



### SCHEDULE OF TENDER (SOT)

1. e-Tender No.	RBI/PD-Central Office Departments /Others/10/24-25/ET/237[Providing and Laying Granite, Gr Floor,COB]
2. Name of the Work:	Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001
3. Mode of Tender:	e-Procurement System (Part I – Techno-Commercial Bid and Part II - Financial Bid) through MSTC website <a href="https://www.mstcecommerce.com/eproc/home/rbi">https://www.mstcecommerce.com/eproc/home/rbi</a>
4. Date of NIT available in MSTC portal for viewing of e-Tender	July 19, 2024 from 11:00 Hrs. onwards
5. Date and Time of the Pre-Bid Meeting (Online)	August 17, 2024 at 11:30 Hrs.. (The meeting shall be held at conference Room on 5 <sup>th</sup> floor Central Office Building Mumbai. (Participants who are willing to attend the Pre-Bid meeting are requested to remain present at venue and date & time)
6. Uploading Minutes of Pre-bid Meeting /Addendum/Corrigendum/ if any on the Bank's website/MSTC Portal	August 19, 2024
7. Estimated cost of the work:	<b>Rs. 96.03 lakh</b>

8. Earnest Money Deposit (EMD)	₹ 1,92,060/- (Rupees One Lakh Ninety two Thousand Sixty only) only in the form of NEFT/ Demand Draft/ Bank Guarantee as per mentioned in the Memorandum, page 10 of the tender. In case of EMD in the form of DD / Bank Guarantee, same may be submitted in person at Premises Department, 5 <sup>th</sup> Floor, Central Office Building Reserve Bank of India, Fort, Mumbai – 400001. <b>Any such bid received without EMD shall be treated as non bona fide and shall be rejected from participating in the tender process.</b>
9. Last date of submission of DD and NEFT for EMD	On or before of September 02, 2024 upto 15:00 Hrs.
10. Performance Bank Guarantee (PBG)	5 % of Contract amount.
11. Time allowed for completion of the works from 14 <sup>th</sup> day from the date of written order to commence work.	3 Months
12. Bidding start date of Techno-commercial Bid and Financial Bid at <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a>	August 10, 2024 from 11:00 Hrs. onwards
13. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	September 02, 2024 from 15:00 Hrs.
14. Date & Time of opening of Part-I (i.e. Techno-Commercial Bid)	September 02, 2024 from 16:00 Hrs.
15. Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated to the eligible bidders.
16. Transaction fee	<b>Payment of transaction fee through MSTC payment gateway either by NEFT/RTGS through challan or by Online payment through Net banking/Debit card/Credit card in favor of MSTC LIMITED. Upon receipt of payment, system will automatically authorize the payment.</b> Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.



**RESERVE BANK OF INDIA  
Premises Department  
Central Office Building**

**(Techno Commercial Bid)**

**Providing and laying granite / natural stone flooring at Ground floor premises,  
Central Office Building, Reserve Bank of India, Mumbai - 400001**

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Reserve Bank of India  
Premises Department  
Notice inviting  
e-Tender  
e-NIT no:-----  
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(Only through MSTC e-procurement portal)

**Providing and laying granite / natural stone flooring at Ground floor premises,  
Central Office Building, Reserve Bank of India, Mumbai - 400001**

1. e-Tender in two parts is invited from eligible empaneled vendors/contractors for "Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001". The estimated cost of the work is ₹ **96.03 Lakh** and is to be completed within **90 days** from the 14<sup>th</sup> day of award of work.

2. A pre-bid meeting (off-line mode) of the intending bidders will be held on August 17, **2024** at 11:30 AM in Premises department, Central Office Building, Reserve Bank of India, Fort, Mumbai. The duly filled in Tender documents shall be uploaded on MSTC site till **03:00 PM** on July 19, **2024**

3. Tender documents will be available at MSTC website i.e., [www.mstcecommerce.com](http://www.mstcecommerce.com) on July 19, 2024. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., [www.mstcecommerce.com](http://www.mstcecommerce.com). Deadline for filing up and submitting the e-Tender is by **3:00 p.m. on September 02**, 2024. Part I of the e-Tender will be opened at 4:00 PM on September 02, 2024. Detailed guidelines on submission of the e-Tender by the firms have been mentioned in [Annexure-1](#) following the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.

4. Filled and signed Tender documents in prescribed form shall be uploaded on MSTC website. Part- I of the Tender will contain the Bank's standard technical and commercial conditions for the proposed work and Bidders' covering letter. However, an EMD of ₹ **1,92,060/-** in the form of NEFT transfer (**The bank details for NEFT:** Beneficiary name: Reserve Bank of India, IFSC: **RBIS0COD001** (Numeric Zero at 5<sup>th</sup>, 9<sup>th</sup> and 14<sup>th</sup> place from left) ; A/c no. **41861403873**) or a demand draft favoring Reserve Bank of India payable at Mumbai needs to be submitted in person to Premises Dept. Reserve Bank of India, Central Office Building, Shahid Bhagat Singh road, Fort, Mumbai- 400001, before 3:00 p.m. on sept 02, 2024. Demand draft should be submitted in sealed cover super scribed "EMD for Tender of "Providing and laying granite / natural stone flooring at Ground floor premises, Central Office

Building, Reserve Bank of India, Mumbai - 400001.” Part-II (Price bid) of the eligible Bidders shall be opened on a subsequent date which will be intimated to the eligible Bidders in advance.

