



भारतीय रिज़र्व बैंक

RESERVE BANK OF INDIA

[www.rbi.org.in](http://www.rbi.org.in)

**NOTICE INVITING TENDER**

Reserve Bank of India, Kochi invites two-part tender by e-tender mode from eligible tenderers for the work of “General Repairs & Repainting (External) of Bank’s Office Building and its Ancillary structures at Ernakulam North, Kochi-682018”. All interested contractors/firms must register themselves with MSTC Ltd through the above mentioned website to participate in the tendering process.

**Schedule of Events**

a. E-Tender No.	<b>RBI/Kochi/Estate/416/22-23/ET/648</b>
b. Name of work:	Tender for General Repairs & Repainting (External) of Bank’s Office Building and its Ancillary structures at Ernakulam North, Kochi-682018
c. Mode of Tender	Public Tender with newspaper advertisement. e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through MSTC portal <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> )
d. Date of NIT available to the parties to download / View Tender Time	<b>11:00 Hours of February 09, 2023, onwards</b>
e. Date and venue of the Pre-Bid Meeting (Offline)	<b>15:00 Hours on February 16, 2023</b> , at Estate Section, Reserve Bank of India, Kochi.
f. Uploading the outcome of Pre-bid meeting on to RBI website in the form of addendum, corrigendum, etc.	Before 14.00 hours on <b>February 20, 2023</b>
g. Estimated cost of work	<b>₹25.00 Lakh/- (Rupees Twenty five lakh only) ie; inclusive of GST.</b>

h. Earnest Money Deposit (EMD)	<b>₹50,000/- (Rupees Fifty thousand only)</b> <b>(All bidders are required to remit EMD. EMD may be remitted either through NEFT to the following Bank's account or by way of Bank Guarantee as per format given in Tender)</b>  <b>Details of NEFT:</b> Beneficiary Name: <b>KOCHIESTATE&lt;space&gt;Your Firm's Name</b>  Beneficiary Account Number: <b>186003001</b>  Beneficiary IFSC: <b>RBIS0KCPA01 ('0'is Zero at both places)</b> Remarks: Repainting OB.
i. Bidding start date of Techno-Commercial Bid and Financial Bid at <a href="https://mstcecommerce.com/eprocho me/rbi">https://mstcecommerce.com/eprocho me/rbi</a>	<b>14.00 hours on February 20, 2023.</b>
j. Date of closing of online e-Tender for submission of both Techno-Commercial Bid (Part-I) & Financial Bid (Part-II)	<b>14.00 hours on March 09, 2023</b>
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	<b>16.00 hours on March 09, 2023</b>
l. Date & Time of opening of Part- II (Financial Bid)	Opening of Financial Bid may be scheduled on a later date after scrutiny of Part 1 (Technical bid) documents and identification of qualified bidders. The date of Part-II opening shall be intimated to the qualified bidders, separately.
m. Transaction Fee	Amount as advised by M/s MSTC Ltd.

E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than the date and time as indicated in the Schedule of Events**. Tenderers shall submit tender proposal complete in all respect. **The tenderers shall pay as Earnest Money a sum of ₹50,000/- (Rupees Fifty thousand only).** The technical bids (Part-I of the Tender) will be **opened electronically on March 09, 2023 at 16:00 hours**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Applicants desirous of submitting the tender will have to satisfy the Bank by submitting documentary evidence in support of the requisite eligibility. Otherwise, the Bank reserves the right to reject their candidature.

Tender document can be downloaded from RBI website [www.rbi.org.in](http://www.rbi.org.in) and [www.mscecommerce.com](http://www.mscecommerce.com). Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only and will not be published in newspapers. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website and submit bid after verification of the same.

Bank is not obliged to accept tender of lowest value. The Bank reserves the right to accept a tender in whole or in part thereof The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Chief General Manager  
Reserve Bank of India  
Kochi**



**RESERVE BANK OF INDIA  
PREMISES SECTION  
KOCHI**

**Tender for General Repairs & Repainting (External) of Bank's Office Building and its  
Ancillary structures at RBI, Kochi-682018**

Name of the Bidder \_\_\_\_\_

Address \_\_\_\_\_

**Part I  
(Techno - Commercial Bid)**

**Date and Time of Pre-Bid Meeting: February 16, 2023 at 15:00 Hrs.**

**End Date/Time of Submission of Tender: March 09, 2023 at 14:00 Hrs**

**Date of Opening of Part I of Tender: March 09, 2023 at 16:00 Hrs**

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g. Estimated cost of work	<b>₹25.00 Lakh/- (Rupees Twenty five lakh only) ie; inclusive of GST.</b>
h. Earnest Money Deposit (EMD)	<b>₹50,000/- (Rupees Fifty thousand only)</b> <b>(All bidders are required to remit EMD. EMD may be remitted either through NEFT to the following Bank’s account or by way of Bank Guarantee as per format given in Tender)</b>  <b>Details of NEFT:</b> Beneficiary Name: <b>KOCHIESTATE&lt;space&gt;Your Firm’s Name</b>  Beneficiary Account Number: <b>186003001</b>  Beneficiary IFSC: <b>RBIS0KCPA01</b> ('0'is Zero at

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m. Transaction Fee	Amount as advised by M/s MSTC Ltd.

E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than the date and time as indicated in the Schedule of Events**. Tenderers shall submit tender proposal complete in all respect. **The tenderers shall pay as Earnest Money a sum of ₹50,000/- (Rupees Fifty thousand only)**. The technical bids (Part-I of the Tender) will be **opened electronically on March 09, 2023 at 16:00 hours**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Applicants desirous of submitting the tender will have to satisfy the Bank by submitting documentary evidence in support of the requisite eligibility. Otherwise, the Bank reserves the right to reject their candidature.

Tender document can be downloaded from RBI website [www.rbi.org.in](http://www.rbi.org.in) and [www.mstcecommerce.com](http://www.mstcecommerce.com). Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only and will not be published in newspapers. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website and submit bid after verification of the same.

Bank is not obliged to accept tender of lowest value. The Bank reserves the right to accept a tender in whole or in part thereof The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

**The Chief General Manager**  
**Reserve Bank of India**  
**Kochi**

## **DISCLAIMER**

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

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

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

## **Important instructions for E-procurement**

All Bidders are requested to read the entire 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 Technical Bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE BID HAS TO BE SUBMITTED ON-LINE at**  
[www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://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 email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC / RBI, Kochi, before the scheduled time of e-Tender.

**Contact person (RBI – During Office Hours Only):**

1. Mr. Shaji Thomas (AGM - Estate) 9445245365, ([shajithomas@rbi.org.in](mailto:shajithomas@rbi.org.in))
2. Mr. Mugilarasan T (Asst. Manager - Estate) 9176468377 ([mugilarasant@rbi.org.in](mailto:mugilarasant@rbi.org.in))

**Contact person (MSTC Ltd):**

1. **Mr. Santhosh Kumar Rajendran, Thiruvananthapuram,**  
[skrajendran@mstcindia.co.in](mailto:skrajendran@mstcindia.co.in), Ph: 8884600700
2. Mr. Remil Rashid, Branch Manager, [rrashid@mstcindia.co.in](mailto:rrashid@mstcindia.co.in), Mobile: 0471- 2529137 |  
Office Address: First floor, Forest Central Library Building, Kerala Forest Head Quarters,  
Vazhuthacaud, Thiruvananthapuram - 695014
3. Mr. Sushil Nale, Assistant Manager, [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in), Mobile: 09987758430
4. Ms. Archana, Assistant Manager, [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in), Mobile: 09990673698
5. Ms. Rupali Pandey, Executive, [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in), Ph: 02222886268
6. Mr. Tejas V, Executive, [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in), Ph: 02222822789

Google hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

**The MSTC Helpdesk numbers are: 033 40645207, 033 40609118, 033 40645316, 033 22901004 and 033 22895064. The bidders can also submit their issues vide e-mail at [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)**



## B) System Requirement:

- 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 [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

2. The Techno-commercial Bid and the Financial Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi). Bids will be opened electronically on the specified date and time as given in the Tender.

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

### Special Note towards Transaction fee

4. 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.

5. 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.

6. 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 the corporate email I.D. 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).

7. e-Tender cannot be accessed after the due date and the time mentioned in NIT.

**8. Bidding in e-Tender:**

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) Only the vendor(s) who have submitted transaction fee can submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Government. depts. → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to every body else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable.
- n) Submission of bid in the e-tender floor by any vendor confirms his acceptance of all the terms & conditions of the tender.
- o) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

- p) 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 reason thereof.
- q) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.
- r) No deviation to the technical and commercial terms & conditions are allowed.
- s) **The description of the items (in the financial bid) in the MSTC portal will be short description due to the restriction in number of characters. The bidders have to read the complete description of each item from the tender document (Part-II - Financial bid) and quote accordingly.**



**Premises section  
Reserve Bank of India, Kochi**

**Tender for General Repairs & Repainting (External) of Bank's Office Building  
and its Ancillary Structures at RBI, Kochi-682018**

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## LETTER OF OFFER

(To be duly filled and uploaded in the e-Tendering Portal)

Place:

Date:

To

Shri. Vijay Kumar Nayak  
General Manager (O-I-C),  
Premises section,  
Reserve Bank of India,  
Kochi  
682018.

Dear Sir,

Having examined the specifications, Schedule of Quantities and drawings 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, Designs and instructions 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 work	General repairs & Repainting (External) of Bank's Office Building and its Ancillary structures at RBI Kochi-682018
B)	Terms of Payment	As per clause 20 of the General instructions and Appendix.
C)	Time allowed for completion of work	<b>Three months</b> from the 10th day of date of acceptance of work order
D)	Estimated Cost	₹25,00,000/- (Twenty-Five lakh only inclusive of GST)
E)	Earnest Money Deposit (EMD)	₹50,000/-
F)	Percentage if any to be deducted from Bill towards Retention Money (R.M)	5%

G)	PBG (Performance Bank Guarantee)	5% of contract value
H)	Validity of quoted rates	90 days from the date of opening of Part-I of the tender

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

I/We have deposited a sum **₹50,000/-** (Rupees Fifty Thousand only) as earnest money with the 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.

Our Bankers 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

## **ARTICLES OF AGREEMENT (FOR REFERENCE ONLY)**

ARTICLES OF AGREEMENT made 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 taking up the work of **General Repairs & Repainting (External) of Bank's Office Building and its Ancillary Structures at RBI, Kochi-682018** and has prepared Bill of Quantities, drawings showing and describing the work to be done under the direction of Bank's Engineer.

AND WHEREAS the specifications and the schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth 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 work shown upon or described in the said Specifications and included in the Schedule of Quantities in 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 contractor 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 described in the said Specifications and the Schedule of Quantities.
2. The Employer will 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. 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.
4. The agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is to carry out the General repairs & repainting (External) of Bank's Office building and its Ancillary structures at Ernakulam North, Kochi-682018 to be paid for according to mode of payment provided in the tender and at the rates contained in Schedule of Quantities.
6. The Contractor shall make good any damages done to walls, floors, etc. after the completion of such works.
7. 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. 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 Engineer.
8. 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 10<sup>th</sup> day of issue of formal works order as provided for, in the said conditions and to complete the entire work specified within **Three Months** subject to nevertheless to the provisions for extension of time.

9. All payments by the Employer under this contract will be made only at **Kochi**.

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

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

12. "The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason."

13. The Contractor shall abide by the labor laws in force and shall be responsible for act and conduct of his laborers/ workers/ supervisors/ Engineers engaged at site/ premises of the work and shall submit an undertaking to this effect.

