nature of similar work	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number &contact person of the firm

The names of partners of our firm are :

(i)

(ii)

Name of the partners 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 & seal of the

Tenderer

Witnesses :

(1) _____
(Signature)

Address : _____

2) _____
(Signature)

Address : _____

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the ----- day of -----, between the Reserve Bank of India, having its Central Office at Mumbai (hereinafter called 'THE EMPLOYER') of the one part and ----- (hereinafter called "THE CONTRACTOR") of the other part.

WHEREAS the Employer is desirous of carry out General Repairs and Repainting of office building premises at Rambagh circle, Jaipur and has caused drawings and specifications describing the work to be done.

AND WHEREAS the said drawings and the Specifications and 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 in the conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the said. Schedule of Quantities at the respective rates therein set forth amounting to be payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the said Contract Amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.

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

3. In the said conditions hereinbefore mentioned, the AGM, Reserve Bank of India, Estate Deptt. , Jaipur shall act on behalf of the Employer.

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

5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This Contract is to carry out the repair work and repainting of entire building to be paid for according to mode of measurement provided in the tender and at the rates contained in Schedule of Quantities finally by Bank.
7. The Contractor 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 nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work/job soon after the site is handed over to him or from 10th day of issue of formal works order as provided for in the said conditions and to complete the entire work specified within 6 months subject to nevertheless to the provisions for extension of time.
10. All payments by the Employer under this contract will be made only at Jaipur.
11. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have the 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.

If the Contractor is a
Partnership or an individual

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.

If the Contractor is a Company

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 two duplicate / has
caused these presents and the said two
duplicates hereof to be executed on its behalf,
the day and year first herein above written.

Signature Clause

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

Shri -----

(Name and designation)

in the presence of ;

(1) -----

Address -----

(2) -----

Address -----

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

(1) -----

Address -----

(2)-----

Address -----

Witnesses

The COMMON SEAL OF -----
Was hereunto affixed pursuant to the Resolutions passed by its Board of Directors at the meeting held on -----
in the presence of

(1) -----

(2) -----

Directors, who have signed
These presents in token there-of in the Presence of

(1) -----

(2) -----

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

SIGNED AND DELIVERED BY the hand
company

If the Contractor is signing by the of Power of Attorney whether a

or an individual

Contractor by the hand of

Shri -----

And duly constituted attorney

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1. 1. Sealed tenders in duplicate in Two parts PART I and PART II should be addressed to Shri. B.P.Vijyendra, Regional Director, Reserve Bank of India, Ram Bagh Circle, Tonk Road, Jaipur - 302 004 by name and super scribed "Tender for the General Repairs and repainting of office building premises at Rambagh circle, Jaipur" for the Reserve Bank of India, Ram Bagh Circle, Tonk Road, Jaipur and sent so as to reach him not later than 2 p.m. on 28.11.06. Tenderers should clearly indicate on each copy of tender under their full signature whether it is the original or duplicate copy.

2. No tender will be received after 2 P.M. on 28.11.2006 under any circumstances whatsoever.

3. Part-I of the tenders will be opened at 3.00 P.M. on 29.11.2006 at his office by Regional Director, Reserve Bank of India, Jaipur or any other officer designated for this purpose by him in the presence of the Asstt. General Manager and the tenderers or their representatives, should they choose to be present.

(b) Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening of the Part II of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

4. (a) The tender form must be filled in Hindi/English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.

(b) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Banks option. No advice of any change in rate or conditions after the opening of the tender will be entertained.

(c) Each of the tender documents should be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Any tender with any of the documents not so signed will be rejected.

(d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.

5. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

6. (a) Intending tenderers shall pay as earnest money a sum of Rs.32,440/- by a demand Bank draft drawn on scheduled bank favouring Reserve Bank of India, Jaipur. A tender which is not accompanied by earnest money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest. A tender which is not accompanied by such a receipt of deposit on demand draft towards earnest money will not be considered. **Demand draft towards earnest money shall be necessarily enclosed with part-I of the tender**

(b) Under no circumstances earnest money deposit will be accepted in the form of fixed deposit receipts of Bank or insurance guarantee or cheque.

7. The Earnest Money Deposit of Rs. 32,440/- paid by the successful tenderer submitted with his tender shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit.

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

9. (a) In addition to the Earnest Money Deposit under clause 7 and as further security for the due fulfillment of the contract by the Contractor, 5% of the value of work done will be deducted by the Employer from each payment to be made to the Contractor until the retention money and the Earnest Money deposit together amount to Rs. 1,13,540/- On the Employer's certificate of the completion of the works, the Contractor would be paid Earnest Money Deposit and retention money will be released by the Employer after rectification of the defects pointed out during the defects liability period. The amounts retained by the employer shall not bear any interest.

(b) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good in cash the amount so deducted.

10. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these Conditions, the Employer may serve a notice in writing to the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

11. The tenderer shall submit along with his tender a list mentioning the names of manufacturers which he proposes to use in the work if his tender is accepted.

12. A Schedule of probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alterations as per Bank's requirement. Each tender shall contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.

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

14. The rates quoted in the tender shall include all charges for double scaffolding, centering, hire for any tool and plants, sheds for materials, marking out and clearing of site, watering, as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates sales tax, excise duty, VAT, octroi, sales tax on works contract and any other tax and duty or other levy levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of sales tax, excise duty, octroi or other tax, duty or levy whether existing or future, shall be entertained by the Employer.