5. The applicants/Bidders must upload the following documents on MSTC portal- All annexures and certificate mentioned in the Tender.

6. 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.

7. All information submitted in response to this Tender shall be the property of Reserve Bank of India and it shall be free.

8. The Bank is not bound to accept the lowest e-Tender and reserves the right to accept either in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders without assigning any reason thereof.

Place: Mumbai

Date: -----,2024

Chief General Manager - in - charge  
Premises Department  
Reserve Bank of India  
Central office Building  
Mumbai

## 1. Notice Inviting Tender

1. E-tenders are invited for '**Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001.**'. The estimated cost of the work is **₹ 96.03 lakhs** (inclusive of GST).
2. Tender (Part I and II) will be available from **19/07/2024 to 02/09/2024** at MTSC website. The duly filled-in tender documents should be uploaded on MSTC website before 02.00 PM on **19/07/2024**.

### Important information

i) E-tender No.	RBI / Central Office / Premises Department -----
ii) Name of work	<b>Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001</b>
iii) Mode of Tender	<ul style="list-style-type: none"> <li>• e-Procurement System (Online Part I and Part II - Price Bid through <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a>).</li> <li>• Guidelines for e-tender has been provided.</li> </ul>
iv) Date of NIT available to parties to download	<b>15.00 Hrs on 19/07/2024</b>
v) Estimated cost	<b>₹ 96.03 Lakhs(Inclusive of GST)</b>
vi) Earnest Money Deposit	<b>₹ 1,92,060/-</b>
vii) Last date of submission of EMD.	<b>Till 14.00 Hrs on 02/09/2024</b>
viii) Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <a href="https://www.mstcecommerce.com/e prochome/rbi">https://www.mstcecommerce.com/e prochome/rbi</a>	<b>10.00 Hrs on 10/08/2024</b>
ix) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>14:00 Hrs on 02/09/2024</b>
x) Date & time of opening of Tender	<ul style="list-style-type: none"> <li>• Part I of the tender shall be opened at <b>16:00 Hrs on 02/09/2024(On approval)</b>.</li> <li>• Part II (Price Bid) of the tender of the qualified bidders shall be opened on a subsequent date which shall be communicated to the qualified bidders.</li> </ul>
xi) Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

## 2.Guidelines for e-Procurement

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

### Process of e-tender:

**A) Registration:** The process involves 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 will be done over the internet. The vendor should possess Class III signing type Digital Certificate. Vendors must make their own arrangement for bidding from a PC connected with internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

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

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

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

1. Smt Rashmi Gehani (022-22602626 / ([rgehani@rbi.org.in](mailto:rgehani@rbi.org.in)))
2. Shri Karthik Ravikumar (022-22606331) / ([karthikr Kumar@rbi.org.in](mailto:karthikr Kumar@rbi.org.in))

### Contact Persons (MSTC Ltd – During Office Hours only):

1. Mr. Tanmay Sarkar, Deputy Manager – [tsarkar@mstcindia.co.in](mailto:tsarkar@mstcindia.co.in) Mobile - 08349894664
2. Mr. Sushil Nale, Asst. Manager – [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in) Mobile-09987758430
3. Ms. Rupali Pandey, Executive- [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in) Mobile- 09458704037
4. Mr. Tejas V, Executive [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in) Ph-022 22822789 Google hangout ID- (for text chat)- [mstceproc@gmail.com](mailto:mstceproc@gmail.com)
5. Technical support staff – 022-22870471

### **B) System Requirements:**

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



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

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

Other Settings:

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

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

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

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

Special Note towards Transaction fee:

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

Note-

- Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- E-tender cannot be accessed after the due date and time mentioned in NIT.

## Bidding in e-tender

- a) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- d) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- e) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- g) During the entire e-tender process, the vendors 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 vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- 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, without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprchome> to familiarize them with the system before bidding

### 3. Form of Tender

To,  
Chief General Manager I/C  
Premises Department  
Central Office Department  
Reserve Bank of India  
Mumbai.