14. (i) The contractor shall abide by and fulfill all requirements laid down under the Contract Labor (Regulation and Abolition) Act, 1970 and the rules framed there under.

(ii) The contractor should ensure payment of minimum wages to all laborers/workmen staff employed by him. Contractor should submit a certificate to the effect that, he has actually paid all the dues of all the laborers of all descriptions engaged by him for completion of the awarded job/work/project at the rate which is not less than the one prescribed under Minimum Wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labor. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate.

Signature Clause:

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

Shri.-----



(Name & Designation)

SINGED AND DELIVERED by Contractor

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

In the presence of:

Witness:

1)

Address:

2)

Address:

## **Prequalification / eligibility criteria**

### **A. Eligibility Criteria:**

i. Experience prior to five years: - The bidder must have experience of minimum 5 years in the field of undertaking similar works viz; General repairs/structural repairs and external repainting work for the office buildings/commercial premises/industrial houses/residential premises etc. For establishing the same, the bidder should submit copies of work order/s & respective completion Certificates for such work/s, issued on or before January 31, 2018.

AND

ii. Qualifying Works:- The bidder must have successfully executed similar works during last 5 years, (ie; works completed after January 31, 2018, individually costing as under:-

a. Three works each costing not less than the amount equal to 40% of the estimated cost.

OR

b. Two works each costing not less than the amount equal to 50% of the estimated cost.

OR

c. One work costing not less than the amount equal to 80% of the estimated cost.

Above works should be done during last 5 years preceding the month of invitation of this tender.

AND

iii. Have a minimum yearly turnover of 100% of estimated cost during the last 3 financial years, 2019-20, 2020-21 and 2021-22 supported by audited financial statements (Balance sheet, P & L Statements)

AND

iv. Banker's Solvency Certificate for the estimated cost (ie; Rs.28.00 lakh) of the work

### **Tenderers should upload the following documents in respect of their eligibility:**

- Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s issued before January 31, 2018, for establishing prior experience before five years.
- Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work, executed after January 31, 2018, for establishing the qualifying works executed by the bidder during last five years.
- Financial statement for turnover for last 3 years (duly audited balance sheet copies)

A Tender submitted by a firm who is found to be not satisfying the above criteria will be liable to be rejected. Copies of all the prequalification documents and copy of duly filled, signed and stamped Part I of the tender should be uploaded in MSTC portal.

Note 1: - (Regarding client certificate):

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.
- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be closed.

Note 2: - The tenderer shall submit above document/s, in original, as and when demanded by the Bank.

**Non-submission of the above documents along with tender may lead to disqualification of the bidder.**

**B. Tender submission:**

a) Tenders shall be submitted in two parts viz. Part I containing Pre-qualification criteria and technical and commercial details of the offer and Part II containing only prices latest by 14.00 Hours PM on March 09, 2023. Part I will be opened at 16:00 Hours March 09, 2023, at Reserve Bank of India, Kochi. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification criteria will not be considered for evaluation.

Part II bid of only those tenderers who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified tenderers.

b) Tenderers are advised to verify website for corrigendum, if any, before submitting the bid. No clarification will be entertained after 15: 00 hours on February 16, 2023.

c) On receipt of intimation from the Bank about 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.

a) All compensation or other sums of money payable by the contractor to the Bank 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 as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

## C. Part I – Technical & Commercial

a) Pre-Bid Meeting: A pre-tender briefing meeting of the intending tenderers will be held at 15.00 hours on February 16, 2023 in, 3rd Floor, Conference room, Main Office Building, RBI, Kochi, 682018 to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II)

b. Part I shall contain the un-priced tender consisting of complete technical specification including documents, commercial terms and conditions, technical aspects of the tender such as equipment data sheets, tests and inspection reports, makes of materials, technical description, prequalification documents etc.

Following additional documents (other than pre-qualification criteria related documents) shall be uploaded along with Part I of the tender

- a) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- b) Bankers certificate
- c) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- d) Duly filled in and signed copies of client's reports (from clients in the attached format, for whom similar works is executed) shall be uploaded along with Part-I of the tender.

The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. **A tender containing deviation from the commercial terms and conditions is liable for rejection.**

All information, correspondence letters shall be addressed to, The General Manager (OiC), Reserve Bank of India, Kochi-682018.

## **D. Part II – Price bid**

The rates shall be uploaded in MSTC Website only in Indian Rupees.

- (a) No request for any change in rate or conditions after the opening of the part II of the tender will be entertained.
- (b) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the completion of entire work.

## **E. Opening of Tender**

Part I of the tenders will be opened on March 09, 2023 at 16:00 Hours in the presence of tenderers, who opt to be present. No separate Intimation shall be sent for the same. Price bid (Part II) of only those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers. The tenderers are advised to remain present during the opening of Part I and Part II of the tenders.

### **General 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 **General Repairs & Repainting (External) of Bank's Office Building and its Ancillary Structures at RBI, Kochi-682018**

The Employer discourages stipulation of any additional conditions by the tenderers. However, in case the tenderers wish to include any condition, it shall be addressed as a special remark. The condition(s), if any, will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Employer will be intimated to the tenderers.

1. Part I (Techno-Commercial Bid) of the tender shall be opened at 16:00 hours on March 09, 2023. Part II (Price Bid) of the tender shall be opened on a subsequent date and time which shall be intimated to the bidders who are successfully qualified in Part I of the tender.
2. Tenders shall remain valid for acceptance by the Employer for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
3. Digital Signatures may be used to submit the tender in token of his / their acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions etc., as laid down.
4. If any of the document is missing, the tender may be considered invalid by the Employer at its discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
5. The vendors shall pay the transaction fee vide the procedures listed in **Annexure I- 'Guidelines for e-procurement'**.
6. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.
7. **Earnest Money Deposit** for a sum of **₹50,000/-** shall be remitted to the Bank Account of Reserve Bank of India, Kochi on or before 14:00 hours on March 09, 2023. The account details for NEFT / RTGS transactions are as follows.

**Beneficiary Name: KOCHIESTATE<space>Bidder's name**

**Beneficiary Account Number: 186003001**

**Beneficiary IFSC: RBIS0KCPA01 (Numeric zero at 5<sup>th</sup> and 10<sup>th</sup> place from left)**

**Remarks: REPAIRS AND REPAINTING RBI KOCHI**

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 [estatekochi@rbi.org.in](mailto:estatekochi@rbi.org.in)

8. EMD may also be submitted **on or before** 14:00 hours on March 09, 2023 in the form of a Bank Guarantee in the format approved by the Employer (Proforma attached as Annexure IV) at the **Premises section, Reserve Bank of India, Kochi - 682 018**. A tender which is not accompanied by such EMD will not be considered
9. EMD of the unsuccessful bidders shall be refunded / returned without any interest, after the work is awarded to the successful bidder.
10. Within 10 days from the date of issue of Letter of Intent, by the Employer for having accepted the tender, the successful bidder shall also submit a Performance Security Bank Guarantee for 5% of the accepted Contract Value, valid for a period of the stipulated 'Contract Period'+ 3 months, for due fulfilment of the contractual obligations by the contractor. The EMD paid by the successful bidder shall be released without any interest after successful execution of the contract agreement and submission of Performance Security Bank Guarantee for 5% of the accepted Contract Value as provided above, by the successful bidder. The Performance Security Bank Guarantee shall be released by the Employer on virtual completion of the work and settlement of final bill as provided under clause 7 under 5.2 'Appendix Hereinbefore Referred to' in Part I of the tender.
11. The EMD shall not be accepted in any form other than the one mentioned in the tender notice. The **EMD/ Performance Security Bank Guarantee** submitted by the successful bidder shall be forfeited / invoked, in case he / they fail(s) to commence the work awarded to him / them within the prescribed time limit.
12. The Reserve Bank of India, Kochi does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money Deposit will be refunded to the bidder, if he / they are found not fulfilling the 'eligibility criteria' or if his / their tender is not accepted by the Employer, but without any interest. Under no circumstance Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
13. The successful tenderer shall indemnify the Employer against all risk by obtaining and keeping in force / currency throughout the Contract Period, necessary Insurance Policies of appropriate value including Contractors All Risk Policy, Workmen Compensation Policy, Third Party Liability Policy etc., from an Insurance Company approved by the Employer, as per Clause 25 of the General Conditions of the Contract.
14. On receipt of intimation from the Employer of acceptance of his / their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof the successful bidder shall sign an agreement in accordance with the Articles of Agreement (Proforma) mentioned in the tender and the Schedule of Conditions but the written acceptance by the Reserve Bank of India, Kochi of a tender will constitute a binding contract between the Reserve Bank of India, Kochi and the person so tendering, whether such formal agreement is or is not

subsequently executed.

15. In addition to the Performance Security Bank Guarantee for 5 % of the accepted 'ContractValue' as per Clause 11 here as above, 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 and bills to be made to the Contractor towards Retention Money. Security Deposit may also be submitted in the form of a Bank Guarantee in the format approved by the Employer (Proforma attached as Annexure VIII). This Retention Money to be deducted plus the Performance Security Bank Guarantee for 5 % of the accepted Contract Value submitted by the successful bidder will be termed as 'Total Security Deposit'. The Performance Security Bank Guarantee shall be released by the Employer on virtual completion of the work and settlement of final bill. The retention money shall be released after the expiry of the Defect Liability Period subject to the satisfactory rectification of all defects pointed out during the Defect Liability Period and as per the terms and conditions of this contract document. This amount retained by the Employer shall not bear any interest.
16. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the 'Total Security Deposit', if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good in cash the amount so deducted.
17. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the Contract whereupon the 'Total Security Deposit' shall stand forfeited to the Employer.
18. The Contractor shall carry out all the works strictly in accordance with design and drawings (if any), details, specifications and instructions of the Bank's Engineer.
19. 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 Employer.
20. The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
21. The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, double scaffolding, centering, boxing, staging, planking, tools, plants, equipment, storage sheds, watching and lighting by night as well as day including Sundays and holidays, temporary plumbing and electricity supply arrangements (Water and electricity may be made available at the available sources within the Employer's Premises at free of cost. However conveying the same to required location(s) including required plumbing / electrical pipes / cables / wires, fittings / fixtures etc., shall be at the risk & cost of the contractor), protection of the public



and safety of walls, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding, staging, etc., as occasion shall require or when ordered to do so and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank's Engineer. The rates quoted shall 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 / road / water freight charges or any conditions whatsoever.

**22. The rates for each item in Part II (Price-Bid) of the tender shall be exclusive of GST. The system shall automatically calculate and add GST. The total amount calculated by the system, will be taken for arriving the L1 rates and the total Contract Value.** Each invoice / bill shall indicate among other things, the contractor's PAN and G.S.T Registration Number. The Contractor shall also produce to the Employer adequate proof of remittance of G.S.T within a reasonable time from date of such remittance. The contract value will also be subject to TDS / TCS / TDS under G.S.T / Withholding Tax / any other tax, as per statutes.

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

24. Time allowed for carrying out the work, shall be as mentioned in the Memorandum, which shall be strictly observed by the Contractor and it shall be reckoned from the **10<sup>th</sup> day of issue of written order to commence the work (including the date of work order)**

25. 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 Liquidated Damage for non-completion of the General Conditions of the Contract. The Contractor shall, before commencing the work, prepare a detailed work programme which shall be approved by the employer.