15. The contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.

16. Time allowed for carrying out the work shall be mentioned in the Memorandum and shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 27 of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Employer.

17. Tenders will be considered only from recognized bonafied contractors in the trade. Each tenderer shall submit with his tender a list of large works of a like nature he has

executed giving details as to their magnitude and cost, the proportion of work done by the Contractor in it and the time within which the works were completed.

18. Special attention of the tenderer is drawn to the alternative items in the Schedule of Probable quantities, the rates and amounts for these alternative items shall be duly filled in and the tenderer is informed that his tender will not be considered unless the alternative rates are given for these items. The Employer reserves to himself the right to adopt any of the alternative items, either in scrutinizing and deciding upon the tender or later when the works are being executed.

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

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

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

22. It will be the responsibility of the Contractor to arrange for the water and power required for the work at his cost. The bank may help him in the matter to the extent possible but the contractor shall be responsible for the cost and consequences in any case. The decision of the Bank shall be final and binding on the contractor.

23. The security deposit for the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

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

Signature & seal of tenderer

Witness :

Date :

Address -----

Date -----

** Strike out whichever is not applicable.

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 metres in length. The width between the said rails shall not be less than 30 cms (clear) and the distance between two adjacent rungs shall not be more than 30 cms. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe..

8. Works employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.
13. 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

THE CONDITIONS HEREIN BEFORE REFERRED TO

1. 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 Reserve Bank of India and shall include its assigns and successors.
(b)	"Contractor"	Shall mean ----- and shall include his/their legal representative assigns or successors.
(c)	"Site"	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
(d)	"This Contract"	Shall mean the Articles of Agreement, the Special Conditions, the conditions, the Appendix, Schedule of Quantities and specifications attached hereto and duly signed.
(e)	"Notice in Writing"	Or written notice shall, mean a notice in written, typed or printed character sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee

		and shall be deemed to have been received when in the ordinary course of ;post it would have been delivered.
(f)	"Act of Insolvency"	Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
(g)	"The Works"	Shall mean the repainting of office building premises at Rambagh circle, Jaipur as provided therein.

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

<p>2. The contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further written instructions, details, directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regards to :</p> <p>(a) The variation or modification of the quality and quantity of works or the addition or omission or substitution of any work.</p> <p>(b) Any discrepancy in the drawing or between the Schedule of Quantities and/or drawing and or Specifications.</p> <p>(c) The removal from the site of any materials brought thereon by the Contractor and the Substitution of any other material therefore.</p> <p>(d) The removal and/or re-execution of any work executed by the Contractor.</p> <p>(e) The dismissal from the works of any person employed thereupon.</p> <p>(f) The opening up for inspection of any work covered up.</p> <p>(g) The amending and making good of any defects under clause 19.</p> <p>The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.</p>	Employer's instructions
3. The Contract shall remain in the custody of the Employer and shall be produced by him at his office as and when required by	Agreement copies to be supplied.

the Contractor. The Contractor on the signing hereof shall be furnished free of cost with a certified copy of the Agreement.	
4. The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of quantities and Specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specification he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.	
<p>5. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulations and Bye-laws of any authority and of any Water, Lighting and other Companies, and shall before making any variations from the Specifications that may be necessitated by so conforming given to the Employer written notice, specifying the variation proposed to be made and reason for 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 No.16.</p> <p>The Contractor shall bring to the attention of the Employer all notices required by the said Act, Regulations, or Bye-laws to be given to any Authority and pay to such Authority or to any Public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.</p> <p>The contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend actions arising from such claims and shall him self pay all royalties licence fees damages cost and charges of all and every sort that may be legally incurred in respect thereof .</p>	Contractor to conform to local Regulations.
6. The Contractor shall maintain in a readily accessible place, first aid, appliance including an adequate supply of sterilized dressings and cotton wool. In case of injury, arrangement should be made by the Contractor to take the injured person to the nearest hospital without loss of time.	
7. Suitable and strong scaffolding should be provided for workmen for all works that can not be safely be done from ground or from solid construction. When a ladder is used, an extra mazdoor shall be engaged by the Contractor for holding the ladder. No Portable single ladder shall be over 8 metres in length. The width between the said rails shall not be less than 30 cms. (clear) for length upto 3 meters, for every additional meter, 5 cms. increase in width shall be provided. The distance between two adjacent rungs shall not be more than 30 cms.	
8. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or to the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident	Contractor responsible for bad work.

and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to any damages and cost which may be awarded in any such suit, action or proceedings to any such persons.	
9. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.	Access to works
10. The Contractor shall set out the works and shall be responsible for the painting of the buildings.	
11. All materials and workmanship shall so far as procurable be of the work not to be sublet 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's 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 and/or carry out any test of any materials which the Employer may require.	Work not to be sublet Variation not to vitiate the Contractor
12. The Contractor shall give all necessary personal superintendence during the execution of work and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the work are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any direction, explanations, instructions or notice given by the Employer to such representative shall be held to be given to the Contractor.	
13. The Contract shall on the request of the Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself, and such person shall not be again employed on the work without the permission of the Employer.	
14. The Employer, and their respective representatives shall at all reasonable times have free access to the works and/or to the workshop, 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, and their representatives necessary for inspections and examination and test of the materials and workmanship. No persons unauthorised by the Employer except the representatives of Public Authorities shall be allowed on the works at any time.	Measurement of works
15. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part share thereof or interest therein without the 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.	