Madam,

Having examined the Specifications, scope of work 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 Schedule of Quantities and in accordance in all respects with the Specifications, design, drawings (If any). The instruction in writing referred to in Conditions of Tender, The Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

#### **MEMORANDUM**

(a)	Name of the work:	<b>Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001.</b>
(b)	Time allowed for completion of the work.	90 days from the 14th day after date of issue of work order.
(c)	Estimated Cost of the work	<b>₹ 96.03 Lakh (inclusive of GST)</b>
(d)	Earnest Money Deposit	<b>EMD of ₹ 1,92,060/-</b> in the form of Demand Draft drawn in favour of Reserve Bank of India, of a Scheduled Bank or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tender inviting authority on or before <b>14.00 PM of --/--/2024</b> and EMD can also be remitted to Reserve Bank of India Account on or before <b>14:00 PM of --/--/2024</b> . The account details for NEFT transactions are as under:

		<b>Beneficiary Name- Reserve Bank of India</b> <b>IFSC: RBIS0COD001</b> <b>Account No: 41861403873</b> Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.
(e)	Performance Guarantee	Bank Guarantee from any Scheduled Bank for an amount equal to 5% of the Contract Amount
(f)	Retention money	5% from each bill.
(g)	Defects Liability / Performance Guarantee Period	<b>01 Year</b> from the date of 'Virtual Completion' of the work.
(h)	Clarifications and pre-Bid Meeting	On --/--/2024
(i)	Liquidated Damages for delay in completion of the work	0.25 % of the 'Contract Amount' per week subject to a ceiling of 10% of the 'Contract Amount'.
(j)	Bid validity	Three months from the date of opening of part I of tender.

I / We have deposited a sum of **₹ 1,92,060/-** as earnest money with Reserve Bank of India, 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 the Reserve Bank of India.

I/We agree to,

- Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of the contract annexed here so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India, the amount mentioned in the said conditions.
- Our Bankers are: (Full Address)

(i)	
(ii)	

- Names of Partners of our firm are:

(i)	
(ii)	

Name of the Partner of the firm Authorized to sign	
Or	
Name of person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).	

Yours faithfully,

Signature of Contractor:

Signature, Name and Addresses of Witnesses:

01.-----

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02.-----

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## 4. Articles of Agreement (Proforma)

ARTICLES OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, between the Reserve Bank of India (hereinafter called: the "Employer") of the one part and \_\_\_\_\_ (Hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of..... and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of Reserve Bank of India.

AND WHEREAS the said 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 in the conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively herein after referred to as "the said Conditions") the work shown upon / described in the said Specification and include in the Schedule of Quantities at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as " the said contract amount").

### NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor will upon and subject to the conditions annexed carry out and complete the Work shown upon the Contract and described by or referred to in the schedule of Quantities and in the said conditions.
- 2) The Employer will pay the Contractor the said contract Amount, or such sum as shall become payable, at the times and in the manner specified in the said conditions.
- 3) 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, submit themselves to the said conditions and the correspondence and perform the agreement on their part respectively in the said Conditions and the correspondence contained.
- 4) The original tender documents mentioned herein shall form the basis of this contract.
- 5) This contract is neither a fixed Lump sum Contract nor a Piece Work Contract, but it is an item rate Contract for the complete work to be paid for according to actual as provided in the said Conditions.

6) The Employer reserve to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender quantities unless specifically approved in writing by the Bank's Authorities. (The contract may be extended beyond the specified period or terminated before the specified period subject to COVID situation)

7) All payment by the Employer under this contract will be made only at Mumbai.

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

9) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

10) Time shall be considered as one of the important factors of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or within **the 14th day of issue of written order to commence the work** as provided for in the said conditions whichever is later and to complete the entire work within **03 months which shall be reckoned from the 14th day of issue of written order to commence the work**, subject nevertheless to the provisions for extension of time

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

12) The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

i) Any claim arising out of third party loss / damage to life or property caused by / during execution of the work.

ii) Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.

iii) Any claim due to non-compliance of applicable PF / Labour laws, ESI, regulations etc.

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

IN WITNESS WHEREOF the Employer has set its hands to these present through its duly authorised officials and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates/has caused these present and the said two



duplicates hereof to be executed on its behalf. The day and year first hereinabove written. (If the Contractor is a Company).

Signature Clause:

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

Shri

(Name & 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 behalf of all the partners

The presence of:

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) \_\_\_\_\_

Director, who have signed these Presents in token thereof in the presence of:

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

1) \_\_\_\_\_

2) \_\_\_\_\_

SIGNED AND DELIVERED by the  
the

If the Contractor is signing by

hand of Power of Attorney, whether a company or an individual.

Contractor by the hand of

Shri \_\_\_\_\_

and duly constituted attorney.

## 5. Instructions to Bidders

E-tenders comprising duly filled in Part I (Techno-Commercial Bid) and Part II (Price Bid) of the tender should be uploaded in MSTC website under RBI Portal for the work of **Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001**. not later than **15.00 Hrs on --/--/2024**.