26. 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 materials or in obtaining

water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

27. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Schedule of Quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank's Engineer.
28. The successful tenderer must co-ordinate with the other contractors appointed by the Employer so that the execution of work shall proceed smoothly with the least possible disturbance / delay and to the satisfaction of the Bank's Engineer.
29. The Contractor must bear in mind that all the works shall be carried out strictly in accordance with the Specifications, design drawings made by the Bank and also in compliance with the requirements of the local public authorities and to the requirements of the Employer and no deviation on any account will be permitted unless otherwise they are given in writing by the Employer.
30. The successful tenderer should make his own arrangement to obtain all materials required for the work. The materials as far as procurable shall be first / premium quality conforming to latest relevant Indian / international standard code of provisions as mentioned in schedule of quantities.
31. **Defective Materials:** Any defects or faults in the materials supplied and, in the work, done by the contractor which may appear during execution of the work or within twelve months shall, upon the discretion of the Bank's Engineer be replaced or set right by the Contractor at his own cost within 7 (seven) days of receiving such directions. The Employer reserves the right to get the work executed/ work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Contractor.
32. **Approval of samples:** Contractor shall have to produce samples of the material for Bank's approval for which no separate payment will be made. Approval of the sample by the Employer will not relieve the contractor from of his responsibility / obligation about the specifications and other stipulations in the contract.
33. The Contractor shall use materials of the makes / manufacturers specified in the list of material of approved make / brand / manufacturer contained in the e-tender clauses, strictly as per the manufacturer's specifications.
34. Electricity and water shall be provided free of cost for execution of the work at one point within the premises. Contractor shall make their own arrangements for conveying the same to the required locations. The contractor shall, however take care to ensure that no undue wastage of electricity & water is caused. Necessary safety measures as required by the Employer shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Employer if any laxity on his part is observed in this matter.

35. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto.
36. IS Code / other Code numbers wherever mentioned in the tender shall be the latest version as on the date of opening of tenders.
37. EMD / 'Total Security Deposit' ('Performance Security Bank Guarantee' + 'Retention Money') / Performance Security Guarantees for the Defect Liability / Performance Guarantee Period, of the successful tenderer will be forfeited / invoked, if he / they fail to comply with any conditions of the Contract.
38. The tenderers must obtain for himself at his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
39. **Errors, Omission and Descriptions:** Between the description of the item in the General Specifications and the detailed descriptions in the Schedule of Quantities of the same item, the latter shall be adopted.
40. Clarifications if any, with respect to General Conditions, Special Conditions, Scope of work, specifications, design and drawings or any other matter required for submitting the tender shall be obtained from the Bank during working hours of the Bank, before submitting the tenders. Once a tender is submitted, the matter will be decided according to conditions in the tender in, the absence of such authentic pre-clarification.
41. The contractor shall abide by and fulfil all requirements laid down under the various provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there-under. The contractor shall submit to the Employer the maximum number of Labors to be engaged on a single day in the job. Any subsequent increase should be informed to the Employer without delay. If the number of labourers employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all his labourers/workmen staff employed by him. He shall submit a certificate to the effect that, he has actually paid all the dues of all the labourers of all designations / descriptions engaged by him for completion of the awarded job / work / project at the rate which is not less than that prescribed under Minimum Wages Act, 1948 and they have complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative(s) to verify and certify the veracity of such certificate. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank of India, Kochi indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expenses arising out from the non-compliance of the aforesaid statutory provisions. The Employer will not be responsible for any accident, injury caused to any laborer /staff of the Contractor deployed to the site, during the course of their work /duty/off duty and thus the laborer /staff will not be entitled for any compensation from the Employer. Under the circumstances of

the contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the Reserve Bank of India, Kochi shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's payments and Security Deposit.

42. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer's infrastructure / systems / equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this Agreement is fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

43. **Prevention of sexual harassment at work place:-**

- a. The contractor / agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Employer, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor Agency shall ensure appropriate action under the said Act in respect of the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaint Committee constituted by the Employer.
- c. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Employer's employee, if sexual violence by the employee of the contractor is proved.
- d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e. The contractor shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

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

Date:

Signature of tenderer with seal

Place:

Address:

### **Special Instructions to the Bidders**

1. The workmen will not be allowed to stay within the premises during night.
2. The Contractor shall submit the addresses, personal details and photographs of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labor will have to comply to the security regulations of the Bank.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
5. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position. It will be ensured by the contractor that the entire work site is properly illuminated at all time when the work is in progress.
6. The intending bidder can obtain any clarifications regarding the tender drawings, specifications etc. if any from the office on any Bank's working day.
7. The entire materials for the work shall be brought to the working area through the available passage /space only during specified time of working hours, as per instructions of Bank's Engineer.
8. The bidder may please note that the work has to be carried out in an occupied area of Office building during normal working hours/restricted hours without causing any inconvenience to the staff members. The rates quoted for each item shall be quoted accordingly.
9. The Bidder may please note that, the work has to be carried out during the day time or as per the Bank's instructions. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the occupants of the colony and also day to day cleaning has to be done by the contractor. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineer.
10. Neat housekeeping at all times is the responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as per the instructions of the Bank's Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities

for violation of their rules/ regulations in this regard.

11. Some other works, such as external plumbing repairs etc., have been organized by the Bank through separate agencies. The contractor shall coordinate his work with all other agencies deployed by the Bank at site so that no hindrances are presented to the planned work of any other agency.

12. The successful bidder should prepare the layout of the work and any other working drawings related to the said Work and should get it approved from the Bank's Engineer before commencement of work.

13. Care shall be taken while executing the said job. If anything is damaged, the same shall be rectified at no extra cost.

14. Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Banks verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.

15. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.

16. The Bidder should note that he should execute his part of work without causing any damage to any part of the building. Any damage so caused shall be made good at the cost & risk of the bidder.

17. The bidder should note that the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the contractor.

18. The successful bidders shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc. to support the frames, partitions, make the surface good after grouting/repair etc.

19. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including

their part of the work.

20. The contractor shall depute a qualified and experienced supervisor at all times during execution of the work. No work shall be carried out at site in unsupervised manner.

21. The contractor shall submit the names and personal details of site in-charge/ supervisor and his authorized representative along with their role, responsibilities and authority (with regard to supervision, quality control, documentation, measurements, signing measurement book, correspondence, receiving instructions from Bank etc.) within 14 days from the date of issue of work order.

22. After award of work, the contractor shall be required to carry out micro planning and the detailed schedule/ Bar Chart shall be submitted within 14 days from the date of issue of work order for proper planning, monitoring and review of progress of work.

23. The progress of work shall be reviewed by the Bank on a fortnightly basis. The meeting may be held at site or in Bank's Main Office Premises. The meeting should be attended by the contractor himself/herself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge. For this purpose, the contractor shall prepare and submit a progress report indicating following:

- a) Progress for the previous fortnight and the planning for the next fortnight along with a few photographs of work in progress and materials received during the fortnight and expected to be received during next fortnight.
- b) The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Bank.
- c) Procurement schedule for long lead items
- d) Variations / extra item statement
- e) Statement indicating various tests conducted during the fortnight and planned for next fortnight

24. The contractor shall maintain following registers/ documents/details at site and keep them updated on a regular basis. These registers/ documents after completion of work shall be handed over to the Bank:

- a) Hindrance register in the Bank's approved format
- b) Site instruction book (in duplicate)
- c) Certified true copy of the contract
- d) Material receipt register along with copies of delivery challans



- e) Copies of all bills for which Basic rate is specified in the tender
- f) Labor daily attendance register
- g) Approved detailed schedule/ Bar chart and approved modifications of the same, If any.
- h) Signed Minutes of fortnightly progress review meetings
- i) Register for extra items/ variation/ deviation items
- j) Material test register along with copies of test reports/ certificates received from the manufacturer/ laboratory.

25. Terms of payment: Payment will be made after satisfactory completion of the work on actual work measured at site or on account basis during the execution of the work as may be deemed fit by the Bank.

26. The contractor shall use only approved brands of materials as given in the Annexure. In absence of any such choice indicated by the bidder in the Part – I, the contractor will be required to use the material as per Bank's instructions.

27. The contractor will have to arrange the services of authorized technical official of the manufacturer whose materials have been selected / approved by the Bank for the project work (at least three visits from each manufacturer, staggered over the duration of the project) who will inspect the materials supplied/ available at site and the method of its uses/ application and will be required to submit a report on the manufacturer's letterhead, under official seal, indicating the genuineness or otherwise of the material and whether the materials are being used as per the Manufacturer's Specifications and specified consumption standards.

28. The successful bidder shall make necessary arrangement to protect the glazing, vehicles, furniture outdoor units, etc., by barricading/ covering the work area suitably with plyboards /construction net etc. The successful bidder shall also be required to provide proper danger/ caution notice boards at conspicuous places.

29. The bidders shall quote their rates taking in to account all the above instructions and conditions of the contract.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR

Date:

Place:

## **General Conditions of the Contract**

### **Interpretation of Clause**

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 The Chief General Manager/Officer-in-Charge, Reserve Bank of India, Kochi and shall include its assignees and successors
(b) "Contractor" In the case of Company	Contractor shall mean _____ a company Incorporated under _____ 19__/20__ and having its Registered office at _____ and shall include its successors and assigns.
(c) "Bank's Engineer"	shall mean the person appointed by the Employer to act as Bank's Engineer for the purpose of the contract and named as such in the conditions (AM/Manager(Tech))
(d) "This Contract"	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specification attached hereto and duly signed.
(e) "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.
(f) "Notice in Writing" or Written Notice	shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last 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.
(g) "Specifications"	Means the specification of the works included in the contract and any modification thereof or addition thereto made or submitted by the contractor and approved by the Engineer
(h) "Schedule of Quantities" of	Means the priced and completed schedule of quantities forming the part of Tender
(i) "Tender"	Means The Contractor's priced offer to the Employer for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
(j) "Letter of Acceptance"	Means the formal acceptance by the employer of the tender
(k) "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.

(l) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(m) "The Works"	Shall mean "General repairs & repainting (External) of Bank's Office building and its Ancillary structures at Ernakulam North, Kochi-682018" as provided herein

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

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

- a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or specification.
- c) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefore.
- d) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under clause 19 thereof.

The Contractor shall forthwith comply with and duly execute any work comprised such Employers instructions provided always that verbal instructions, directions and explanations given to the

Contractor or his representatives upon the works by the Bank shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dispensed from in writing within a further seven days by the employers, such shall be deemed to be Bank's Instructions within the scope of the Contract.

- 3. Variations to be approved by the Employer:** Notwithstanding anything herein contained, the Employer or his representative shall not, without the prior concurrence in writing of the Employer, issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum greater than Rs.2500/- and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. The Contractor shall submit through the Bank's Engineer a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.
- 4. Drawings and Schedule of Quantities and Agreement:** The Contract shall be executed in triplicate and the bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof shall be furnished by the Bank free of cost one copy of each of the said drawings and of the specification and one copy of all further drawings issued during the progress of the works. Any further copies of such drawings required by the contractor shall be paid for by him. The Contractor shall keep one copy of all drawings on the works and the Bank's Engineer or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the contractor he shall forthwith return to the Bank's Engineer all drawings and specifications.
- 5. Contract to provide everything necessary at his cost:** The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the drawings. Schedule of Quantities and Specification taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or between the drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Bank who shall decide which is to be followed. Between Drawings and Specifications/ Schedule of Quantities, schedule of quantities will prevail.
- 6. Authorities, notices and patents:**
  - (i) The Contractor shall confirm to the provision of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Bank written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or

bye-laws in question, and any variation so necessitated.