<p>16. No alteration, omission or variation shall vitiate this Contract but in case the Employer think proper at any time during the progress of the works to make any alteration in or addition to or omissions from the works on any alteration in the kind or quality of the materials to be used therein and shall given notice thereof in writing and under his hand to the Contractor, the Contractor shall alter, add to or omit from as the case may require, 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 work or any deviation from any of the [provisions of the Contract, Stipulation, Specification without the previous consent in writing of the Employer and the value of such extras, alternations, additions or omissions shall in all cases be determined by the Employer in accordance with the provisions of Clause 20 hereof, and the same shall be added to or deducted from the Contract Amount accordingly. .</p>	Value for variations.
<p>17. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.</p> <p>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 20 hereof shall be added to or deducted from the Contract Amount (as the case may be) provided that there shall be no rectification of error in the Contractor's Schedule of Rates.</p>	
<p>18. The Contractor shall be deemed to have satisfied himself before tendering as to the correct ness and sufficiency of his Tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of works.</p>	
<p>19. The Employer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Agent to assist the Employer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. The mode of measurement shall be as detailed out under para "mode of measurement" in the chapter "specifications" in this tender.</p> <p>Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Employer or person approved by him shall be taken in accordance with the Standard Method of Measurements.</p> <p>The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.</p>	Defects Liability Period
<p>20. Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of works thus ascertained are less or greater than the quantities of amounts</p>	

<p>specified for the works in the Priced Schedule of Quantities and/or Tender or that any variation is made, the valuation of such Quantities, amounts or variations, unless previous or otherwise agreed upon, shall be made accordance with the following rules.</p> <p>(a) (i) The net rate 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.</p> <p>(ii) Rates of all items, wherever possible, should be derived out of the rates given in the priced schedule of quantities.</p> <p>(b) The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (c) hereof.</p> <p>(c) Where the extra works are not if 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 omission or additions relative to the amount of the whole of the Contract work or to any part thereof shall be such that in the opinion of the Employer the net rate of price contained in the priced schedule of quantities or Tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor is by reason of such omission or addition rendered unreasonable or inapplicable the Employer shall fix such other rate or prices as in the circumstances he shall think reasonable and proper.</p> <p>(d) Where extra work can not be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the Tender or the Priced Scheduled of Quantities or if not so stated then in accordance with local day work rates and wages for the district provided that in either case vouchers specifying the daily time and materials employed be delivered for verification to the Employer or his representative at or before the end of the week following that in which the work has been executed. The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within 6 months of the completion of the Contract works as defined in Clause 23 hereof.</p>	<p>Completion certificate</p> <p>Contractor liable for damage done.</p>
<p>21. Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed 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 or damage to such materials.</p>	
<p>22. The Employer shall, during the progress of the works, have power to order in writing from time to time removed from the</p>	<p>Liquidated damages</p>

<p>works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer, are not in accordance with the specifications or the instructions of the Employer, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance³ with the Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor or may be deducted by the Employer from any moneys due or that may become due to the Contractor.</p>	<p>Extension of time.</p>
<p>23. Any defects, such as peeling off, fading of paint or other faults which may appear within the "Defects Liability Period" stated in the appendix hereto or if none stated, then within 6 months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, 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 and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor or the Employer may, in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, equivalent to the cost of amending such work in the event of the amount retained under Clause 31 being insufficient, recover the balance from the Contractor together with any expense the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-contractor employed on the works who has been nominated or approved by the Employer as provided in Clause 15, 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 the Clause and Clause 2 hereof.</p>	
<p>24. The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of virtual completion mentioned in such certificate.</p>	
<p>25. The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor's employees, whether such injury or damage arise from careflessness, accident or any other cause whatever in any way connected with the carrying out of the Contract. This clause shall be held to include, intralia, and</p>	

<p>damage to buildings whether immediately adjacent or otherwise and any damage to road, streets, foot-paths, bridges or ways as well as all damage caused to buildings and work forming the subject of this contract, by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award of Compensation or damages consequent upon such claims.</p> <p>The Contractor shall reinstate all damages of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.</p> <p>The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposits such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common law in respect of any employee of the contractor or any sub contractor. and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved office a Policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.</p> <p>The Contractor shall be responsible for any things which may be excluded from the Insurance Policies above referred to and also for all other damage to any property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings and also in respect of any award of or compensation of damage arising therefrom.</p>	Arbitration
<p>26. The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Day of completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.</p>	

<p>27. If the Contractor fails to complete the work by the date stated in the Appendix or within any extended time under Clause 28 hereof the Contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incompleted and the Employer may deduct such damages from any money due to the Contractor.</p>	
<p>28. If in the opinion of the 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 default or (d) by the works or delays of other Contractors or Tradesman engaged or nominated by the Employer and not referred to in the Schedule of Quantities and / or Specification or (e) by reasons of civil commotion local combination of workmen or strike or lockout affecting any of the building traders the Employer may 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, as soon as may be, give written notice thereof to Employer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.</p>	
<p>29. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such instructions the employer may employ and pay other person to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due to or to become due to the Contractor.</p>	
<p>30. If the Contractor being an individual or a firm, commit any "act of insolvency" or shall be adjudged an Insolvent or being incorporated Company shall have an order to 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 of the Liquidator in such acts of insolvency or winding up shall be enable, within, seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfil the Contract and to give security therefore, if so required by Employer.</p> <p>OR if the Contractor (Whether an individual, firm or incorporated Company) shall suffer execution to be issued.</p> <p>OR shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.</p> <p>OR shall assign or sublet this Contract without the consent in writing of the Employer first obtained.</p>	