1. The Bank discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition, it shall be addressed as a special remark. The condition(s), if any, will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Bank will be intimated to the tenderers.
2. Part I (Techno-Commercial Bid) of the tender shall be opened at **16:00 Hrs on 02/09/2024** and Part II (Price Bid) of the tender shall be opened on a subsequent date, after scrutiny of Part I tender, which shall be communicated to the qualified bidders.
3. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender which may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
4. Digital Signatures may be used to submit the tender in token of his / their acquainted himself / themselves with the General Conditions of Contract, Specifications and Special Conditions etc as laid down.
5. If any of the document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
6. The vendors shall pay the transaction fee vide the procedures listed in '**Guidelines for e-procurement**'.
7. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
8. **EMD** for an amount of **₹ 1,92,060/-** in the form of Demand Draft drawn in favour of Reserve Bank of India, of a Scheduled Bank or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tender inviting authority on or before **14.00 hours of 02/09/2024**

Earnest Money Deposit for a sum of **₹ 1,92,060/-** can also be remitted to the Bank Account of Reserve Bank of India on or before 14:00 Hrs on 02/09/2024. The account details for NEFT / RTGS transactions are as follows.

**Beneficiary Name- Reserve Bank of India**

**IFSC: RBIS0COD001**

**Account No: 41861403873**

Proof of remittance with transaction number (Scanned copy) shall be attached/ uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to

9. EMD of the unsuccessful bidders shall be refunded / returned without any interest.
10. Performance Bank Guarantee of 5% of Contract Value, valid upto execution of work+ Defect Liability Period + 60 Days, will be obtained from the successful tenderer for the execution and due fulfilment of the contractor and shall be released without any interest after completion of Defect liability period+ 60 days.
- 11. The firm shall comply with all the requirements related to labour laws, minimum wage prescribed by the Government etc. and all rules and regulations etc. of the Government. Rates quoted by the firm should comply with the minimum wages prescribed by the Government from time to time.**
12. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money Deposit will be refunded to the bidder, if his / their tender is not accepted by the Bank, but without any interest. Under no circumstance Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
13. The successful tenderer shall indemnify the Employer, from date of commencement of work, against all risk by obtaining and keeping in force / currency throughout the Contract Period, necessary Insurance Policies of appropriate value including Contractors All Risk Policy, Workmen Compensation Policy, and third-Party Liability Policy etc. from an Insurance Company. Reserve Bank of India shall appear as first party in the insurance policies.
14. On receipt of intimation from the Bank of acceptance of his / their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof the successful bidder shall sign an agreement in accordance with the 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.
15. In addition to the Performance Bank Guarantee, as a further security for the due fulfilment of the contract by the Contractor, 5% of the value of the work done will be deducted by the Employer from each payment to be made to the Contractors towards Retention Money. This Retention Money to be deducted plus Performance Bank Guarantee will be termed as 'Total Security Deposit'. Total Security Deposit, i.e., Performance Bank Guarantee + Retention Money, will be released by the Employer after successful completion of the Defect Liability Period + 60 days, including rectification of the defects observed during the Defects Liability Period. The amounts retained by the Employer shall not bear any interest.

16. The Contractor shall carry out all the works strictly in accordance with specifications in the tender.
17. A schedule of probable quantities in respect of each work and specifications accompany these documents. The schedule of probable quantities is liable to alteration by omissions, deductions, or additions at the discretion of the Bank.
18. The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must 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.
19. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable, and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. However, during the actual execution of work if the quantities of any of the items of work exceeds by more than 25 % of the tender quantities, the quantities of such items executed, by the authority of Bank's Engineer, in excess of 25% of the tender quantity shall be considered as an extra item of work for which the contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractors over heads and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustments 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 Bank, the contractor shall not be entitled to any claim on this account
20. Time allowed for carrying out the work is **Ninety Days** which shall be strictly observed by the tenderer and it shall be reckoned from the **fourteenth** day of 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 at the rate of **0.25% per week of Contract amount subject to the maximum of 10% of the contract amount** as liquidated damages.
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 building materials 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.

22. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. The Employer will issue schedule of Instructions in respect of such additional items and their quantities in writing.
23. The successful tenderer must co-operate with other contractor(s) appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Engineer.
24. Any defect or fault which may appear during 12 months from the date of virtual completion of work / or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects / faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.
25. Time is the essence of the contract. The entire work is to be completed within a period of **Ninety Days**. The Contractor is advised to visit the site and get himself fully acquainted with the general and local site conditions, handling, storage etc. prior to quoting the tender. The material required for the work will have to be delivered and executed at the Bank's Central Office Building, Fort, Mumbai.
26. For items where Basic price of materials is stipulated, only the difference in the basic price specified in the tender and actual price (**excluding G.S.T or any other taxes, transportation, any other charges like conveyance, unloading & handling charges at the site etc. Tenderers may consider these factors while quoting the rates for each item**) approved by the Bank / as per original purchase bill / invoice shall be considered and **15% towards O.H. & C.P** will be allowed on such difference. The contractor will have to produce Cash Bill / Tax Invoice for procurement of such materials.
27. The contractor should quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the tender.
28. Validity of quoted rates shall be 03 (three) months from the date of opening of Part I of tenders.
29. **INSURANCE in respect of damage to person and property:** The contractor shall be responsible for all injury 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 of their employees. The liability under this clause shall be held to include inter-alia, any damage to structures whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as all damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any

damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other in clemencies 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 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 earthquake risk in the joint names of the Employer and the Contractor ( the name of the former (RBI) 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 with effect from date of commencement of work. 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 indemnify and keep indemnified the Employer against all claims which may be made against the employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain a “**Workman Compensation Policy**” from the date of commencement of work until the 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 (RBI) being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs. 2 Lakhs per person for any one accident or occurrence and Rs 5 lakhs in respect of damage to property for any one accident or occurrence, subject to an overall ceiling of Rs. 10 lakhs.

The contractor shall also indemnify the employer against all claims which may be made upon the employer whether under the workmen compensation act or any other statute in force, during the currency of this contract or at common law in respect of an employee of the contractor or the subcontractor and shall be at his own expense effect and maintain until the completion of the contract with an insurance company approved by the employer a policy of insurance against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall indemnify the Employer against all risk by obtaining and keeping in force / currency throughout the Contract Period, necessary Insurance Policies of appropriate value.

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

30. The rates quoted in the tender shall include all charges before commencement as well as after completion, tools, equipment, (Water and electricity may be made available at the available sources within the Bank's Premises. However, conveying the same to required location(s) including required plumbing / electrical pipes / cables / wires, fittings / fixtures, switch board etc. shall be at the risk & cost of the contractor) and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank's Engineer.
31. The rates quoted shall be inclusive of duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. **Tenderers shall quote GST in the respective rows/columns of each item as per the MSTC portal. Tender will be treated as incomplete and liable for rejection if GST is not filled up properly. No correspondence in this regard in the form of letter, e-mail will be entertained after the close of online tender. The Bank is not responsible for payment of GST for the service rendered by the contractor.** It is the responsibility of the contractor to pay the GST to the tax authority. The contract value will also be subject to TDS / TCS / TDS under G.S.T / Withholding Tax / any other tax, as per statutes.
32. The Contractor must bear in mind that all the works shall be carried out strictly in accordance with the Specifications in compliance of the requirements of the local Municipal and State / Central Government authorities time to time and to the requirements of the Bank and no deviation on any account will be permitted unless otherwise they are given in writing by the Bank.

33. The successful tenderer should make his own arrangement to obtain all materials time to time required for the work.
34. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto. The contractor shall strictly follow the security rules and regulations as per the Bank's norms.
35. The Contractor shall make arrangement to cover up the site, so as to ensure uninterrupted servicing in Lounge's Dining area. Additional arrangement should be made for cleaning up the surrounding site area on a daily basis.
36. The work may be taken up in the phase manner convenience of staff and subject to availability of site. (The rates quoted shall be firm during the period of the contract and may be extended or terminated (before the specified period). The work shall be carried out on Saturday / Sunday / Holiday, before / after office hours without any extra cost. The person deputed by the bidder should not suffer from any infection disease like Covid 19 and should be able bodied person.
37. The contractor / agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect of the complaint.
- Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.
- The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
- 38. Termination of Contract by the Employer:** If the contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice of him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfil the contract and to give security therefore, if so required by the Bank's Engineer.
- 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 of the contractor.

**Or**

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

**Or**

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

**Or**

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

- (i) Has abandoned the contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer notice to proceed or
- (iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer's written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions, or
- (v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same. Then and in any of the said case the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workers in carrying on and completing the works or by employing any other contractor or other person or persons to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the material and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so within a period of fourteen days after receipt thereof by him, the

Employer may sell the same by public auction, and give credit to the contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and expense or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

(vi) Failure by the Bidder to meet deadlines for performance of services or failing to meet the standards required by the Bank in the performing of services.

(vii) Change of ownership of the business of the Bidder.

39. **Termination of contract by contractor** : If this payment of the amount payable by the employer under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the contractor to the employer, or if the employer interferes with or obstructs the issue of any such certificate, or if the employer shall repudiate the contract, or if the works be stopped for three months under the order of the employer or by any injunction of other order of any court of Law, then and in any of the said cases the contractor shall be in liberty to determine the contract by notice in writing to the employer, 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.

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

Date:

Signature of tenderer with seal.

Place:

Name and Address:

## SAFETY CODE

1. There shall be maintained in a readily available place, First Aid appliance 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 / floor.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material / chemicals etc shall be provided with protective footwear and rubber hand gloves.
9. Safety belts shall be provided by the contractor and used by the workmen while working from height of more than 3 metres from ground level.
10. No paint / chemicals containing lead products shall be used except in the form of paste or readymade paint.