- (ii) The Contractor shall bring to the attention of the Bank all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank.
- (iii) The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

7. **Setting out of works:** The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, plumb/ verticality dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank/ Employer.
8. **Materials and workmanship to conform to descriptions:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineer's instructions, and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall arrange for and/or carry out test of any materials, as per relevant IS provisions through the reputed laboratories prior to use in the work, if so desired by the Employer. The contractor shall arrange for manufactures' test certificate for any material which Bank may require from time to time before the execution using intended material. **The testing of material (Third Party Test) shall be carried out through a Government / Approved Laboratory and the testing charges, as per actuals shall be reimbursed by the Employer on production of vouchers / paid receipt.**
9. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank's Engineer may consider necessary until the expiry of the "Defects Liability Period" stated in the appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent, qualified and experienced Engineer who shall be constantly in attendance at the works while the men are at work. Necessary site Registers viz. Material receipt/consumption register/Hindrance Register/Labour Register etc. shall be strictly maintained by him on daily basis and get duly authenticated from Bank's Engineer. Any directions, explanations, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor. For which, (after award of work) the firm should issue authority letter to the Bank in favor of said Engineer for authorizing him to take up above mentioned activities.

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

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

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

The term "Assistant Manager(Tech)/Manager(Tech) shall mean the person appointed and paid by the Employer. The Contractor shall afford the Assistant Manager(Tech)/ Manager(Tech) every facility and assistance for inspecting the works and materials and for checking and measuring the works and materials.

The Assistant Manager (Tech)/Manager(Tech) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials. The work will from time to time be examined by the Bank, the Assistant manager(Tech)/Manager(Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause, the Contractor shall take instructions only from the Bank's Engineer.

**13. Assignment and sub-letting:** The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part / share thereof or any interest therein without the prior written consent of the Employers and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

**14. Alterations, additions, omissions:** No alterations, omission or variation shall vitiate this Contract except instructions/ Notice of Employer (through Bank's Engineer) at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof under his hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulation, specification or contract drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer with the prior approval in

writing of the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be.

**15. Schedule of Quantities:** The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement specified in relevant IS code.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 18 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of Rates.

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

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

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Method of Measurements detailed in the latest relevant IS codes of practice.

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

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

**18. Prices for ascertainment of extras**

The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from or vary the works shown upon the drawings or described in the specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause 6 hereof or by the authority of the Bank's Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.

(b) The net prices of the original tender shall determine the value of the items omitted if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) thereof.

(c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

(d) Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Bank's Engineer, the workman's name) and materials employed be delivered for verification to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

(e) It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the Contractors shall submit rates supported by rate analysis worked on the basis of CPWD schedule of rate analysis or for items not available in CPWD schedule shall be worked out on "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.

(f) The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in clause 22 hereof.

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

(h) Wherever the **basic rate/ basic price** for the materials specified, the contractor should furnish to the Employer for verifications all the paid bills. The purchase rate shall be got approved from the Bank's Engineers before purchasing such materials. The adjustment in price of the materials shall be made only on the measured quantity with 15% towards Over heads and profit. The basic prices are ex- go down prices exclusive of GST. The contractor shall consider factors such as transport, handling, loading and unloading etc. while quoting the rates for such items.

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

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

**21. Defects after virtual completion:** Any defect, leakage, delamination, heaving up, shrinkage, settlement or other faults which may appear within the "Defects Liability/ Performance Guarantee Period" stated in the Appendix hereto or, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's

Engineer, and within such reasonable times as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 32 thereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer as provided in Clause 13 and 23 thereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Bank's Engineer.

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

**23. Nominated Sub-Contractors:** All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub- Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

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

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contract as the Contractor is under in respect of this contract.
- b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Bank's Engineer's Certificate provided that before any certificate is issued the Contractor shall upon request furnish to the Bank's Engineer proof that all nominated Sub-

Contractor's accounts included in previous Certificates have been duly discharged, the default whereof the Employer may pay the same upon a Certificate of the Bank's Engineer and deduct the amount thereof from any sum due to the Contractor.

- d) The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor.

**24. Other persons employed by Employer:** The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

**25. Insurance in respect of damages to persons and property:**

- i) The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub- Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.
- ii) The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works. In case of non-submission of the same by the contractor, the employer shall obtain such insurance at contractor's cost.
- iii) The Contractor shall reinstate all damage of every sort mentioned in this clause so as to 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.

- iv) The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.
- v) 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 ₹10 lakhs. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the **Workmen's Compensation Act** or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and **shall at his own expense** effect and maintain until the Virtual Completion or the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.
- vi) In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.
- vii) 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.
- viii) 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.
- ix) Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.
- x) 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.
- xi) The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall, however,

not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

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

xiii) The contractor/firm shall at his own expense, arrange to effect and maintain (until the virtual completion of the work) with an approved office, the following policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policies to the employer from time during the currency of this contract.

- a) Workmen compensation policy
- b) CAR policy (Contract all risk)
- c) Third party liability policy

**26. Date of commencement and completion:** The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same (except such painting or other decorative work as the Bank's Engineer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provision for extension of time hereinafter contained.

**27. Liquidated damages for non-completion of the work on time:** If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 28 hereof and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

## **28. Delay and Extension of Time:**

If in the opinion of the Bank's Engineer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own fault or (d) by the works or delays of other Contractors of Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or

(e) by reason of Bank's Engineer's instruction as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Employer, make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lock-out, the Contractor shall immediately give written notice thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

If the Contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time Contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the Contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Employer, the provision of liquidated damages as stated under Clause 27 will become applicable.

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

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

### **30. 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 to 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 fulfill 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 or the Contractor.

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

OR shall charge 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 Bank's Engineer 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 shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the

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

### **31. Termination of Contract by Contractor:**

If the payment of the amount payable by the Employer under Certificate of the 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 Bank's Engineer or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause 18 hereof.

### **32. Certificate of payments:**

- a) The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the Appendix as "Value of Work for Interim Certificates" (or less at the reasonable discretion of the Bank) has been executed in accordance with this contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the Appendix as "Total Retention Money" after which time Installments shall up to the full value of the work subsequently so executed and fixed in the building. The Bank's Engineer may in his discretion include the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Architect the sum of money named in the



Appendix as “Installment after Virtual Completion” being a part of the said Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Bank’s Engineer at the expiry of the period referred to as “the Defects Liability Period” in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true interest and meaning hereof whichever shall last happen, provided always that the issue by the Bank’s Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 21 nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank’s Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank’s Engineer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer’s decision shall be final and binding.

- b) 75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Bank's Site Engineer, pending test checking of work and measurement checking of detailed arithmetical accuracy and certification by Engineers. Payment shall be made based on the progress of work and on completed items of work on actual measurement. The minimum value of a R.A bill shall be Rs.8 lakhs (Rupees eight lakhs only). 5% Retention Money shall be deducted from each payment
- c) The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
- d) The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.
- e) No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.
- f) Payments upon the engineer’s Certificate shall be made within the periods named in the Appendix as “Period for honor of Certificates” after such certificates have been delivered to the Employer.

**33. Delayed Payment:** Any amounts payable by the Employer to the Contractor in pursuance of any certificates given by the Bank’s Engineer hereunder shall, if not paid, within the “Period of honoring certificates’ named in the Appendix carry interest at the rate named in the Appendix as the “rate of interest for delayed payment” from the date upon which such sum ought to have been paid by the Employer until the payment.

**34. Matter to be finally decided by the Bank:** The decision, opinion, direction, certificate of payment with respect to all or any of the matters under Clause 2 (a), 2(b), 4.7.12, 20, 28 (a,c,d,e,f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction. Certificate of valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 35 hereof in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

**35. Settlement of disputes try arbitration:**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in preceding clauses. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators as the case may be., who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

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

arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

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

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

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

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

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

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

NAME AND ADDRESS OF THE CONTRACTOR

SIGNATURE & SEAL OF THE CONTRACTOR:

Date:

Place:

**Proforma of Bank Guarantee for Performance of the Contract**

**(On Non-Judicial Stamp Paper of appropriate value)**

No. \_\_\_\_\_

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

To

The General Manager

Reserve Bank of India

Premises section

Kochi, Kerala-682018

Sir/Madam

Name of Work: .....

WHEREAS, The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the Employer") has invited tenders for

..... hereinafter referred to as "the work" on the terms and conditions mentioned in the tender documents.

It is one of the precondition of the Employer for awarding the contract that the tenderer shall furnish a performance bank guarantee for sum of ₹...../- (Rupees only) (hereinafter referred to as "the caution money") for satisfactory execution of those items of works, for which tenderer have quoted low/workable rates (hereinafter referred to as "the low rates items of work")

M/s. , (hereinafter called as "the Tenderer"), who are our constituents, have tendered for the said work and for award of the work need to submit Performance Bank Guarantee for low rated items and have requested us to furnish guarantee to the Employer in respect of the said sum of ₹...../- (Rupees only).

NOW THIS GUARANTEE WITNESSTH

1. We (name of the Scheduled Bank) do hereby agree with and undertake to the Reserve Bank of India, Their successors, assigns that in the event of the Reserve Bank of India 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 Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹...../- (Rupees only) or any low amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Caution

Money for satisfactory execution of the low rated items of work for due performance of the obligations of the Tenderer under the said conditions, provided, that our liability against such sum shall not exceed the sum of ₹..... /-(Rupees only).

2. We also agree to undertake to and conform that the sum not exceeding ₹..... /-(Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India 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 Reserve Bank of India within a period of one week, from the date of receipt of the notice as aforesaid.

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

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

5. We hereby further agree that:

Any forbearance or commission on the part of the Reserve Bank of India in enforcing 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 Reserve Bank of India 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 ₹..... /-(Rupees only).

Our liability under these presents shall not exceed the sum of ₹..... /-(Rupees only).

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

This guarantee shall remain in force up to ..... (date) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said therein.

Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the ..... (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from the date or any extended period, all the rights of the Reserve Bank of India 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

---

(Seal of the Scheduled Bank)

Signature of the Authorized Official

(Name, designation, date etc.)

Note: This guarantee will require stamp duty as applicable in the State of, where it is executed and shall be signed by the official whose signature and authority shall be verified)

**SAFETY CODE:**

1. There shall be maintained in a readily accessible place with first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 metres in length. The width between the said 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. All the workers shall be provided with safety belts, safety shoes and helmets. No workmen shall be allowed to work on scaffolding without safety helmets and safety belts.
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 material as to render it unsafe.
8. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
9. 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.
10. 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.
11. Hoisting machines and tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.
12. 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
13. Workers employed on mixing and handling material such as cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
14. Any other safety norms to be followed for the work shall be as per relevant Standards/ Construction practices.



**Name & Address of the Firm / Contractor:.....**

**Signature of Contractor:.....**

**Date:.....**

**Place.....**

**FIRE SAFETY CODE:**

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

Place:

Signature of the Tenderer:

Date:

Address:

## **GENERAL SPECIFICATIONS:**

1. The scope of work covers “general repairs & repainting (External) of Bank’s Office building and its Ancillary structures at Ernakulam North, Kochi-682018 in accordance with specifications prepared to the satisfaction of the Bank’s Engineer. The following specifications shall form part of the contract and these shall deem to be supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.
2. 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 Asian Paints, Akzonobel (I.C.I.Dulux) Paints, Berger, etc. of appropriate grade and they shall comply with the respective IS 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 Engineer. 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 different items of painting, sample area shall be prepared and the shade got approved.
3. All the paints shall be brought to site in sealed condition and get it inspected through the manufacturer’s representative for its genuineness/ quality etc. The successful tenderer shall co-ordinate with the paint manufacturer co. and get certificates from them about the consumption and quality in addition to the checking by the Bank.
4. 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.
5. Special care shall be taken by providing suitable covers, tarpaulins etc. to prevent dust nuisance and for protecting furniture, potted plants and other horticulture works, costly items, glass for windows/ventilators etc. from stains. The rates quoted shall include covering of items and for handling and re-arranging the same etc. on every day and any damage to property caused by the Contractor, shall be made good by the Contractor at his cost. The work shall be carried out without any inconvenience to the inmates of the colony. The Contractor has to wash and clean the floors, after his work in that area has been completed. Only Contractor’s authorized persons will be allowed to enter the premises and they should strictly follow the various security requirements.
6. 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. In case of failure to comply with this clause, the item will not be measured and paid for.
7. No further coat shall be applied, till previous coat has completely dried.
8. 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.

9. After day's work is over, stains of paint over floor, fittings, furniture, glass panes etc. shall be thoroughly removed.
10. The Contractor should include the cost of erecting strong double scaffoldings, for painting the building from outside as specified in Schedule of Quantities/Specifications. Contractors will not be allowed to do the work without erecting scaffolding without any support from the windows, pipe lines, grills etc.
11. Care should be taken to paint electric wirings on batten for which no extra payment will be made.

Place:

Signature of the Tenderer

Date:

Address:

### **Technical Specifications:**

The scope of work covers execution, completion and testing of the work of 'general repairs & repainting (External) of Bank's Office building and its Ancillary structures at Ernakulam North, Kochi-682018' in accordance with drawings (if any) and specifications prepared by the Bank's Engineer and to the satisfaction of the Bank's Engineer.

- 1. 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.
- 2. Inspection and Testing:** All materials before being used in the Works shall be subjected to inspection and testing, if so required by Bank's Engineer, as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples required for all such tests as per relevant Standards shall be deemed to be included in the Contract rates. Cost of material testing, if any directed by the Engineer shall be reimbursed by the bank after submission of test reports and against original invoice. No materials shall be used in the works unless they have first been approved by the Engineer or his representative. Manufacturer test certificate/ Batch test reports as applicable for the material concern shall accompany the lot of material supplied at site which may be sent for testing if required by the Bank's engineer.
- 3. Cost of Transportation:** The Contractor shall allow in his cost for all transporting, unloading, stacking and storing of supplies of goods and materials for this work on the site and in the places approved from time to time by the Bank's Engineer. The Contractor shall allow in his price for transport of all materials controlled or otherwise to the site.
- 4. Rate to include:** The rates quoted shall be for all heights and depths and for finished work.
- 5. To ascertain from Contractors for the other trades:** The contractor shall ascertain from other Contractors as directed by the Bank all particulars relating to their work with regard to the order of its execution and the position in which chases, holes and similar items will be required, before the work is taken in hand as no claims for extras will be allowed for cutting away work already executed in consequences of any neglect by the Contractors to ascertain these particulars beforehand.
- 6. Testing of Material:** The contractor shall, before he places orders for supply of materials, furnish to the Bank's Engineer at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in time, notwithstanding prior approval by Bank's Engineer/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases makers/ manufacturers test certificates shall be produced by the contractor along with the samples for their goods/articles/ products/ processes/equipment.

- 7. Clearing of Site:** The Contractor shall ensure to clear the site of all debris and left over materials at his own expense to the entire satisfaction of the employer and Municipal or other public authorities.
- 8. Preparation of building for occupation and use on completion:** The whole of the work shall be thoroughly inspected by the Contractors and all deficiencies and defects set right. On completion of such inspection, the Contractor shall inform the employer in writing, that he was finished the work and it is ready for the Bank's engineers' inspection. On completion, the contractor shall clean all windows and doors and all glass panes including cleaning of all floors, staircase and every part of the work area including oiling of all hardware. He will leave the entire work area neat and clean and ready for immediate occupation and to the satisfaction of the employer.
- 9. Vouchers:** The Contractor shall furnish the employer with vouchers on request, to prove that the materials are as specified and to indicate the rates at which the materials purchased in order to work out the rate analysis of the non-tender items which he may be called upon to carry out thereafter.
- 10. Protection:** The contractor shall properly cover up and protect all work throughout the duration of work until completion, particularly masonry / finish, mouldings, steps terrazzo or special floor finishes, staircases and balustrades, doors and windows frames, plaster angles, lighting and sanitary fittings, glass, paint work and all finishes.

## **11. MATERIALS AND WORKMANSHIP**

The contractor under this contract bind himself to use first class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the defective work and redo the work at his own cost and risk. The decision of Bank's Engineer regarding the quality/standard of workmanship shall be final and binding on the contractor.

### **I. MATERIALS:**

- a) Materials shall be of the best approved quality and they shall comply with the respective latest IS code specified.
- b) All material shall be tested in any testing laboratory approved by the Bank's Engineer, as per the testing guidelines issued by the Employer, which can be perused by the contractor from the office results of such tests in original issued by the laboratory shall be submitted to the Architects with copy to Bank's Engineer. The entire charges connected with such testing including for repeated tests if ordered by the Bank's Engineer shall be borne by the Contractor
- c) All materials supplied by the Employer / any other specialist firm shall be properly stored and

the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.

- d) Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specified Conditions, the quality of materials, workmanship, dimensions etc. shall be as specified herein under.

## **II. Plastering Repairs to damaged plaster/ concrete cover on external surfaces:**

The plastering 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 Bank's Engineer.
- b) The surface to be patched, shall be wetted thoroughly and if plain, shall be raked or roughened up by hacking.
- c) The roughened surface shall be applied with segmental bonding adhesive/ epoxy bonding agent like Nitobond EP or approved equivalent, all as per the manufacturer's specifications.
- d) The plastering shall be done as directed. The finishing coat shall match the adjoining surface. The rate quoted shall include all types of finishing and no extra payment shall be admissible.
- e) In general, 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.
- f) The patches thus repaired shall be cured adequately and shall be got approved from the Engineer before proceeding further.
- g) The debris shall be carted away from the premises as per instructions of the Bank's Engineer.

## **III. Micro-concrete (High strength pre packed concrete with flowable consistency with addition of only water at site):**

The repair material shall be pre packed, high-strength, free-flowing, (Replacing distressed/loose/cracked/porous carbonated, loose part of concrete with fibrous free flow micro-concrete (high strength shrinkage compensated grout with small size aggregates which are able to occupy the space into which these are poured without vibration enabling a joint less section being built up without any honey combing) and repairing the damaged surface of concrete including providing and fixing the form work/ shuttering across the profile of damaged structural element, pour the free flow ready mix micro concrete mix with water as per manufacturers specifications in form work. Micro concrete should be mixed in steel tray homogeneously make up

concrete is based on type of structural element and its location etc., all complete as directed by Bank's Engineer.

Cementitious micro-concrete from approved list of manufacturers. Basic property of the material shall be:

- (i) Assured M 30 compressive strength.
- (ii) Be shrinkage compensated in both liquid and cured states.
- (iii) Contain no metallic expansion system.
- (iv) Be pre-packed and factory quality controlled.
- (v) Be a free-flowing cementitious material that has a coefficient of thermal expansion fully compatible with the host concrete.
- (vi) Be chloride free.

Aggregate Grading shall be as per following:

Sieve Size	% Passing
10	100
8	95
6	70
4.75	15

The micro-concrete shall be mixed and placed in accordance with the manufacturer's recommendations, particularly with regard to water content, mixing equipment and placing time. The micro concrete in the flowable consistency shall achieve a compressive strength of not less than 10N/sq. mm. after 1 day at 300 C, 15N/sq. mm. After 7 day's hours and 20 N/sq. mm strength at 28 days. The mixed material (only addition of water at site) should a collapsible slump without bleeding segregation. The maximum size of the aggregate shouldnot exceed above 8 mm.

#### **IV. Specification for Repairing concrete work with Polymer Modified Cement Mortar:**

**(a) General:** The polymer modified cement mortar shall be prepared at site adding 53 grade cement, polymer and sand.

**(b) Quality Assurance:**

**(i) Labelling** - contractor shall clearly mark all containers with following information:



- Name of Manufacturer
- Manufacturer's product identification

**(ii) Application Control:** Contractor shall submit mixing application procedures for approval prior to use.

**(c) Product Delivery, Storage and Handling:**

**(i) Delivery of Materials:** Contractor shall deliver all materials in containers with labels legible and intact.

**(ii) Storage of Materials:** Contractor shall arrange to store all materials at temperatures recommended by manufacturer.

**(iii) Handling of Materials:** All materials shall be handled in a safe manner and in a way to avoid breaking containers.

**(d) Project Conditions:**

**(i) Environmental Requirements:** Contractor shall comply with manufacturer's recommendations as to environmental conditions under which the latex compound may be applied.

**(e) Products:**

**(i)** Polymer modified cement mortar shall be prepared using approved brand of product (Polyalk EP).

**(ii)** Cement - The cement used shall be 43 grade Portland cement conforming to IS 8112.

**(iii)** Sand - The sand shall be sharp, washed, well graded and free from excessive fines. Generally, sand falling in Zone II grading of IS 383 shall be used.

**(iv)** Water - Water used for mixing and curing shall be clean and free from injurious amounts of oils, acids, alkalis, salts, sugar, organic materials or other substances that may be deleterious to concrete or steel. Following concentrations shall be treated as maximum permissible values.

- To neutralize 200ml. sample of water, using phenolphthalein as an indicator, it should not require more than 2 ml of 0.1 normal NaOH. The details of test shall be as given in IS:3025.
- To neutralize 200ml. sample of water, using methyl orange as an indicator, it should not require more than 2 ml of 0.1 normal NaOH. The details of test shall be as given in IS:3025.
- To neutralize 200ml. sample of water, using methyl orange as an indicator, it should

not require more than 10 ml of 0.1 normal HCl. The details of test shall be as given in IS: 3025.

Permissible limits for solids when tested in accordance with IS: 3025 shall not exceed the following:

<b>Solids</b>	<b>Max. Permissible Limits (mg/l)</b>
Inorganic	3000
Organic	200
Sulphates (as SO <sub>4</sub> )	500
Chlorides as (Cl)	1000
Suspended Matter	2000

- The pH value of water shall be not less than 6.

**(v) Reinforcement** - The reinforcement shall conform to the following:

- All mild steel and medium tensile steel bars shall conform to IS: 432.
- All hot rolled deformed bars shall conform to IS: 1139
- All cold twisted bars shall conform to IS: 1786.
- All reinforcement shall be free from loose mill scales, loose rust and coats of paints, oil, mud or other coatings.

**(f) Execution:**

**(i) Preparation:** All substrata shall be clean and free of dust, plaster, oil paint, grease, corrosion deposits and any other deleterious substances. Excess laitance shall be removed by mechanical means. All surfaces so treated shall be thoroughly washed with clean water. Any steel in repair area shall be exposed and cleaned to remove all loose scale and corrosion deposits and then coated with one coat of approved Rust Passivator and two coats of polymer modified cement slurry as rust preventor. Additional steel, wherever required, in the form of R/F bars or welded wire mesh shall be properly secured to substrate.

**(ii) Priming:** Immediately before priming the concrete substrate shall be thoroughly dampened with water with any excess being brushed off. Bonding slurry shall be prepared and applied into the substrata. Care should be taken to avoid puddling of emulsion. The repair mortar shall be applied while the primer is still tacky. Slurry proportion shall be as per description in Bill of quantity/ as directed.

**(iii) Mix Design:**

- Cement: 50 kg
- Zone 2 sand: 150 kg
- Latex Emulsion 10 Kg
- Water: Add sufficient to give required consistency

**(iv) Application:** Surfaces shall be thoroughly prepared as previously recommended. All sharp edges shall be rounded off. All surfaces shall be primed including edges using approved polymer modified cementitious slurry in required proportions. All applications shall be wet on wet. The primer shall not be allowed to dry. Water contents shall be kept to minimum necessary. All aggregates shall be clean and dry.

**(v)** All mortars shall be thoroughly cured for one day, and shall not be re-tempered after initial set.

**(g) Cleaning:** All the tools shall be washed with clean water immediately after use.

**V. Repair and General Work Methodology:**

The scope of the work includes the following:

**a. Propping and Supporting Structural Members:**

Prop and support the identified beams to provide relief in stresses & strains to the distressed beam by suitably supporting such RCC slabs, which are contributing load to the beam itself. The load relieving shall be done using designed steel props adjustable with extension pieces, screw jacks, hard wood wedges etc with sole plates at suitable intervals but shall generally not exceed 1.5 metre centre to centre as per design approved by Engineer-in-Charge.

To avoid any overstressing of any existing flexural members receiving the transferred load of the distressed beam, the steel prop and supports shall be taken and continued to the firm ground. For upper storeys, the steel props shall be taken at least two storeys below or as per the design approved by Engineer-in-Charge

No timber ballies etc., shall be used as props. However, timber runners / beams/planks of adequate section could be used for supporting structural beams, slabs as load distribution mechanism.

Arrange all propping and supporting elements as per approved design:

**(i) For Columns and beams:** Identify and mark the members under structural distress, which are unable to sustain service load conditions and/or which are required to be ripped open for undertaking structural repairs or retrofitting.

**(ii) For Beam / Slabs:** Identify and mark the points for propping and supporting on soffit of RCC beam/slab requiring structural repairs, for transfer of loads to relieve it from stresses and simultaneously avoiding its collapse during the repair process.

**(iii)** Work shall be inspected before taking up structural repairs for safe load transfer to the founding medium by implementation of approved drawings/design of prop & support system.

**Special Water-tight Shuttering/Form work:**

**Purpose:** To provide shuttering or formwork and its joints to be able to resist a hydraulic pressure at least equivalent to a 10 metres water head without causing any leakage.

**b. Removal of Surface Plastering using Chisel and Hammer:**

**(i)** Safety shall be ensured in accordance with the requirements and specifications.

**(ii)** Provide double row type MS steel scaffolding.

**(iii)** Existing plaster to be identified for removal by tapping all areas and its boundary shall be marked with a colour marking (in an optimal rectangular shape)

**(iv)** Remove the plaster manually with the help of chisel and hammers to completely expose the parent masonry or concrete surface, so as not to have any traces of such plaster left behind.

**c. Chipping of Unsound and Weak Concrete:**

**(i)** Safety shall be ensured in accordance with the requirements and specifications.

**(ii)** Prop and support shall be provided to relieve the structural member of stress and strains.

**(iii)** Scaffolding, if necessary for the exterior members, shall be done for working upon the area.

**(iv)** Working platforms for interior members, if necessary, shall be erected suitably or provided as mobile.

**(v)** Mark off the area to be repaired using straight lines between corners. The marked area shall have 90° corners with the sides parallel or normal to the direction of the reinforcement. The marked boundaries for the repair area, outside the perimeter of the spall. For a single spall, the repair area should have a minimum width of 100 mm in any direction. If a number of spalls are closely located to each other, these spalls should be included in a single area marked for repair.

**(vi)** Cut shall be made along the marked boundary, normal-to-the surface. It should be made with a diamond cutter blade. However, when diamond cutting is not practical, the normal cut be made with a power driven chisel. Minimum depth of cut shall be 10 mm. In

situations where the diamond saw could cut into the reinforcing steel due to inadequate concrete cover, the boundary edge should be formed manually by means of chisel and impact hammers. **A cover meter could be used to estimate the depth of cover.**

(vii) Chipping to remove all the unsound and weak concrete materials shall be done carefully from the damaged portions of structural members by adopting mechanical or manual means up to the required depth to produce sound concrete surface to a near uniform depth for the repair area.

(viii) **Chiseling:** Hand Tools are typically applicable for concrete removal for smaller, moderate and areas of limited access. Removal should begin at the interior of the repair area and progress toward the boundaries, using suitable hammer. Power Driven Chisels/Hammers are normally applicable for chiseling smaller thicknesses up to about 50 mm. Pneumatic Hammers are normally applicable for chiseling larger thicknesses in excess of 50 mm. Mechanical Milling (single drum, rotary cutter head with Tungsten – carbide bits) is applicable for large areas where the concrete cover is to be removed. Care must be taken to avoid contact with the reinforcing steel as both the reinforcement and the cutter drum could be damaged. Rounded and Feathered Edges should be handcut to form normal to-the-surface boundaries. All the edges and cavities shall be square shouldered.

(ix) A full-depth chiseling and removal of concrete of reinforcement shall be carried out, in case the concrete in contact and in immediate vicinity of the reinforcement is carbonated.

(x) Inspection and soundness testing, after concrete removal & cleaning, for weaknesses and delamination of exposed surfaces shall be visually carried out. If required, additional removal will be done.

(xi) Cleaning of debris and dust shall be carried out from within the chiseled /chipped area and its disposal.

#### **d. Cleaning Rust from Reinforcement:**

**(i) Cleaning by manual method:** Remove the rust manually from all round the surfaces along the length of reinforcement, using hand tools like chisels, hammers, wire brushes, abrading cloth, etc., This shall be continued manually along the length of the rusted reinforcement till such time that the steel surface is cleared of all rust that could be removed manually.

**(ii) Cleaning by chemicals:** Removal of rust by using the Rust Remover Chemical, rust remover shall be brush applied over the reinforcement surface along the full length of rusted reinforcement. After 4 hours (or as prescribed by manufacturer) of its application, the surface shall be cleaned with wire brush and all loose particles. It shall be washed with water thoroughly and allowed to dry.

**e. Alkaline Passive Bond Coat on reinforcement:**

- (i) Prepare the surface for treatment as per manufacturer specification
- (ii) Thoroughly inspect all the concrete surfaces prior to applications of passivating coat.
- (iii) **Material Mixing:** Components of the passivating coat mix shall be weight batched and mixed in specified proportions in a clear container free from harmful residue or foreign particles.
- (iv) **Material Application:** The alkaline passivating & bonding material shall be applied to prepared reinforcement substrate after tying in new reinforcement wherever specified in the form of bars or welded wire fabric.

**f. Bond Coat for Hardened concrete with Repair concrete/ Mortar:**

- (i) Prepare the surface for treatment.
- (ii) Saturate the surface with water but shall be free of excess surface water, debris and dust, where cementitious bond is to be applied. Otherwise, surface to remain dry and clean of debris and dust.
- (iii) Thoroughly inspect all the concrete surfaces prior to application of adhesive. Polymer modified bonding cement slurry shall be applied to a thickness not in excess of 2 mm. If necessary, a second coat shall be applied at right angles to the first to ensure complete coverage and absence of pin holes.
- (iv) All concrete surfaces shall be well protected beyond limits of surface receiving adhesive against spillage.

**g. Cement based Polymer Modified Concrete (PMC):**

**Polymer Modified Concrete:** (Using Coarse Sand) cleaning the surfaces, moistening and applying polymer base bonding coat of and cement in the ratio 1:1 by weight of cement.

Mix Hand pack Polymer Modified concrete in the ratio of 1:1:2 (1 one-part cement: 1 one-part coarse sand: 2-part aggregate and admix the polymer latex in the ratio of 2% weight of cement.

**Purpose:** To carry out structural repairs to prepared patches of spelled concrete with an alkaline impervious repair material comprised of polymer admix cement concrete.

**Procedure;**

**Step-1:** Follow the guidelines for safety as already mentioned.

**Step-2:** Clean the dust and saturate the prepared surface of concrete and reinforcement with a clean oil free and water free for construction.

**Step-3:** Inspection of concrete surface prior to adhesive application shall be thoroughly inspected. Surfaces shall be ensured to be free from any deleterious materials such as oil, dust, dirt etc. using oil free.

**Step-4: Mix and Prepare Polymer Modified Concrete** to have a uniform consistency and texture by adding cement, sand, aggregate and polymer. Repairing with cement based polymer modified concrete shall be done immediately after applying the bonding slurry to the prepared surfaces.

#### **h. Cement based Polymer Modified Mortar (PMM):**

**Purpose:** To carry out structural repairs to prepared patches of spalled concrete with an alkaline impervious repair material comprised of polymer admix cement-sand mortar.

#### **Mix Formulations for PMC Material System:**

- (i) Cement: 50 Kg
- (ii) Polymer: 5 Litre
- (iii) Zone II sand: 150 Kg
- (iv) W/C 0.35

#### **Procedure:**

- (i) Clean the dust and saturate the prepared surface of concrete and reinforcement with a clean oil free air blast and water fit for construction.
- (ii) Concrete surface prior to adhesive application shall be thoroughly inspected. Surfaces shall be ensured to be free from any deleterious materials such as oil, dust, dirt etc., using oil free air blast.
- (iii) Mix and Prepare Polymer Modified Mortar to have a uniform consistency and texture by adding cement sand and polymer.
- (iv) Plastering with cement based polymer modified mortar shall be done immediately after applying the bonding slurry to the prepared surfaces.

#### **VI. General repairs and Repainting of exterior surfaces:**

- a) 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, Asian Paints, Berger Paints, etc., of appropriate grade. 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.

- b) Rates shall be inclusive of doing plaster patch work (not exceeding 0.1 sq.mt. for each patch) and also making up the broken, edges of walls, columns, beams, sills, ceilings etc. so as to match the existing surface.
- c) Special care shall be taken by providing suitable covers tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment from stains. The work shall be carried out without any inconvenience to the occupants. The rates quoted shall include covering of furniture and for handling and rearranging the furniture etc. and any damage to property caused by the Contractor, shall be made good by the Contractor at his cost. The Contractor has to wash and clean the floors, after his work in that area has been completed.
- d) 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.
- e) No further coat shall be applied, till previous coat has completely dried.
- f) 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.
- g) After day's work is over, stains of paint over floor, fittings, furniture, glass panes etc. shall be thoroughly removed.
- h) The Contractor should include the cost of erecting scaffoldings, for painting the building from inside and outside.
- i) Care should be taken to paint electric wirings on batten for which no extra payment will be made.
- j) Preparation and Application of paint shall be strictly as per the recommendations of paint manufacturer.

## **12. Double Scaffolding:**

- a) Unless otherwise instructed by the Engineer, strong double steel scaffolding having vertical supports shall be provided or as per suitable method shall be followed provided safety concerns has been accounted for The supports shall be sound and strong, tied together by horizontal members over which scaffolding planks shall be fixed.
- b) 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 regard under any circumstances shall be admissible.



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

**13. Painting works:** The work of painting shall be done according to latest version of relevant IS Code and shall be to the entire satisfaction of the Engineer.

**Workmanship:** The work shall be carried out as specified in IS 2385 Part I and Part II schedule of painting system to be as per table of IS 2385 Part II.

**I. Providing and applying 100% acrylic exterior emulsion for external surfaces including crack sealing:**

**a) Paint Material:**

- (i) The paint shall be 100% premium acrylic exterior emulsion paint of approved brand and manufacture.
- (ii) This paint shall be brought to the site of work by the contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the Engineer-in- Charge. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Bank's Engineer.

**b) Preparation of surface:**

- (i) The surface shall be thoroughly cleaned off all mortar dropping, dirt, dust, algae, fungus or moth, grease and all the flaky, blistered, cracked surfaces and any other foreign matter by thoroughly scrapping and rubbing down with bristle brush and sand paper and then washing down with jet of clean water under high pressure and allowed to dry. The surface shall be brushed with a soft bristle to remove any dust particles 24 hours after the wash.

All the cracks shall be sealed as follows:

- (ii) All the non-structural cracks developed on plaster surfaces of concrete/ masonry elements shall be carefully opened-up to 'V' grooves and filled with approved quality and make non-shrink, cementitious crack sealer/ filler like Renderoc CS or approved equivalent including application of necessary compatible priming/ bonding agent as applicable as per manufacturer's specifications.

(iii) The wide cracks in plaster which cannot be filled as per the above procedure, if any, due to separation of brick work from the concrete or wood work or between two masonry panels or diagonal cracks shall be carefully opened up to 'V' grooves and filled with 1:2 (one-part cement to four parts of sand by volume) cement plaster with the addition of approved sealant and surface finished properly.

(iv) Applying exterior grade white cement-based wall putty to make up the undulations/ unevenness where found necessary as instructed by Bank's Engineer.

(v) The rate for painting shall be inclusive of this crack filling operation and the same shall not be considered for separate payment.

**c) Application of Base/Primer Coat and Exterior Grade Acrylic Emulsion Paint:**

(i) The prepared surface shall be got approved by Bank's Engineer before applying succeeding coat of primer/ base coat.

(ii) One coat of approved make and quality exterior grade special primer / bonding coat shall be applied as per manufacturer's specifications and as directed by Bank's Engineer. The primer coat shall be of make and type recommended by the paint manufacturer.

(iii) The prepared surface shall be got approved by Bank's Engineer before applying succeeding coat of Exterior emulsion paint.

(iv) Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its container, when applying also the paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform. Dilution ratio of paint with potable water can be altered taking into consideration the nature of surface climate and as per recommended dilution given by manufacturer. In all cases, the manufacturer's instructions & directions of the Bank's Engineer shall be followed meticulously.

(v) The lids of paint drums shall be kept tightly closed when not in use as by exposure to atmosphere the paint may thicken and also be kept safe from dust.

(vi) Paint shall be applied with a brush on the cleaned and smooth surface. Horizontal strokes shall be given, First and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks. Sufficient time shall be allowed between two coats as per manufacturer's recommendations to ensure that the earlier coat is fully dry prior to the application of the successive coat.

(vii) The number of finished coats of Exterior Grade Acrylic Emulsion paint specified in the Schedule of Quantities are the minimum require and for guideline only. The finish surface shall be the acceptance and approval of Bank's Engineer/ Employer. Any additional coats required to achieve this shall be to the account of the Contractor and no extra charges shall be payable for any additional coat applied.

(viii) The borders / bands as per the building's existing colour shade, pattern, design and as approved by the Bank's Engineer shall be executed using the same quality paint.

## **II. Enamel painting to steel work:**

- a) The work shall generally be carried out as per IS 1477 (1971), 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 scrapping 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 Zinc chromate 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 make as directed.

## **III. Painting CI, GI, Asbestos etc. pipes and fittings:**

**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.

**Preparation of surfaces** - All rust and scales shall be removed by scrapping 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.

**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. 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.

Place:  
Date:

Signature of the tenderer  
Address:

**APPENDIX HEREINBEFORE REFERRED TO**

1. Defects liability Period	12 months from the date of issue of virtual completion certificate.
2. Period of final measurement	One month from the date of final completion of the work.
3. Date of commencement	10 <sup>th</sup> day from the date of award of work
4. Release of EMD	After award of work and submission of Performance Bank Guarantee.
5. PBG (Performance Bank Guarantee)	5% of contract value
6. Retention Percentage (RMD)	5% from each bill
7. Release of RMD	On completion of Defect Liability period
8. Earnest Money Deposit (EMD)	₹50,000/- (Rupees Fifty thousand only), remitted through NEFT or DD from Scheduled Bank in favour of Reserve Bank of India, submitted in physical form at Estate Section.
9. Period of honoring interim certificate	15 days (Fifteen days) from the date of certification by Bank's Engineer (Subject to submission of all relevant documents/ tax invoice etc. along with bill)
10. Period of honoring final certificate	One month from the date of certification by Bank's Engineer (Subject to submission of all relevant documents/ tax invoice/certificate etc. along with bill)
11. Interest for delayed payment	Three percent per annum

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

Place

Signature of the tenderer

Date

with name, address and seal

## **LIST OF APPROVED MAKES/ MANUFACTURERS OF MATERIALS**

### **1. FOR GENERAL REPAIR WORKS**

#### **Note:**

1. All the materials to be used in the work shall strictly conform to the detailed technical specifications under each item.
2. The paint selected should be low VOC. The contractor shall submit copy of the relevant certificate along with the sample for approval.
3. If the approved brands are not available in the market, equivalent material with written approval of the Bank's Engineer only shall be used in the work. Wherever the contractor proposes to use equivalent makes (i.e. other than those specified), the same shall be done with prior approval of the Bank's Engineer. In such cases, it is the responsibility of the contractor to prove, to the satisfaction of the Bank's Engineer, with necessary technical data / documents / tests reports that the equivalent materials proposed to be used in the work conform to all the technical specifications / parameters stipulated in the specifications. Any additional expenditure and time on account of this shall be solely on contractor's account and no claims whatsoever shall be entertained by the Employer in this regard.
4. Bank shall approve the make, colour and shade of the paint(s) from the above list.
5. The bidders shall offer the make proposed to be used by them along with the copy of certificate (VOC content) along with Part-I.

<b>Sr. No.</b>	<b>Materials</b>	<b>Approved Manufacturer / Brand name</b>
1.	Cement	Gujarat Ambuja, ACC, L&T or approved equivalent.
5	Readymade Plaster	Ultratech, Fairmate, or approved equivalent
6	SRI paint (Solar Reflectance Index)	IGBC/GRIHA Certified product
7	Crack filler	Fosroc/ BASF/ Ultratech or approved equivalent
8	Ready to use polymer modified mortar(PMM)	Fosroc, Dr.Fixit, SIKA BASF or approved equivalent
9	Micro concrete	Fosroc, Dr.Fixit (PIDILITE), BASF or approved equivalent
10	Bonding agent	Fosroc, Dr.Fixit (PIDILITE), BASF or approved equivalent

11	TMT bars	SAIL, TATA or approved equivalent (Min yield strength of 500 N/mm <sup>2</sup> )
12	Rust Remover	Fosroc, Dr.Fixit, BASF or approved equivalent

**2. FOR REPAINTING WORKS:**

<b>S. No</b>	<b>Manufacturer's Name</b>	<b>Exterior Grade Acrylic emulsion paint</b>	<b>Synthetic Enamel Paint</b>	<b>Exterior Special primer</b>	<b>Zinc chromate primer</b>
	1.	2.	3	4	5
01	M/s Asian Paints	"Apex Ultima Protek" exterior emulsion	Apcolite premium Enamel (satin)	"Smart care Primero"	True Care Yellow metal primer
02	M/s Akzonobel (ICI Dulux India Ltd)	"Dulux weather Guard Maximum"	Dulux Satin Stay Bright (Satin)	Dulux Weather Guard Exterior Primer	Dulux Zinc Yellow Metal Primer
03	M/s Berger Paints India Ltd.	"Weather coat all guard new"	Berger Luxol (Satin)	Smart-o-primer	Berger Zinc Chromate Primer
04		OR Approved equivalent to be approved by the Bank			

Place

Signature of the tenderer

Date

with name, address and seal



**RESERVE BANK OF INDIA  
PREMISES SECTION  
KOCHI**

**Name of work: “General Repairs & Repainting (External) of Bank’s Office Building and its Ancillary structures at RBI, Kochi - 682 018”**

**SCHEDULE OF QUANTITIES (UNPRICED)**

<b>Item No.</b>	<b>Description of work</b>	<b>Quantity</b>	<b>Unit</b>
01	<p><b>EXTERNAL PLASTER:</b></p> <p>(i) a) <b>Surface Preparation:</b> Carefully breaking loose/damaged/ cracked cement plaster surface in patch manner or for the entire surface at any level manually/ mechanically on external side of any thickness from walls, chajjas, drops, fins, pardis, etc. up to brick/ concrete surface.</p> <p>(i) b) Cleaning with wire brush and applying a coat of Cement Slurry or approved chemical bonding agent</p> <p>(ii) Providing and applying 2 coats plaster (1<sup>st</sup> coat average 12mm thick, 2<sup>nd</sup> coat average 8mm thick) in proper line, level and plumb by using <b>Ready Mixed plaster material of approved make</b>. Rate shall include for providing extra thickness, if necessary, to match the surrounding area level. Mixing of mortar/ mortar preparation shall be mechanically and as specified by the manufacturer.</p> <p>(iii) Final coat of plaster shall be finished with sponge finish to give sand textured surface. Rate shall also include marking level/ plumb gauges at required spaces in proper line and plumb, removing any loose deposits of sand/ dirt, filling of brick joints voids, if any, in same cement mortar, roughening the freshly applied 1st coat plastered surface for providing grip to 2nd coat plaster, carting away the debris out of the premises, curing etc., complete.</p> <p>The rate quoted should be inclusive of providing and fixing 4mm thick commercial ply protection on window panes, wherever required as directed by Bank's engineer and removing the same after completion of the work, providing and fixing steel double scaffolding with proper support for carrying out the work at all heights and level, jute cloth/ net barrier along the scaffolding (to prevent splashing of debris/</p>	800	Sq m

	paint droplets) as directed by Bank's engineer, cleaning the plaster stains from surrounding area, etc. all complete.		
02	<p><b>Micro concrete:</b> Dismantling distressed/ loose/ cracked / porous carbonated, loose part of concrete providing and placing with fibrous free flow micro concrete(high strength shrinkage compensated grout with small size aggregates which are able to occupy the space into which these are poured without vibration enabling a joint less section being built up without any honeycombing) and repairing the damaged surface of concrete including providing and fixing the formwork/ shuttering across the profile of damaged structural element, providing and laying approved make free flow ready mix micro concrete mix with water as per manufacturers specifications in form work. Micro concrete should be mixed in steel tray homogenously makeup concrete is based on type of structural element and its location etc. all complete as directed by Bank's engineer.</p> <p>The rate shall be inclusive of steel double scaffolding, watertight centring and shuttering including bolting, strutting, propping etc. including removal of form work, curing, Identifying the defective locations, and carefully breaking/ chipping off the unsound/weak concrete surface along with top cement plaster from the structural members etc. all etc. all complete as directed by Bank's Engineer.</p>	2	Cu.m
03	<p><b>Repairs to damaged RCC members with Polymer Modified Cement Mortar (PMCM)</b> as per following procedure.</p> <p>a) Identifying the defective locations and carefully breaking/ chipping off the unsound/weak concrete surface along with top cement plaster from the structural members like of fins/ chajjas/wall/ column/beam etc. up to the required depth to exposed rusted reinforcement steel all around and sound concrete beneath by manual or mechanical means, surface preparation to receive the further treatment etc.</p> <p>b) Providing and applying one or more coats of rust remover of approved make to the rusted steel after thorough surface cleaning and removing rust by steel brush after application of rust remover as per manufacturer specifications.</p> <p>c) After application of rust remover, the reinforcement shall be cleaned with steel wire brush or by tapping gently with wooden batten/ steel plate/ chisel so as to remove the loose spalling. Providing and applying one coat of zinc rich (minimum zinc content &gt;84%) anti corrosive epoxy based</p>	50	Sq m

	<p>coating to the exposed reinforcement as per manufacturers specifications.</p> <p>d) Providing and applying one coat of polymer cement bonding coat(PCBC) of approved manufacturer on the exposed concrete surfaces as per manufacturers specifications.</p> <p>e) Repair to concrete member of average thickness up to 20 to 30 mm in layers by using Premixed Ready- to-use Polymer Modified Cement Mortar (PMCM) of approved make. Mortar shall be built up in layers of thickness not more than 20 mm at a time. For thickness of mortar more than 20 mm, a layer of chicken mesh shall be fixed by using steel U nails or other suitable method prior to application of next layer of mortar. Polymer bonding agent coat shall be applied before application of the next coat of mortar. Polymer modified cement mortar shall be properly mixed in proportion as per manufacturers specifications. Polymer modified Mortar shall be applied in proper line/ level and top surface shall be made rough for further treatment, including curing, etc. all complete.as per the direction of Bank's Engineer.</p> <p>f) For each additional layer, bond coat as mentioned above shall be applied.</p> <p><b>No extra payment will be made for increased thickness of polymer mortar then that specified, if required so to match/ satisfy the site requirements.</b></p> <p>The rate shall be inclusive of steel double scaffolding, providing and fixing chicken mesh with suitable nails or other method, propping, disposing off all the debris from the Bank's premises, wastage, transportation, tools and planks to carry out the work, cost of hardware, cleaning site etc. all complete as directed by Engineer-in-charge.</p> <p>Note: a) Only average surface area of polymer mortar treatment shall be considered for measurement. The measurement shall be recorded and signed jointly immediately during and after completion of work.</p> <p>b)The item of providing and fixing extra rebar, if any, will be paid separately.</p>		
04	<p><b>Providing of new reinforcement TMT bars</b> having a minimum yield strength of 500 N/mm<sup>2</sup> with proper lapping/welding wherever the diameter of the existing reinforcement is found reduced more than 15% of the</p>	100	Kg

	<p>original or entire damaged. The diameter of new reinforcement may be 8mm, 10 mm, 12mm and 16 mm. The rate should include cutting, bending, binding with GI wire, welding of rebar if required and placing in proper position etc. all complete as directed by Bank's Engineer.</p> <p>Note: The rate shall be excluding of scaffolding which will be included and paid under item no.2 &amp; 3 above.</p>		
05	<p><b>Providing and applying approved quality and make Solar Reflectance Index (SRI) Coating on terrace/sloping roof area as per following steps:</b></p> <p>a) surface preparation: surface to be cleaned, remove oil, grease, loose particles, moss, algae, dust etc. from top surface of terrace/sloping roof area by using wire brush and soap water or other suitable material and then cleaning the surface by fresh water through water/pressure jet and let it dry, opening of crack by cutting in "V" groove shape and properly filling of surface cracks by using approved crack filler materials etc. all complete.</p> <p>b) Providing and applying two or more coats of SRI paints of approved make on existing terrace/ sloping roof surface, finishing neatly etc. all complete as per manufacturers specifications and as per direction of Bank's Engineer.</p> <p>Note: The quoted rate shall be inclusive of all materials, transportation charges, wastage, double scaffolding, labour charges, carry out the work as per specifications, sundries etc., complete.</p>	760	Sq m
06	<p><b>(i) 100% acrylic emulsion paint (External Grade) for external surfaces:</b> Preparing the surface by scrapping thoroughly all the flaky, blistered, cracked surfaces and cleaning the entire area thoroughly with high-pressure water.</p> <p>(ii) Preparing the existing cracks by carefully opening up the non-structural cracks developed on plaster surfaces of concrete/ masonry elements to 'V' grooves and filling them with approved quality and make non-shrink, cementitious crack sealer/ filler including providing and applying necessary compatible priming/ base coat (exterior grade) as per manufacturer's specifications.</p> <p>(iii) Wider cracks shall be treated by way of application of priming/base coat and filled with Cement Mortar 1:2 (1</p>	5000	Sq m

	<p>Cement: 2 Sand) with addition of approved water proofing chemical in patches to match the neighbouring surfaces including carefully breaking the existing plastering, wherever loose. Applying exterior grade white cement-based wall putty to make up the undulations/ unevenness where found necessary as instructed by Bank's Engineer. The prepared surface shall be got approved by Bank's Engineer before applying succeeding coat of primer/ paint.</p> <p>(iv) Providing and applying two or more coats of 100% premium acrylic emulsion paint (exterior grade), which is of quality stretchable, water repellent, semi-elastomeric, of approved make, shade and quality to the exterior surfaces of walls / R.C.C members, over a coat of approved make and quality exterior grade special primer / base coat as per manufacturer's specifications and as directed by Bank's Engineer.</p> <p>(v) The rate shall include making borders / bands as per the building's existing colour scheme, pattern, design and as approved by the Bank's Engineer using the same quality paint.</p> <p>(vi) The rate shall also include for providing, erecting and removing double scaffolding necessary to work in the entire area etc., complete as directed by Bank's engineer including safety measures.</p> <p>(vii) The painting shall be done using appropriate materials, tools and tackles, cleaning the surfaces including the old spilled paint/ stain/ dirt etc., complete as directed by Bank's Engineer</p>		
07	<p><b>Synthetic enamel paint to steel works:</b> Preparing the steel surfaces by removing the loose paint, rust scales, grease, oil etc., by sand papering, dusting etc., providing and applying one or more coats of approved quality, make and shade, <u>satin finish synthetic enamel paint of approved quality and make</u> zinc chromate primer to steel works viz., grill gates, weld mesh, rolling shutters etc., complete as directed by Bank's Engineer. The rate shall also include cost of double scaffolding, thoroughly cleaning the surfaces including the old spilled paint / stain / dirt etc. using paint removers or any other appropriate cleaning material.</p>	1200	Sq m

08	<b>Providing and applying synthetic enamel paint for road / driveway side kerbs:</b> Preparing the surfaces using wire brushes, sand papers, clean jet of water etc., to remove the loose layers of paint / moss / dust / dirt / grease / oil or any other foreign matter, providing and applying two or more coats of approved quality and make, shade of synthetic enamel paint (in two shades) for alternate strips/ approved pattern to match with the existing, true to line and plumb over a coat of approved make and quality cement primer for kerbs having perimeter of the exposed portion etc., all complete as per manufacturer's specifications and as directed by the Bank's Engineer.	80	Sq m
09	<p><b>Miscellaneous repainting:</b> Prepare the surface, providing and applying two or more coats of approved quality synthetic enamel paint/ approved Premium Acrylic smooth exterior paint with silicone additives as required to all pipes and pedestal/support pipes etc., including painting of miscellaneous items over &amp; attached to the building consisting of GI, CI &amp; PVC pipes on the walls of the building/ Bank's premises and over the terrace etc., MS fittings and MS supports of fire line, MS railings, MS supports/ MS frame work of overhead water tanks and chiller tank, solar panel pedestal/supports, all pedestal with its fixtures etc. manholes covers, M.S. covers. street light poles, electrical conduit pipes, MS ladders at main terrace level (2 nos) etc., including scrapping, providing and applying suitable primer on paint surfaces necessary scaffolding etc. all complete as directed by the Bank's Engineer.</p> <p>The rate shall include for steel double scaffolding, properly cleaning of the site after completion of the aforementioned work etc. all complete as directed by the Bank's Engineer.</p>	Job	Lumpsum

**Note: Please quote all rates on Part - II (Price bid) on the MSTC portal through e-tender. All values to be quoted are for 'Unit quantity' which shall be exclusive of GST. However, GST at 18% will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time. The amount quoted shall be only in Indian National Rupees (INR). The total amount calculated by the system including GST, will be taken for arriving the L1 rates and the total Contract Value.**

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**Annexure A**

**List of Clients**

**Details of similar qualifying works executed during the last 3years**

<b>Sr. No.</b>	<b>Name and address of the client/ company/firm</b>	<b>Work order details and contract value</b>	<b>Work done Value in Rs.</b>	<b>Whether works completed in time or not (give date of start &amp; and date of completion)</b>	<b>Completion period as per work order</b>	<b>Fax /phone number &amp;contact person of the client/compan y/firm</b>

(Attach sheet if required)

Signature of Tenderer:

Date

**UTR Transection Details For EMD**

<b>S.No</b>	<b>Requirements</b>	<b>Details To be filled by tenderer</b>
1	Name of the vendor	
2	Name of the Bank	
3	Account No.	
4	IFSC	
5	UTR details	
6	Date of Payment	

**Name & Signature of Tenderer**

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

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



**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay (indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/  
Good/Satisfactory/poor
- ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?

ii) If yes, total amount of claim

iii) Total amount awarded

13 Comments on the capabilities of the contractor.

a) Technical proficiency

Outstanding/Very Good/

Good/Satisfactory/poor

b) Financial soundness

Outstanding/Very Good/

Good/Satisfactory/poor

c) Mobilization of adequate T&P

Outstanding/Very Good/

Good/Satisfactory/poor

d) Mobilization of manpower

Outstanding/Very Good/

Good/Satisfactory/poor

e) General behaviour

Outstanding/Very Good/

Good/Satisfactory/poor

Note: All columns should be filled in properly

\* countersigned” by Reporting Officer\* with Office seal.

\*Officer of the rank of executive engineer/Superintending Engineer or equivalent in charge of the equipment installation.

**Note: Client's report issued by private organization shall be accompanied by TDS Certificates.** (Reports must be submitted in sealed cover addressed to The Chief General Manager (OiC), Reserve Bank of India, Estate Department, RBI Kochi)

**Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit**

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

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ between \_\_\_\_\_ (Name of Banker) having its registered office at \_\_\_\_\_ (place) and one of its local offices at \_\_\_\_\_ (hereinafter referred to as the Surety), and Reserve Bank of India, Kochi, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS \_\_\_\_\_ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank by way of earnest money INR \_\_\_\_\_ (INR \_\_\_\_\_ only) in connection with its Tender for **General repairs & repainting (External) of Bank's Office building and its Ancillary structures at Ernakulam North, Kochi-682018** and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. \_\_\_\_\_ Section IV of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to \_\_\_\_\_ instead of deposit of earnest money in cash.

**NOW THIS WITNESSETH:**

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for **General repairs & repainting (External) of Bank's Office building and its Ancillary structures at Ernakulam North, Kochi-682018**

The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5 Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only).

6 This guarantee shall remain in force and effective up to \_\_\_\_\_ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7 The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9 Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before \_\_\_\_\_, the Surety shall be discharged from all liabilities under guarantee thereafter.

10 The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of or and on behalf of above-named Bank. (Banker's Name and Seal)

**Bank Manager**

**(Banker's seal)**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)

Name of the Proprietor/ Partners/ Directors of the firm.

Turnover of the firm for the last 3 years (year wise).

Credit facility/ Overdraft facility enjoyed by the firm.

Dealings

The period from which the firm has been banking with your bank.

Any other remarks.

(Signature) For the Bank

**Note:**

**Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.**

**In case of partnership firm, certificate to include names of all partners as recorded with the Bank.**

**You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.25.00 Lakhs in remarks.**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF**

**Application/Proposal**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We..... (Name of the Bidder and

address of their registered office) do hereby constitute, appoint and authorise 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 tender for **General repairs & repainting (External) of Bank's Office building and its Ancillary structures at Ernakulam North, Kochi-682018**. Including signing and submission of all documents and providing information / responses to RBI, KOCHI, representing us in all matters before RBI, KOCHI, and generally dealing with RBI, KOCHI 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.

Note

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/s

Stamp/Seal of the Bidder

(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).