<p>OR shall charge or encumber this Contract or any payment due or which may become due to the Contractor thereunder or If the Contractor.</p> <p>(i) has abandoned the Contract, or</p> <p>(ii) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Employer.</p> <p>(iii) has failed to proceed with the work 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</p> <p>(iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer's written notice that the said materials or work were condemned and rejected by the Employer under these Conditions, or,</p> <p>(v) has neglected or failed ;persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or</p> <p>(vi) has in the defiance of the Employer's instructions to the contrary sub-let any part of the Contract.</p> <p>Then and in any of the said cases the Employer may notwithstanding any previous waiver after giving seven day's notice in writing to the Contractor, determine the Contract, And further, the Employer by his Agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other persons 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 the employer shall give a notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do within a period of 14 days after receipt thereof by him the Employer shall sell the same by public auction, and shall give credit to the contractor for the a mount realized.</p>	
<p>31. The Contractor shall be paid by the Employer from time to time by instalments on accounts of the works executed when in the opinion of the Employer work to the approximate value named in the Appendix as "Value of work for Interim Payments" (for</p>	

<p>less at the reasonable discretion of the Employer) 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 payments" until the total amount retained shall reach the sum named in the Appendix as "Total Retention Money" after which time the Instalments shall be upto the full value of the work subsequently so executed and fixed in Building. And the Contractor shall be entitled to the Payment of the Final balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto, from the date of Virtual Completion or soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof whichever shall last happen provided always that 'on account' payments during the progress of the works or at or after their completion shall not relieve the Contractor of his liability under clause 2 and 23 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 within the Certificate and in case of all defects and insufficiencies in the works or materials which is a reasonable examination would not have disclosed.</p> <p>The Employer shall have power to with hold any payment if the works or any parts thereof, are not being carried out to his satisfaction.</p>	
<p>32. The decisions, opinion, direction, Certificate of the Employer's Chief Engineer with respect to all or any of the matters under Clauses 2, 5, 6, 11, 19, 20,24 insert hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.</p>	
<p>33. Save the except the Clauses where the decision of the Employer is final and binding upon the Contractor in case of dispute or other matter may be referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.</p>	
<p>The Arbitrator shall have power to open up, review and revise any 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 him and of which notice shall have been given as aforesaid.</p> <p>Rider -</p> <p>The Arbitrator shall make his award within one year after entering on the reference.</p> <p>Upon every or any such reference the cost of an incidental to the Reference and Award respectively shall be at the discretion of the</p>	

<p>Arbitrator who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what matter the same shall be borne and paid. The submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. The Award of the Arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to Arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator given abide by the decisions of the Employer and no Award of the Arbitrator shall relive the Contractor of his obligations to adhere strictly to the Employers instructions with regards 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.</p>	
<p>34. The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recover the sum.</p>	
<p>35. If, for any reason, the Employer is obliged, by virtue of the provisions of sub-section (1) of Section 12 of the Workmen's Compensation Act 1923, to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under sub-section (2) of Section 12 of the said Act, the Employer will be at liberty to recover such amount or any part thereof by deducting if 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 found to contest any claim made against it under sub section (1) of Section 12 of the said act, except on the written request of the Contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.</p>	
<p>36. Without prejudice to any of the rights of remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the Contractor.</p>	
<p>37. Bank reserves the right for selection of the brands of various companies whose name is included in the approved list of materials.</p>	
<p>38. Any amounts payable by the Employer to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for honouring Certificate" named in the Appendix, carry interest at the rate named in the Appendix, as the "Rate of Interest for Delayed</p>	

Payment" from the date upon which such sum ought to have been paid by the Employer until the payment	
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APPENDIX HEREIN BEFORE REFERRED TO

Clause

12. Defects Liability Period : 6 (Six) months
19. Period of Final measurement : 3 (three) months
26. Date of commencement : 10th day from date of award of work.
27. Liquidated damages at the rate of : Rs.580/-per day subject to a Maximum of 10% of the Accepted tender amount
31. Value of works for Interim certificates: Rs.5,00,000.00 (Rs. five lakh)
31. Retention percentage : 5%
31. Security deposit : Rs.1,13,540/-
Earnest Money +Retention money
31. Instalment after Virtual Completion : EMD will be released after virtual completion
and Retention money will be released after defect liability period.
33. Interest for delayed payment. : 3.00% per annum.