11. Suitable PPE kits, facemasks, hand gloves, boots, etc should be supplied for use by the workers when the chemical is applied using spray guns.
12. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
13. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
15. Personal Protection Equipment (PPE) such as face masks, hand gloves, boots, etc shall be provided for the workers at the contractor's cost and the contractor shall ensure that the workers use the same while at work.

Date:

Signature of Contractor with seal

Place:

Name and Address:

## 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, air compressors 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 and issued by fire officers shall be kept on the site.
- vii. Used chemical / paint drums shall be stored in specified store only after closing them properly.
- viii. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials / waste / debris.
- ix. None of the fire extinguishers shall be removed / shifted from its designated location.
- x. Power supply shall be switched off from the mains when equipment is not in use.
- xi. Any dust / debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xii. Battery operated emergency light / torches shall be provided by the contractor to the workmen while working beyond office hours.
- xiii. All the electrical / mechanical / electromechanical appliance shall be connected to sufficiently rated circuit breakers before tapping to a power source.

Date:

Signature of Contractor with seal

Place:

Name and Address:

### **Special Conditions of the Contract:**

1. The work shall be carried out in the Central Office Building of Reserve Bank of India, Mumbai. Since the work has to be executed even during working hours and beyond working hours of the Bank, it shall be ensured that work is executed without causing any hindrance to the functioning of the Bank.
2. Contractors shall acquaint themselves of the security procedures of the Bank. They shall make necessary arrangements to obtain necessary passes for their workers and supervisory staff posted at site against submission of required ID proof as required by the Security Officials of the Bank.
3. Shifting of materials / debris shall be done only through luggage lift / stairs. Contractors will not be allowed to use other passenger lifts for shifting of materials / debris.
4. Wherever contractors propose to use equivalent make, the same shall be done with prior approval of Banks Engineer in writing. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
5. The contractor shall submit a properly planned & prepared work programme to the Bank before commencement of the work so as to enable the Bank to intimate other agencies in advance for smooth working, progress and coordination and the time schedule in the work programme should be strictly adhered to.
6. **90 days** period for completion of the work mentioned in the tender is inclusive of holidays, Sundays and Saturdays falling within the contract period. The Contractor shall obtain necessary working permits, photo / entry passes well in advance for working on Saturdays / Sundays / Holidays / beyond office hours of the Bank, for which they shall not be entitled for any additional payment. The contractors shall comply with statutory requirements to work on holidays at their own risk & cost and indemnify the Bank for any risks associated with it.



7. The Contractors shall be responsible for safety & security of their materials / labour & fire safety at all the times as per the Safety & Fire Safety Codes provided hereof.
8. The entire water-proofing work shall be tested by ponding water. Water for an average depth of 100 to 150 mm shall be allowed to stand on the finished and cured work, for 72 Hours. If any leakage / patches due to leakage is noticed during the testing, the defective areas shall be re-done / rectified and the test has to be repeated until no leakage / wet patches due to water ingress through the treated areas is noticed. During testing, contractors shall, at their cost arrange to cover the furniture / equipment / machinery at the areas below the terrace being tested after water-proofing works.
9. The area of work shall be barricaded and necessary screens including strong and free-standing frames / supporting system shall be provided around the area to prevent spread of chemicals / paints while applying.
10. Mode of measurement shall be as prescribed in IS 1200 or other relevant IS codes.
11. The contractor shall furnish A-4 size, computerized sheets printed in the format of a conventional Measurement Book (MB), duly machine numbered pages and with a provision for inserting MB number. The contractors shall incorporate necessary corrections in these sheets as directed by Bank's Engineer. After incorporating the corrections, the contractor shall submit revised copies. All pages of the finalised, computerised MB sheets, after due check / test check measurements shall have full signature with date of the authorised official of the contractor. The measurement sheets approved as 'final' shall be bound in the form of a MB at the cost of the Contractor and submitted to the Bank.

Date:

Signature of Contractor with seal

Place:

Name and Address:

## **Technical specifications and requirements for the work to be executed**

The scope of work covers execution, completion and testing of the work of **'Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001'** in accordance with drawings (if any) and specifications prepared by the Bank's Engineer and to the satisfaction of the Bank's Engineer.

### **Quality**

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

### **Inspection and testing**

Materials before used in the Works shall be subjected to inspection and testing, if so required by the Bank's Engineer, as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples required for such tests as per relevant standards shall be borne by the contractor and the same are deemed to be included in the rates of respective items. No materials shall be used in the works unless they have first been approved by the Engineer or his representative.

### **Samples**

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

### **Independent tests.**

Independent tests and analysis of any of the materials, if required by the Bank's Engineer may be made from time to time by a Testing House or Analyst appointed by the Engineer / Employer in order to check the supplier's works tests and analysis. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective I S / International Codes. The contractor shall at his own expenses supply and deliver to an approved Testing House or Analyst such materials, as may be directed by the Bank's Engineer. Should the result of any test be unsatisfactory to the Bank's Engineer or his representative, the materials represented will be rejected. The testing of material (Third Party Test), if required by the Bank's Engineer shall be carried out through a Government / Approved Laboratory and the testing charges, as per actuals shall be reimbursed by the Bank on production of vouchers / paid receipt. Wherever testing facilities are not available in India, the contractors shall submit the manufacturers' batch test certificates of the batch of material(s) used in the work.