CONTRACTOR

SPECIFICATIONS

General

1. The entire painting work shall be done in first class manner. The Contractors shall use ready-made paints of best quality and of approved Manufacturers such as Shalimar Paints, Jenson & Nicholson, British Paints, Garware Paints, Goodlass Nerolac, Asian Paints, I.C.I. Paints, Sigma Paints, Bombay Paints, Killick Nixon Co. etc. of appropriate grade as per Annexure 'A' to the specifications. The Contractor will not be permitted to carry out any mixing at site except for addition of thinners for thinning the paint which shall be carried out in the presence of Bank's staff. The Contractor shall deposit with the Engineer at his own cost, sample panels of paints approved prior to commencement of work. The colour shades of the paint approved by the Engineer only shall be used. For outside painting, sample area shall be prepared and the shade got approved.
2. Rates shall be inclusive of doing plaster patch work (not exceeding 0.1 sq.m. for each patch) and also making up the broken edges of walls, columns, beams, sills, ceilings etc. so as to match the existing surface.
3. Work is required to be carried out during night/holidays etc in office area without disturbing normal working hours. Painting in security area/vaults have to be done in the restricted timings as per security requirements. Special care shall be taken by providing suitable covers tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment from stains. It should be ensured that work area is cleaned and conducive for working in office. The rates quoted shall include covering of furniture and for handling and re-arranging the furniture etc on every day 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 work shall be carried out without any inconvenience to the occupants. The Contractor has to wash and clean the floors, after his work in that area has been completed. People working in the premises are required to take working passes with photos from the bank. Only such authorized persons will be allowed to enter the premises and they should strictly follow the various security requirements.

4. Surface prepared for painting shall be got approved before proceeding with painting work. Similarly, work for each coat shall also be got approved from the Engineer before proceeding to next coat.
5. No further coat shall be applied, till previous coat has completely dried.
6. Additional coats shall have to be given without any extra cost, if instructed by the Engineer, over and above the number of coats prescribed till the surface presents smooth and uniform finish.
7. After day's work is over, stains of paint over floor, fittings, furniture, glass panes etc. shall be thoroughly removed.
8. The Contractor should include the cost of erecting scaffoldings, for painting the building from inside and outside.
9. Care should be taken to paint electric wirings on batten for which no extra payment will be made.

Mode of Measurements.

All measurements shall in metric units. Length and breadth to be measured correct to a centimeter. Deductions in measurements to be regulated as follows.

FOR WHITE WASH, COLOUR-WASH OIL BOUND DISTEMPER

Oil Paint, Snowcem, French Polish and Flat Paint/Plastic Emulsion Paint.

- (a) No deduction shall be made for opening less than 0.50 Sq.m and no addition made for jambs, sills reveals therein etc.
- (b) Opening exceeding 0.50 Sq.m shall be deducted and jambs, soffits sills etc measured.

CO-EFFICIENTS TO BE APPLIED TO OTHER SURFACES TO GET PLAIN AREAS OF PAINTING.

- (a) Wooden doors, windows partitions etc.
(Measured flat including frame)

1. Panelled doors and windows etc.	1.30(for each side)
2. Flush doors	1.20(for each side)
3. Fully glazed doors and windows etc.	0.8(for each side)
4. Carved or enriched work	2.0(for each side)
5. Partly panelled and partly glazed doors,	2.0(for both the sides)

Windows and partitions.	
6. Fully venetianed or louvered (not with glazing)	1.80(for each side)
7. Low railing with vertical balustrade and bracing	0.50(for each side)
(b) Steel doors, windows etc.	
(Measured flat including frame).	
1. Plain sheet doors and windows.	1.10 (for each side)
2. Fully glazed doors and windows	1.50(for both sides)
3. Collapsible gates, steel gates, railing etc.	1.10(for painting all over)
4. Rolling shutters.	1.00(for each side)
5. Partly glazed & partly panelled / louvered doors and windows.	2.00(for both the sides)
6. M.S Grille/ W.I. Grille and expanded metal/ weld mesh /crimpednet mesh.	2.00(for both the sides)
(c) General Work	
Expanded metal, grills, gratings, etc.	1.00(for painting all over)
2. Rough cast Plaster.	1.30(For surface measured flat)
3. Sand Faced Plaster.	1.10(For surface measured flat)

DETAIL SPECIFICATION

1. Patch Repairing : The patch repairs shall generally be carried out as under :

- (a) Patches should be marked properly on the surface and all loose plaster of the cracked portion shall be removed as directed by the Engineer.
- (b) The surface to be patched, shall be wetted thoroughly and if plain, shall be recked or roughened up by hacking.
- (c) The plastering shall be done as directed. The finishing coat shall match with the adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.
- (d) The cement mortar used shall be 1 : 4 (one part cement to four parts of sand by volume) and the work shall be done as directed by the Engineer.
- (e) The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.
- (f) Wide cracks in plaster, if any, due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed filled with 1.2 cement plaster with the addition of

“Groutex” or “Expandex” and surface finished with plaster of paris. No payment will be made for this operation.

- (g) Minor cracks in plaster due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be grooved as directed, filled and finished with ‘SNOW FILLA’. The rates quoted for respected items shall be inclusive of this operation.

Measurement : The measurements of the patches exceeding 0.1 sq. m. in area shall only be recorded. The patching work having 0.1 sq. m. or less in area shall not be measured and paid for.

Scaffolding : Unless otherwise instructed by the Engineer, double scaffolding having two sets of vertical supports shall be provided. The supports shall be sound and strong, tied, together by horizontal members over which scaffolding planks shall be fixed.

The work of scaffolding shall be deemed to be the part of the work of respective items under schedule and no extra payment in this regards 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 regards shall be at the Contractor's account.

1. Painting & Colour Washing

The work of painting colour washing shall be done according to IS. 2395 (1966) and 1477 (1959) shall be to the entire satisfaction of the Engineer.

II. White or Colour Washing

(a) Preparation of Surface : The surface shall be scrapped thoroughly to remove existing distemper colour wash or white wash or any other protective film. Any major patch repair or crack shall be cut out and made good as specified under patch repairing 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 plaster of paris gauged with about one third of its volume of hydrated lime or “Snow filla”.

Prior to painting, fine cracks may be filled with distemper or Enamel putty depending on the proposed finish.

Distemper or lime wash shall be totally removed prior to repainting. The surface shall be wetted before scrapping.

Greasy or oily spots in the surface should be removed by approved method. One coal of chalk and glue may be applied before application of colour/white wash. The rates quoted shall include all the above operations.

(b) Preparation of Lime or Colour Wash : The white wash/colour wash shall be prepared from fat lime conforming I.S. 712-(1964). The lime shall be slaked at site and shall be mixed and stirred with about 5 litres of water for one Kg. of unslaked lime to make a thin cream. This shall be sieved through a muslin cloth. Also lime or colour wash in powder from packed in airtight drums may be considered to the above specification. Four Kgs. Of gum dissolved in hot water shall be added to each cubic metre of cream and 1.3 Kg. of sodium chloride dissolved in hot water may be added for every 10 kg. of lime. For white wash blue will have to be added in it in the quantity as directed. If directed mineral colour not affected by lime may be added as directed by the Engineer.

(c) Application : The colour or white wash shall be applied with Moonj brushes (flat brushes) or spray pumps if approved, in the specified number of coats. The operation of each coat shall consist of stroke of the brush first given horizontally from the 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. No portion of the surface shall be left out to be patched up later on. The sequence of application of paint shall be as under :

- (i) apply 1st coat of colour wash or lime wash of lighter shade on the surface prepared as stipulated at (a) above
- (ii) Indentations, unevenness etc., shall be filled to yield a uniform plain surface.
- (iii) apply second coat of lime or colour wash of approved shade.
- (iv) apply third coat of colour or white wash where stipulated.

2. Exterior Painting

The surface shall be prepared in the similar fashion as specified under lime and colour wash. In addition any existing fungus or mould growth shall be completely removed by thoroughly scrapping and rubbing down with bristle brush and sand paper and then washing down with clean water and allowed to dry. The surface shall be brushed with a soft bristle brush to remove any dust particles 24 hours after the wash.

(A) With flat oil paint :

Preparation : The ready mixed Exterior quality flat oil paint shall be prepared strictly according to the manufactures specification.

Application of Painting : The painting shall be carried out as follows

- (i) Apply one coat of specified primer of approved quality.
- (ii) Apply 1st coat of flat oil paint as per manufacture's specification. The shade of the first coat shall always be one or two tone lighter than the final shade which would be achieved by adding white shade flat oil paint of same specification. After allowing the first coat to dry, the excessive air holes, indentations, cracks, etc., should be made up with putty to yield uniform plain surface.
- (iii) After overnight drying and light sand papering of surface, apply second coat of flat oil paint of final approved shade.

- (iv) If directed by the Engineer additional coat of paint should be given to bring the surface to uniform shade and tone at no extra cost.

(B) Weatherproof External Emulsion Paint :

(i) Preparation of surface :

The surface shall be scrapped thoroughly to remove existing snowcem paint or any other protective film, any major patch repair or crack shall be cut out and made good as specified under patch repairing or as directed. Prior to painting, imperfections such as holes and fine cracks etc., may be filled with appropriate mixture/putty depending upon the proposed finish as per manufacturer's specifications or as directed. The rates quoted shall include all the above operations.

(ii) Preparation and application of paint :

Preparation and application of paint shall be similar to as specified in 2 (A) above and as directed by the Bank's Engineer.

3. Painting for interior surfaces :

(A) Oil Bound Distemper : The paint shall be of approved manufacturer and shade.

(i) Preparation of surfaces : The surfaces shall be prepared according to the instructions under lime and colour washing. In addition, before application of primer coat the surface shall be cleaned with water and allowed to dry.

(ii) Preparation of Paint : The paint shall be prepared strictly according to the manufacturer's instructions and specifications.

(iii) Application of Paint :

- (a) Before application of primer coat, the surface shall be thoroughly dusted and then a coat of approved primer shall be applied. After allowing the surface to dry, the surface shall be sand papered lightly and indentations, unevenness etc., shall be made up by giving a coat of putty to obtain a uniform and plain surface.
- (b) First coat of oil bound distemper of approved brand and shade one or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush.
- (c) After allowing the surface to dry for a minimum period of 18 hours, light sand papering and touching up uneven sports with putty, 2nd coat of oil bound distemper shall be applied. This coat may be of final shade where two coats of oil bound distemper is specified. Where painting is specified to be in three coats the shade of paint of the 2nd coat may be one tone lighter than the final shade. The third coat where specified shall be of final approved shade. The final coat of oil bound distemper shall always be finished by using rollers to obviate brush marks.

B. Interior grade flat oil paint or plastic Emulsion / Acrylic paint

The paint shall be of approved manufacturer and shade.

(i) **Preparation of surface** : The surface shall be prepared as specified at 3 (A) (i) above.

(ii) **Preparation of paint** : The paint shall be prepared strictly according to the approved manufacturer's specifications and directions.

(iii) **Application of paint** : As specified in 3 A (iii) above under oil bound distemper.

C. Enamel painting : Wood & Plastered surface :

- (a) While preparing surface in old wood work, accumulated dirt, grime, mould, growth due to dampness etc., shall be removed and the surface examined for defects. All projections such as glue or whiting spots shall be carefully removed with stopping knife and cleaned after which all knots shall be filled with knotting solution. Resinous or loose knots shall be removed and gaps filled with seasoned timber piece and made level with the rest of the surfaces.
- (b) Surface of previously painted wood work, if it is smooth and in the good conditions, shall be cleaned with white spirit or other detergent. Rub surfaces, with abrasive paper wash clean, removed with fresh water and allow the surfaces to dry. Defective and loose putty shall be replaced.
- (c) Where old painted surface has become badly blistered and cracked, the paint shall be completely removed either with blow lamp or with an approved quality paint remover.
- (d) In case of walls dados required to be painted with enamel paint, if the old paint is white or colour wash, distemper or oil bound distemper the old coating shall be thoroughly scrapped off till the original plaster surface is exposed. If old paint is oil paint and in good condition surface shall be sand papered and cleaned.
- (e) Painting shall be carried out as much as possible in dry and warm weather. Two coats of paint shall be applied to the surfaces as per schedule of work.

Application of Paint :

The enamel paint shall be of first quality unless otherwise specified. The painting work shall be carried out as per manufacturer's specification and as specified in 3 A (iii) above and the in coats specified under respective items.

4. Enamel painting to steel work :

- (a) The work shall generally be carried out as per IS 1477 (1959) , wherever applicable and as directed by the Engineer.

- (b) The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scraping and brushing with steel wire brushes and if necessary, the surface shall be cleaned by chipping or any other best known methods, such as sand blasting and burning. The surface shall be made thoroughly dry.
- (c) Apply a coat of anti corrosive metal primer of approved make.
- (d) Apply a coat of putty to make the surface even and uniform.
- (e) Apply first coat of ready mixed enamel paint of approved make, quality and shade. The first coat shall be a tone lighter when compared to the final approved shade.
- (f) Apply finishing coat of approved shade as directed.

5. Painting CI, GI Asbestos etc., pipes and fittings :

- (a) **Paints** : Paints, unless otherwise specified shall be first quality enamel paint of approved make and shade. The primer coat shall be red oxide or any approved suitable metallic primer ready mixed and of approved manufacture.
- (b) **Preparation of surfaces** : All rust and scales shall be removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away. The surface, if wet, shall be sun dried.
- (c) **Application** : After preparing the surface, one coat of primer shall be applied. Care shall be taken to ensure that the surface is fully and completely covered, special attention being paid to the joints.
- (d) When the primer coat has dried up and before any moisture, dirt dust etc., settles on the surfaces, paint of the desired shade shall be applied to pipes. Application shall be done with brushes and the paint shall be spread evenly. The surface shall be given two or more coats and shall finally present a uniform appearance.

6. Polishing & Varnishing

- (a) **French polishing** : French spirit polish shall be of an approved make conforming to IS : 348. If it has to be prepared on site, the polish shall be made by dissolving 0.7 Kg. of best shellac in 45 litres of methylated spirit without heating. To obtain required shade pigment may be added and mixed.

Surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots, if visible shall be covered with a preparation of red lead and glue. Resinous or loose knots and gaps shall be filled with seasoned timber pieces and made level with rest of the surface. Holes and indentations on the surface shall be filled with putty made on whiting and linseed oil. Surface shall be given a coat of filler made on 2.25 kg. of whiting in 1.5 litres of methylated spirit. When it dries, surface shall again be rubbed down perfectly smooth with sandpaper and wiped clean.

Piece of clean fine cotton cloth and cotton wool made into shape of pad shall be used to apply polish. The pad shall be moistened with polish and rubbed hard on the surface applying the polish sparingly but uniformly and completely over the entire surface. It shall be allowed to dry and another coat applied in the same way. To give finishing coat, the pad shall be covered with a fresh piece of clean fine cotton cloth, slightly dampened with methylated spirit and rubbed lightly and quickly with a circular motion, till the finished surface attain uniform texture and high gloss.

b) **Wax Polishing** : Preparation of surface shall be as in the case of French polish. Was polish shall either to prepared on site or obtained ready made from market. Polish made on the site shall be prepared from a mixture of pure bees wax, linseed oil, turpentine and varnish in the ratio of 2 : 1 ½ : 1 : ½ by weight. The bees wax and the boiled linseed oil shall be heated over slow fire. When the wax is completely dissolved the mixture shall be cooled till it is just warm and turpentine and varnish added to it in the required proportions and the entire mixture is well stirred.

Surface shall be prepared as describe under “French Polishing” except that the final rubbing shall be done with sand paper which has been slightly moistened with linseed oil, mixture or polish shall be applied evenly, with a clean cloth pad in such a way that no blank patches are left and rubbed continuously for half an hour. When the surface is quite dry a second coat shall be applied in the same manner and rubbed continuously for an hour or until the surface is dry. Final coat shall then be applied and rubbed for two hours or more if necessary, until the surface has assumed a uniform gloss and is quite dry showing no sign of stickiness when touched. Gloss of the polish depends on the amount of rubbing, therefore rubbing must be continuous and with uniform pressure and frequent change in direction.

Varnishing : Preparation of surfaces shall be carried out as in case of polishing Varnish shall be of approved make and shall contain 3 parts of copal, parts of turpentine and 2 parts of linseed. After preparation of surface, two coats of clean boiled linseed oil shall be applied at sufficient interval of time. After the linseed oil has dried two coats of varnish of approved manufacturer shall be applied at sufficient interval of time. If the surface fails to produce the required gloss an additional coat shall be applied without any extra cost.