### **List of approved makes / manufacturers of materials.**

1. All materials to be used in the work shall strictly conform to the detailed technical specifications under each item.
2. They shall be of the best quality available in the market and conform to the relevant Indian / international standards.
3. If the approved brands mentioned are not available in the market, equivalent material with written approval of the Bank's Engineer only shall be used in the work. Wherever the contractor proposes to use equivalent makes (i.e. other than those specified), the same shall be done with prior approval of the Bank's Engineer. In such cases, it is the responsibility of the contractor to prove, to the satisfaction of the Bank's Engineer, with necessary technical data / documents / tests reports that the equivalent materials proposed to be used in the work conform to all the technical specifications / parameters stipulated in the specifications. Any additional expenditure and time on account of this shall be solely on contractor's account and no claims whatsoever shall be entertained by the Bank in this regard.

<b>Sl. No.</b>	<b>Material.</b>	<b>Approved make / manufacturer.</b>
1.	Cement.	A.C.C, Ultratech, Coramandal, Ramco, Birla, Ambuja or approved equivalent.
2.	White Cement.	Birla White, J.K. White or approved equivalent.
3.	Water-proofing / coating chemicals, polymers & other chemicals / materials required for structural repairs / water-proofing works.	BASF, Pidilite, Fosroc or approved equivalent.
4.	Paints, primers, thinners, paint-removers, French spirit, Melamine polish, epoxy paint / primers etc.	Asian Paints Ltd, ICI Ltd (Akzonobel Ltd), Kansai Nerolac Ltd, Berger Ltd, Sheenlac, MRF Ltd, or approved equivalent.
5.	Anchor fasteners & screws.	Hilti, MK, Armstrong, Saint Gobain or approved equivalent

Date:

Place:

Signature of the Contractor with seal:

## Annex and Appendix

### Annex 1

#### **PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Chief General Manager I/C,  
Reserve Bank of India,  
Premises Department,  
Central Office, Mumbai-400 001

Dear Sir,

**Name of Work : Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001**

Ref.: NIT/Advt.No.

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹--,---/- (Rupees \_\_ only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) \_\_\_\_\_, (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹ --,---/-(Rupees \_\_ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_ (Rupees \_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) .

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to \_ (four months from the last date of submission of tender) provided that if so desired by the RBI, this

guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of \_\_\_\_\_ Bank.

Authorized Official (with seal)

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

## Annex 2

### PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Chief General Manager I/C,  
Reserve Bank of India,  
Premises Department,  
Central Office, Mumbai-400 001

Dear Sir,

**Name of Work: Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001**

Whereas Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. \_\_\_ (Rupees \_\_\_ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as

equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to (30 days beyond the work completion period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_ or on the day when our



said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof, I/We of the Bank have signed and sealed this guarantee on the --  
----- day of ----- (Month) **2024** being herewith duly authorized.

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank Official Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Witness 2

Signature ..... Signature .....

Name ..... Name .....

Address ..... Address .....

## Annex 3

### FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,  
Chief General Manager I/C,  
Reserve Bank of India,  
Premises Department,  
Central Office, Mumbai-400 001

Dear Sir/Madam,

**Name of Work: Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001**

We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. .... (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

**Note:**

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




**7. RTGS\*/NEFT\*\* /MICR- Code of the Branch:**

RTGS:																				
NEFT:																				
MICR:																				

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

**8. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)**

Saving Account:	Bank	Cash Cr	edit Account:		Curr	ent Account:	
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**11. Bank Account Number of the Supplier:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

© Fill up from the 1<sup>st</sup> column. For the balance left out blank columns, please mention 'x' mark. We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

**Date:**

**Supplier's Seal:**

**Authorized Signature of the Supplier:**

**Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.**

Date:

Bank's Stamp

Authorized Signature of the Officer of the Bank.

## Annex 5

### **Proforma for Indemnifying the Employer against Contract labour Rules/regulations**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
Chief General Manager I/C,  
Reserve Bank of India,  
Premises Department,  
Central Office, Mumbai-400 001

Dear Sir/Madam

**Name of Work: Providing and laying granite / natural stone flooring at Ground floor premises, Central Office Building, Reserve Bank of India, Mumbai - 400001.**

We, M/s ..... (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment. We also hereby fully indemnify and keep indemnified the Employer, i.e., Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For \_\_\_\_\_