7. Washing / Waterproofing treatment to external surfaces :

The external surface shall be scrubbed and washed with commercial quality muratic acid to remove completely fungus growth black spots, dust, moss and other impurities etc. The surface shall then be allowed to dry and the silicon water repellent solution shall be applied.

The silicon water repellent to be used for impregnating exterior wall surface shall be ‘Repellin WR’. ‘Silane-Siloxane based water repellent for Exterior stone surfaces manufactured by M/s. Pidilite Insutries Ltd or equivalent as per manufacturer’s specifications.

RESERVE BANK OF INDIA

General repairs and Repainting of office building premises at Rambagh Circle, Jaipur

SCHEDULE OF QUANTITIES

Preamble :

The rates quoted shall include the following :

- (1) Removal and carting away all the debris from Bank's premises after cleaning the floors etc., with water and removing all paint spots and stains by using any approved paint remover to the satisfaction of the Employer.
- (2) Before commencing the work all plants and trees etc., found on the walls, terraces etc., shall be completely uprooted and the cracks or holes etc., shall be filled in as directed.
- (3) Double scaffolding (Wherever applicable) upto complete height of the building externally and to the floor height in each floor.
- (4) All articles of furniture equipment etc., shall be protected by covering with cloth or tarpaulin etc., and the furniture rearranged and floors cleaned and mopped after the day's works.
- (5) Painting or hardware fittings wherever directed in case of painting of doors and windows.
- (6) Painting of all picture hooks, coat hangers, battens, hooks etc.,
- (7) Curing the items of works involving the use of cement and water proof paints.
- (8) Unless and until all the paint stains on floor, walls, ceiling glasses, etc., removed satisfactorily by the Contractors, the work will not be certified as complete.
- (9) All paints shall be of 1st quality of approved brand and shade and applied as detailed under specifications.
- (10) The work shall be carried out both during / after office hours in case of office building.
- (11) Workers will not be allowed to stay within the premises.
- (12) Tenderer will inspect the site and existing surfaces to be painted and quote after taking into account to all the works as per specifications.

- (13) The rate quoted shall include preparation of existing surfaces and making them even and smooth with all the required materials including putty and labour to the satisfactions of Banks Engineer.
- (14) The rates shall include the required number of coats of the paints in case of all the items to make the final finish acceptable to the Bank's Engineer.

Place : Signature & seal of the Tenderer

Date :

ANNEXURE 'A'

LIST OF APPROVED MATERIALS FOR GENERAL REPAIRS & REPAINTING WORKS

	Oil Bound Distemper/Acryli c Distemper	Synthetic Enamel Paint	Flat paint ext. quality	Cement paint	Cement primer	Red oxide primer	Aluminiu m paint	Heat resisting paints	Plastic emulsio n paint	Varnish
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
1. Shalimar Paint Ltd.,	"No.1" premium acrylic distemper	"Superlac" hi gloss enamel	Flat paint for exteriors		Shalimar Cement primer	Shalimar Red oxide metal primer	'Lustrol' al. paint	Heat Resistant Aluminium paint	"Superlac" Acrylic emulsion	"Superlac" clear synthetic varnish
2. Goodla s Nerolac Paints Ltd.,	Nerolac Acrylic distemper	Nerolac Synthetic enamel	Neromatt Synthetic flat paint exterior	-	Primolite Cement primer	Palm tree red oxide metal primer	Goody Palm Tree Aluminium paint		Nerolac acrylic emulsion (Popular range)	Nerolac Synthetic clear varnish
3. Jenson & Nicholson Paints Ltd.,		"Brolac" polyurethane synthetic enamel	Robbiala c flat oil paint for interior	-	-	-	-	-	Robbialac acrylic plastic emulsion	
4. Asian Paints	'Tractor' synthetic washable distemper	Apcolite premium gloss enamel			"Utsav" Cement Primer	Asian Redoxide metal primer	Three mangoes Al. paint	-	Apcolite super acrylic emulsion paint	Apcolite clear synthetic varnish
5. Berger Paints India Ltd.,	'Bison' Acrylic distemper	Luxol high gloss premium enamel	'BP' Synthetic Interior flat paint		'BP' Cement primer (alkali resistant) water thinnable	'Butterfly' metal primer Red Oxide	Salvaline Aluminium paint	-	Luxol Silk Luxury Premium emulsion	Luxol synthetic clear varnish

6. Special Paints Ltd., (Earlier Sigma Paints)	Specacote acrylic washable distemper	Signarine superflow synthetic enamel			Speca Cement Primer	Speca read oxide metal primer matt	"Speca" superfine Al. paint	'Speca' Al heat resisting ready-mix paint HR 950	'Speca' wall deluxe acrylic emulsion paint	Specalac Synthetic Clear Varnish
7. Snowcem India Ltd.,	-	-	-	"Snowce m Plus"	-	-	-	-	-	-
8. Bombay Paints Ltd.,	Pentolite Synthetic Washable distemper	Pentolite super Synthetic Enamel	Pentolite Synthetic exterior paint	-	-	-	-	-	-	-
9. ICI India Ltd.,	Maxilite Synthetic Distemper	"Dulux" gloss finish	-	-	ICI Cement Primer	ICI, redoxide metal primer	-	-	Dulux acrylic emulsion	Dulux synthetic Clear