Authorized signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

## APPENDIX

1	Defects Liability Period.	<b>1 Years</b> from the date of Virtual Completion of the work.
2	Period of Final Measurement.	01 month from the date of Virtual Completion of the work.
3	Date of commencement.	Within 14 days from the date of written order to commence the work.
4	Date of completion.	<b>03 months</b> which shall be reckoned from the 14th day of issue of written order to commence the work.
5	Rate of Liquidated Damages.	<b>0.25% of the contract value</b> per week for the period for which the work remains incomplete beyond the stipulated period of completion subject to the ceiling of 10% of the contract value.
6	Value of works for Interim Certificates.	Rs. 30.00 Lakh.
7	Performance Security Bank Guarantee.	For 5% of the accepted 'Contract Value', valid for the contract period till the date of virtual completion of the work.
8	Retention Money Deposit.	5% from every bill.
9	Release of Retention Money Deposit.	Retention Money deducted from each bill will be released by the Bank, without any interest after completion of the Defects Liability Period.
10	Period for honouring certificates of payment	15 days

Place:

Date:

Signature of contractor with seal

**(b)Schedule of Quantities.**

<b>Item No.</b>	<b>Description of item.</b>	<b>Quantity.</b>	<b>Unit.</b>
1.	<b><u>DISMANTLING PAVER TILE:-</u></b> Carefully dismantling the Paver tile including base mortar/concrete till RCC slab as per the site condition and making the surface good for laying waterproofing, P.C.C including proper line, level etc. The work includes stacking of serviceable material and disposing off the debris out of the Bank's premises on time-to-time basis. The work should be carried in phased manner as directed and least disturbance to the functioning of the Bank.	1356	Sqm.
2.	<b><u>SBR Polymer :</u></b> Providing, mixing and applying bonding coat of approved adhesive on RCC as per specifications and direction of Engineer-In-charge complete in all respect. SBR Polymer (@10% of cement weight) modified cementitious bond coat @2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer .The work includes necessary cleaning the existing RCC surface with wire brush, hacking and apply cement slurry using bonding polymer admixture of M/s. Fosroc or M/s. Pidilite or equivalent approved make for bonding old and new concrete as per manufacturer specification .	185	Sqm.
3.	<b><u>Providing and laying Ready-mix (RMC) M-20 grade cement concrete:</u></b> Preparing the surface of the pathway over which the concrete has to be laid, providing and applying a coat of cement slurry over these surfaces, providing and laying, Ready-Mix (RMC), M-20 grade cement concrete from an approved plant (Ultra Tech, Godrej, A.C.C, Coramandal, Relcon, L&T or approved equivalent) for driveways with an average compacted thickness of 50 mm with required gradient / camber to ensure proper / easy drainage of water etc complete as directed by the Engineers of the Bank. After laying and proper curing of the concrete. The concrete shall be compacted properly using platform / needle vibrators or any other approved methods. The rate shall include providing and fixing necessary shuttering, curing by covering with wet gunny bags, removing and tanking the shuttering materials away from the premises, disposing off and carting away the debris and surplus materials from the premises, cleaning of the areas of work etc complete as directed. The rate shall also include for repairing the manholes, earthing pit etc if it gets damaged. Note- Properly covering the sides to protect them from dust, dirt, splashing of cement slurry etc during execution of the work is also included under the scope of the work.	71	Cum.

4.	<p><b>Granite / natural stone flooring :</b> Providing and laying granite or natural stone for outdoor flooring in approved size, finish and pattern as per the drawings in approved colour / shade laid over 20mm thick base of cement mortar 1:4 (1 cement: 4 coarse sand) in all shapes &amp; patterns. The joints shall be grouted with white cement mixed with matching pigments, epoxy touch ups, etc, complete as directed by the Bank's Engineer. The rate quoted should be inclusive of cutting, moulding, wastages, transportation, loading and unloading, lifting of debris out of premises, curing including filling the edges with plain cement concrete on the edges with neat cement punning finish on the surface with matching colour pigment, cleaning the area after completion of the work.</p> <p>Note: Basic price of granite / natural stone stated below are prices - ex-godown at Mumbai excluding taxes. No carriage / transportation will be considered for the basic price adjustment and hence the contractors shall consider the same while quoting the rates</p>		
4.1	Basic rate of Sandblasted(Anti-skid) granite / natural stone blocks of 2' x 2' or any approved size of 30 mm thickness - ₹ 3200/- per Sqm	889	Sqm.
4.2	Basic rate of Leather finish(Anti-skid) granite / natural stone strips of 6" x 8' or any approved size of 20 mm thickness - ₹ 3400/- per Sqm	185	Sqm.
4.3	Basic rate of Leather finish(Anti-skid) granite / natural stone blocks of 1' x 1' or any approved size of 20 mm thickness- ₹ 3200/- per Sqm	208	Sqm.
4.4	Basic rate of Honed finish(Matt polished) granite / natural stone blocks of 7' diameter or any approved size of 20 mm thickness - ₹ 3200/- per Sqm	11	Sqm.

Date:

Signature of the contractor:

Place:

Name & Address of the firm: