

RESERVE BANK OF INDIA
ESTATE CELL
BELAPUR, NAVI MUMBAI

PART – "I"

TENDER FOR

Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office building.

Name of tenderer :-

Address :- _____

Due date of submission:- 15th , November, 06. Before 15.00 hrs.

**Reserve Bank of India
CBD Belapur, Navi Mumbai**

Tender Notice

for, Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office building, Sector-10, Plot no. 3 , H. H. Nirmaladevi Marg, Belapur, Navi Mumbai.

1. Sealed tenders in two parts are invited from experienced and well established contractors for **Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office building, Sector-10, Plot no. 3 , H. H. Nirmaladevi Marg, Belapur, Navi Mumbai** as per details given below:

Tender No.	Name of Work	Estimated Cost	Earnest Money	Cost of Tender document	Completion Period
T-	Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office building	19.50 Lakhs	Rs. 39,000/-	Rs.200/-	60 Days from the 10th day of work order

2. **Eligibility Criteria:** Only well established contractors who have experience in the field of undertaking works of **Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office building as described below,**

- Repairs to external "Kent Tile" by cleaning and regrouting/ refilling of the joints of the existing firm surface, removing the loose/ debonded tiles and replacing the same with new matching tile in patch work with polymer based resin and filling the joints with matching shade tile grout.
- Repairs to Dholpur stone by chemical cleaning of stones, regrouting of the joints with tile grout and repainting of the same with 100% acrylic-based paint.

and have executed two or more similar works of repairs to occupied office/ commercial buildings for Government / Semi-Government Departments / PSUs or other organizations/firms of repute in the last three years ended 30th September, 2006 are eligible to apply. To be eligible the value of the works and turnover should be equal to or more than what is specified below.

Tender No.	Value of individual works	Total Turnover per year during the last 3 years
T-	13.50 Lakhs	15 Lakhs

3. **Application for Tender Forms:** Intending tenderers should approach the Estate Cell of the Bank at the address given above during working hours with a written application enclosing attested copies of all the documents as specified below. The attestation should be done by a Gazetted Officer or a notary. The tender forms will be issued only to those contractors who invariably furnish, at the time of applying for purchase of tender-forms, the following information in writing /documents to satisfy the Bank about their eligibility for participating in the tendering process:

- (a) Composition of the firm

Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be submitted along with name(s) and address(es) of the partners, copy of the Articles of Association/ power of Attorney/any other relevant document.

- (b) Work experience & Completion of similar works of specified value during the specified period

Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. In case of works carried out for private firms, the payments received by the applicant along with documentary evidence of Tax Deducted at Source should be submitted to the entire satisfaction of the Bank. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre should also be given.

(c) Creditworthiness of the contractor & their Turnover during the specified period Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders along with the latest final accounts of the business of

the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.

(d) Name(s) and address (es) of the Bankers and their present contact officials.

Written information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact officials (i.e. the persons who can be contacted at the office of their bankers by the Bank in case it is so needed) should be furnished.

(e) Details of bank accounts

Full particulars of their bank accounts, like account no., type, when opened, etc., should be given.

(f) Name(s) and address (es) of the Clients and their present contact executives

Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.

(g) Details of completed works

The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officers/ authorities / departments under whom the work(s) was/were executed should be furnished.

In the event of the intending tenderers' failure to satisfy the Bank, the Bank reserves the right to refuse issuance of tender forms/documents to them.

4. Tender forms will be issued by the office from **10/10/2006 to 31/10/2006** on a non-refundable payment of **Rs.200/- per set** in cash/ Demand Draft favoring Reserve Bank of India payable at Mumbai.

5. Tender forms can also be downloaded from the website www.rbi.org.in . In case of downloaded documents, the said non-refundable sum of **Rs.200/-** in the form of Demand Draft favoring Reserve Bank of India payable at Mumbai along with all the information/documents, mentioned in para 3 above, will have to be submitted in a sealed cover addressed by name to **Shri A.K. Bera, Chief General Manager, Reserve Bank of India, Estate Cell, CBD Belapur, Navi Mumbai 400614 up to 3:00 p.m. on 15/11/2006** for Bank's examination. These separate sealed covers shall be opened on the same day for scrutiny. After scrutiny, if any of the contractors is not found to possess the required eligibility, his tenders will not be opened by the Bank for processing.

6. Tender in prescribed form shall be submitted in two parts. Part-I tender will contain the tenderers' covering letter, tenderers' additional conditions, if any, and the EMD demand draft of a Scheduled Commercial Bank favoring Reserve Bank of India payable at Mumbai and be sealed (in duplicate) in one cover, superscribing **"Part – I Tender for Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office. Part II tender** will contain no conditions but Bank's schedule of quantities, tender drawings, if any, and tenderers' priced bid only and be sealed (in duplicate) in a separate cover, super scribing as **"Part-II Tender for " Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office.**Both these sealed covers should further be sealed in another envelope and addressed by name to **Shri A.K. Bera, Chief General Manager, Reserve Bank of India, Estate Cell, CBD Belapur, Navi Mumbai - 400 614.** Tenders will be received by the Bank up to **3:00 p.m. on 15/11/2006** in the manner described in the tender-form.

7. Part-I of the tenders will be opened at 4:00 p.m. on **17/11/2006** in the presence of the authorized representative of the tenderers who choose to be present. Part-II of the tender will be opened on a subsequent date which will be intimated to the tenderers in advance.

8. The Bank will obtain reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part -I of the tender and his sealed cover containing Part-II of the tender along with EMD will be returned to him as it is. The Bank is not bound to assign any reason for doing so.

9. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason therefore.

Place :

Date :

Signature & Seal of the Contractors

Reserve Bank of India
Estate Cell, Belapur Office
Section A :- Letter of Offer

Place :- _____

Date :- _____

Shri : A. K. Bera
 Chief General Manager
 Reserve Bank of India,
 Estate Cell, CBD Belapur,
 Navi Mumbai 400 614

Dear Sir,

Having examined the Specifications and schedule of quantities relating to the works specified in the memorandum herein after 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 at the rates mentioned in the schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in Conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Condition of Contract and with such materials as are provided for, buy and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

a)	Description of work :	Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office.
b)	Earnest Money Deposit	Rs 39,000/- (Rupees Thirty nine Thousand only).
c)	Estimated Cost	Rs. 19.50 Lakhs
d)	Percentage if any to be deducted from each bill	5% R.M.D
e)	Completion period	60 Days from the 10th day of the date of work order.
f)	Defect Liability Period	12 Months onwards to Virtual completion of work inclusive of one monsoon.
g)	Validity Of Tender	90 Days from the date of opening of part II of the tender
h)	Interim payment of each RA bill	Rs.7.50 Lakhs
i)	Insurance Covers	All as per clause no. 35 on page no. 15
j)	Liquidated Damages on delay	0.25% of the contract value per week

2. Should this tender be accepted, I/We hereby agree to 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 of **Rs. 39,000/- Rupees Thirty nine Thousand only** as earnest money with the Reserve Bank India, which amount will not bear any interest. Should I/We fail to execute the contract when called upon to do so? I/We do hereby agree that this sum shall be forfeited by; me/us to the Reserve Bank India.

Our Bankers are:

i) _____

ii) _____

The names of partners of our firm are:

i) _____

Address : _____

Name of the partner of the firm authorized to sign.

OR

Name or person having Power of Attorney to sign the contract.

(Certified copy of Power of Attorney should be attached.)

Yours faithfully,

(Signature of the Contractor)

Witnesses:

1) _____
(signature)

Address _____

2) _____
(Signature)

Address _____

Seal :

Section B :- Commercial Condition

1. Sealed Tenders in duplicate should be addressed by name to **Shri A. K. Bera, Chief General Manager**, Reserve Bank of India, Estate Cell, C.B.D., Belapur, Navi Mumbai, and Super-scribed Tender for **Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office.** and sent so as to reach him not later than **3 p.m. on 15th November ,06** along with an **Earnest Money Deposits. Rs. 39,000/- Rupees Thirty nine Thousand only** by Demand Draft drawn on a Scheduled Bank in favor of Reserve Bank of India payable at Mumbai. The Tenders should be deposited in person in the Tender Box kept for the purpose in the Estate Cell at the address given above. No other mode of delivery of Tenders is acceptable.
2. Tenders received after **3.00 p.m. on 15th November, 06** or those received without the EMD will be rejected. Tenders should clearly indicate on each copy of the tender under their full signature whether it is original or duplicate copy.
3. It is a two part tender and both copies of tender i.e. original and duplicate of **Part I and Part II**, shall be sealed in separate envelopes. Part I of the tender should contain Commercial Conditions, EMD, and Technical Specifications as specified above, put forth/submitted by the tenderer. The covers containing Part II of the tender should contain only **price bid** duly filled in as per BOQ, and duly signed. The technical specifications specified are in general and the contractors have to carry out the entire scope of work in a workman like manner. First cover of (i. e. Part I) of tender will be opened at **4.00 p.m.** on the same date in the presence of tenders or their representatives, who may choose to be present. Part II tenders of only those tenderers which meet the requirements of the Bank will be opened afterwards, for which the date and the time will be communicated to the concerned tenderers. The un-opened tenders will be returned to the respective tenderers.
4. Tenders shall remain valid for acceptance by the Bank for a period of **three months** from the date of opening of the part II of the tender, which may be extended by mutual agreement and the tenderer shall not cancel or withdrawn during this period.
5. The tenderer must use only the forms issued by the Bank to fill in the rates. Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.
6. The tender form must be filled in English or Hindi and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
7. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of this condition will render the tender void at the Bank's option. No correspondence whatsoever, especially on any changes in rates/specifications will be entertained.
8. Each page of the Tender Documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/ themselves with the General conditions of Contract, General Specifications, Special Condition etc. as laid down. Any tender with any of the documents not so signed will be rejected.
9. The tender submitted on behalf of the firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the tender may be rejected by the Bank.
10. The Earnest Money deposit of **Rs. 39,000/- Rupees Thirty nine Thousand only**) by a Demand Draft issued by a Schedule Bank drawn in favor of Reserve Bank of India, Mumbai shall only be accepted by the Bank. A tender, which is not accompanied by EMD i.e. Demand Draft will not be considered. The EMD paid by the successful tenderer shall be held by the Reserve Bank India as security deposit for execution and fulfillment of the contract. No interest shall be paid on this deposit. The Earnest Money deposit (EMD) of the successful tenderer shall be converted into security deposit (SD). An amount equal to **5%** of the total value of work done will be deducted from Running A/C bills by the Bank as Retention Money Deposit (RMD). The EMD

shall be released after Virtual completion of the work and the rest RMD shall be released after satisfactory completion of defect liability period of **12 months** after due certification of the Bank's Engineer.

11. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Reserve Bank of India also reserves the right to divide the order between two or more tenderers and the contractors shall carry out even the part orders for various items.

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

13. On receipt of intimation from the Reserve Bank of India of the acceptance of his/their tenders, the successful tenderer shall be bound to sign the formal 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 will be binding on the contractor whether such formal agreement is or is not subsequently executed. The cost of necessary stamp paper for execution of the agreement shall be borne by the successful tenderer.

14. The Contractors shall not assign the contract. He shall not sublet any portion of the contract except with the prior written consent of the Reserve Bank of India. In case of breach of these conditions, the Reserve Bank of India may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited without prejudice to other remedies against the Contractor.

15. The Contractors shall carry out all the work strictly in accordance with the drawings, and design and as per detailed instruction of the Bank's Engineer. If in the opinion of the Bank's Engineer, changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the contractor shall carry out the same. The Bank's Engineer's decision in such cases shall be final.

16. The Schedule of Probable Quantities is liable to alterations, as per Bank's requirement. Each tender should contain not only the rates but also the amount of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.

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

18. The rates quoted in the tender shall include for all charges for material, tools and plant, labour scaffolding and disposing the debris generated out of the Bank's premises, etc. The rate shall also be firm and shall not be subject to exchange variations, labor conditions, fluctuations in railway freights or any condition whatsoever. Tenderers must include in their rates, insurance charges, value added tax, Cess, sales tax, excise duty, octroi and any other tax and duty or other levy whether existing or future, levied by the Central Government or any State or Local Authority if applicable. No claim in respect of Sales tax, excise duty, octroi, VAT or other taxes, duty or levy whether existing or in future, shall be entertained by the Employer. Tenderer may please note that, **the relevant Service Tax is not payable by the Reserve Bank as per the notification issued by the Government of India no. 22/ 2006-S.T; dated 31st May,06.**

19. The Contractor should note that, unless otherwise stated the tender is strictly on item rate basis and their attention is drawn to the fact that, rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account. The contractor shall bring it to the notice of the Employer in case of any extra items not mentioned in the Schedule of Quantities during the course of the work and shall only carry out same on written approval from the Bank's Engineer.

20. The contractors 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 them or in any sub-contact connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect thereof. The employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

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

22. The successful tenderer must co-operate with any other contractor appointed by the employer so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Bank's Engineer.

23. **Defect Liability Period:**

The entire work shall be guaranteed for a period of **12 months** inclusive of one monsoon from the date of Virtual completion of work. The RMD **5%** deducted from the bills will be withheld during this period and will be returned only after satisfactory completion of DLP.

Any defects or fault which may appear during the DLP from materials or workmanship shall be rectified within a reasonable time, by the contractor at his own cost. In case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any moneys due or that may become due to the contractor.

24. The Contractor shall arrange to get all the samples of materials to be used in the work approved from the Employer. All the materials/components used for carrying out the work shall be new and of best quality.

25. Time shall be considered as the essence of the contract. The entire work shall be completed within **60 Days** from the 10th day of the date of work order. If the work execution extends during rains, the contractor shall take all necessary care by covering the green works with plastic sheet so that content of cement does not wash away. The contractors shall keep the necessary records of loss of days due to heavy rains duly signed by the Bank's Engineer in the Hindrance register, only this approved period/days of hindrance would be considered for accounting the extension of time in case of any time overrun. The contractors shall strictly follow, to not to have any time over run in any case, failing which liquidated damages at the rate of 0.25% of the contract value per week up to a maximum 10% of the contract value shall be levied. If the external painting is decided to be done after rains, the break period would not be accounted for accessing the time period as scheduled.

26. The Bank reserves the right to terminate the contract if the contractor fails to execute the job within the specified period or fails to keep the program of the work given by the contractor and approved by the Bank.

27. **Mode of payment:** Payment shall be made through R.A. bills for actual quantity jointly measured as the work progresses. Minimum value of each RA bill shall be **Rs. 7.50 lakhs**. Retention money deposit (RMD) of **5%** of each bill shall be deducted. All payments will be made by direct credit to the Bank Account of the contractor for which purpose he should submit a copy of a cancelled cheque leaf of the Bank in which the amount is desired to be credited.

28. In all matters of dispute arising on the work, the matter shall be referred to Chief General Manager, Reserve Bank of India CBD Belapur, Navi Mumbai for decision. If this decision is not acceptable to the party, then the same shall be settled as per the arbitration act.

29. Electricity will be provided free of cost to the contractors. For water, they shall make their own arrangement at site. The power may be made available at one point and the contractor has to arrange to tap the supply following all the safety measures.

30. Unless otherwise agreed upon, the payment for the work to be executed under the contract shall be as stated in the Bill of Quantities.

31. Any material damaged on arrival at site shall be promptly replaced by new, unless the Bank's Engineer immediately upon its arrival inspects the damaged materials and agrees in writing to accept provisionally or otherwise.

32. Materials to conform to specifications - Tests of Material Work etc.

All materials and workmanship shall so far as procurable conform strictly to requirements in accordance described in the schedule with "Bank's Engineer's Instructions" and the contractor shall upon the request of the Bank's Engineer furnish proof to his satisfaction that they so conform and if required shall also furnish all invoices, accounts, receipts and other vouchers for the purpose.

ii) In the case of all products which are in the approved lists of the ISI, no material will be collected at site which does not bear the ISI mark (the institution's affix should be found on the material).

iii) The makes of various materials to be consumed are placed below,

- a) **Ordinary or Pozolana Portland cement 43 Grade:** Ultra tech, ACC, Ambuja.
- b) **Sand:** Double Screened River sand
- c) **Polymers :** Bal Endura , Pidilite,

33. Some of the tender items are provided with provision of basic rates. Price adjustment will be done on either side based on actual price of the material considering the actual measured quantity + 5 % wastage only. Contractors shall provide necessary documentary evidence in the form of actual paid bills to the Bank for this settlement.

34. The rate shall suitably include for disposing the surplus debris out of the premises and handing over the entire completed work in neat and clean condition. Any damages to the property of the Bank, its employees or their guests will have to be borne by the contractor.

35. **Insurance Clause:** The Contractor shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor employees whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to road, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect the maintain until the Virtual completion of the contract with an approved office, policy of insurance in the joint names of the Employer and the contractor against such risk and deposit such policy or policies with the Employer from time to time during the currency of this contract. The contract shall also similarly indemnify the employer against all claims which may be made upon the Employer whether under the workmen's compensation act or any other statutes in force during the currency of this contract or act common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the Virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract. The minimum limit of the coverage under the third party insurance policy shall be Rs.2/- lakhs per person for any one accidental or occurrence and Rs.5/- lakhs in respect of damage to property for any one accident or occurrence.

The contractor shall be responsible for any thing, which may be excluded from the insurance policies above referred to and also for all other damages to any property arising of and incidental to the negligent or defective carrying out of this contract.

He shall also indemnify the employer in respect of any costs, charges or expenses arising out of claim or proceedings of damage arising there from.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising occurring from or in respect of any such claims of damage from any or all sums due or to become due to the contractor.

In addition to the above, the contractor shall insure the work against loss due to fire, for the entire contract amount with an approved insurance company till the virtual completion of the work.

I/We hereby declare that I/We have read and understand the above instruction and the same will remain binding upon me/us in case the work is entrusted to me/us.

Place :

Date :

Signature & Seal of the Contractors
Articles of Agreement

ARTICLES OF AGREEMENT made the ----- day of ----- between the Reserve Bank of India, having its Office at Sector 10, C.B.D. Belapur, Navi Mumbai 400 614 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work **Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office.**, Navi Mumbai and has caused drawings and specifications describing the works to be done to be prepared by Bank's Architects.

AND WHEREAS the said Drawings numbered _____ to _____ Inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractors shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The term "Architect" in the said Conditions shall mean the Bank's Architects for the purpose of architectural planning and designing etc. of the buildings/structures to be constructed under this contract. In the event of their ceasing to be Architects for the work mentioned in this contract for whatever reason such other person or persons as shall be nominated by the Employer for that purpose will function as "Architects".
- 3(a) The Reserve Bank of India will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract (except for the scope of work as defined under clauses 3 above). For this purpose the term "Architect" in the said conditions regarding execution of work, quality of workmanship, quality of materials, progress and completion of the work etc. shall mean the General Manager (Technical)/Deputy General Manager (Technical) or any other person designated for the purpose by the Reserve Bank of India. As far as the operation of the provision under clause 34 of the contract viz. clause relating to settlement of disputes through arbitration, the term "Architect" shall be read as Chief General Manager-in-charge of Estate Department, Reserve Bank of India, Belapur Office, Navi Mumbai - 400 614.
4. The said conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but a Contract to carry out the work in respect **Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office.**, Navi Mumbai to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for the carrying out of all works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **60 days** subjects nevertheless to the provisions for extension of time.
10. All payments by the Employer under this Contract will be made only at Navi Mumbai.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Navi Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank.

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

If the contractor is a partnership or an individual.

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

If the contractor is a company.

Signature Clause

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

Shri. _____

(Name and designation)

in the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED BY.....
in the presence of

(1)

Address

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

(2)

Address

Witness

THE COMMON SEAL OF

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

(1).....

(2).....

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

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by the hand of Shri.....

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

If the Contractor is signing by hand of power of Attorney,

and duly constituted attorney.

individual.

Whether a company or

Reserve Bank Of India
Estate Cell, Belapur
Tender For: Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office,
Navi Mumbai
Section "C"

Scope of work in brief:

Bank's office building at C B D Belapur has ground + 3 upper floors externally cladded with "Kent" brand ceramic mosaic tiles. This building constructed in 1997 and nearly 9 years old. The Kent tile cladding was grouted with white cement on cement mortar backing plaster during the construction. These tiles are now seen de bonded from the surface and falling. The joints of the tiles are seen worn out and giving way to rain water causing severe seepages/ dampness on the internal surface. Due to wear & tear the cracks are also visible at certain locations.

Replacing entire cladding at this stage considering the age of the building would be impractical. Therefore, it is now concluded to clean the tile surface with heavy duty chemicals and regrout the joints with the present polymer based resins after due opening with the special tool. Wherever the tile are loose, they are to be removed and replaced with matching ceramic/ glass mosaic tiles of approved brand grouted with Bal's Gold star resin and joints filled with resin based tile grout. This treatment shall extend the life of cladding at least for next 7 years. The entire treatment has to be carried out in consultation with the manufacturer of the grouts and submitted under stamped 5 years gurantee for 100% waterproof.

The building also has Dholpur stone cladding in sunken panel. This cladding is seen stained black at most of the places due to rain water splashing; the joints are also seen worn out causing seepages / dampness on internal surface. This nuisance is mainly due to absence of drip mould at the edges of the wall. This drip molding is now to be cast in modified polymer mortar in right angle form and treated with similar tile cladding grouted with resins.

The Dholpur stone shall be cleaned with heavy duty chemical cleaner, warn out joints shall be filled with resin based tile grout and finally painted with acrylic / epoxy based matching colour paint as specified in **item no 5**. The entire scope of the work shall be carried out in workmanlike manner in consultation with grout manufacturer and submitted under waterproof gurantee.

Date:

Place:

Signature & Seal of the Contractors

Section 'D'**Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office, Navi Mumbai****General Conditions and Brief Scope of work****A) General Conditions.**

1. The sand to be used in the work shall be **River Sand** and thoroughly sieved and washed.
2. The chemicals to be used in the work shall be of approved make only.
3. Standard measuring boxes shall only be used for measuring of coarse/fine aggregates.
4. Written permission shall be taken at every stage from the Bank's Engineer before proceeding with further work.
5. A qualified, experienced and responsible full time supervisor shall be posted at site that can receive instructions, maintain account of materials etc. take decisions at site, without waiting for the instructions of the Contractor.
6. Curing chemicals are only to be used for repairs of R.C.C. members as per the specifications/instructions of Manufacturers and water curing shall be adopted for waterproofing plaster etc. for subsequent work.
7. All the materials brought to site shall be entered in Stock Register immediately on arrival and both, the Contractor as well as the Bank's Engineer shall maintain account. Also the account of daily consumption shall be maintained and the same shall be subjected to surprise check of the Bank's Official.
8. No mortar shall be mixed on the ground and proper platform shall be provided for such purposes including for the machine mixed Concrete/mortar.
9. Earnest Money Deposit shall be released on issue of Virtual Completion Certificate and the balance Retention money shall be released after one year or one Monsoon whichever is later period of defect liability.
10. The rates quoted shall include removing and refixing up of all the pipelines like water supply. Rainwater, Gas, Soil & Waste lines etc. and no extra claim will be entertained in this regard.
11. The contractors should visit the site and understand the scope of work before quoting for this work.
12. All precautions and safety measures are to be observed while executing the work as per standard safety norms. All the windows/ventilators are to be properly covered to avoid entry of dust/debris etc. till the entire work in the particular building is completed.
13. No lapses from the contractor's side, which may cause damage to the property and injury to the occupants/neighbors in the opinion of the Bank's Engineer, shall be permitted.
14. All insurance covers as per the tender provisions should be taken and submitted to the Bank before commencement of the work.
15. The work has to be carried out with least inconvenience to the occupants and no work can be permitted beyond normal working hours i.e. before 9.00 a.m. and after 6.00 p.m.

16. Program should be submitted before commencement of work so as to enable the Bank to intimate the occupants in advance for smooth working and better progress and the time schedule should be strictly adhered to for each building.
17. No laborers shall be permitted to stay inside the premises after working hours.
18. The contractor has to obtain permission from the local authorities as per the existing local bylaws for such works and the charges/fees if any, has to be borne and paid by the contractor including water and drainage charges.
19. Electricity will be provided free of cost to the contractors. For water, they shall make their own arrangement. The power may be made available at one point and the contractor has to arrange to tap the supply following all the safety measures.
20. The contractor should have valid labour license from Labour Commissioner wherever the number of labourers engaged is 20 or more.
21. VAT/ income Tax etc. shall be deducted at sources as per the laws prevailing on date of payment. Contractors shall suitably include all these taxes while quoting the rates. No claims for any additional payments on account of any taxes or levies whether existing or in future will be entertained under any circumstances.
22. The contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed only on producing the photo pass issued by the Bank's Security Establishment.

Date:

Place: Signature and the Seal of the Contractors

Section 'F'**Repairs to external cladding of "Kent tile" as well as Dholpur stone of Bank's Office, Navi Mumbai**

Sr.No.	Description	Bank's Terms and Conditions.	Whether accepted Yes or No
1.	Validity of Tender	90 days from the date of opening of Part II of Tender	
2.	EMD	By demand draft of Rs. 39,000/- in favor of Reserve Bank Of India, Mumbai	
3.	Prices/Rates	Shall be workable and remain firm for the entire period of Contract.	
4.	Completion Period	60 days from the 10th day of date of work order.	
5.	Liquidated Damages	0.25% of contract value per week maximum up to 10 %	
6.	Defect Liability period	12 months from the date of virtual completion of work.	
7.	Terms of payment	As specified in Para 27 of Section -B	
8.	Tender Forms	Whether all pages of Bank's tender forms have been stamped and signed.	
9.	Period of Gurantee	5Years on Court Stamp of Rs, 100/- as per approved Proforma	
10.	Monetary Gurantee	Rs. 25,000/- against Bank Gurantee for 5 Years.	

Place :

Date :

Signature of Contractor with Seal

Section 'G' - Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

Place :

Date :

Signature of Contractor with seal

**RESERVE BANK OF INDIA
ESTATE CELL
BELAPUR, NAVI MUMBAI**

TENDER FOR

Repairs to various external claddings like "Kent tiles" as well as "Dholpur stone" of Bank's Office Building.

PART – "II"

Name of the tenderer:- -----

Address :- -----

Due date of submission: 15th November, 06 Before 15.00 Hours.

RESERVE BANK OF INDIA
ESTATE CELL, BELAPUR, NAVI MUMBAI

Tender For
Repairs to External "Kent tile" cladding of Bank's Office Building.
Schedule Of Quantities

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Rate Per Unit</u>	<u>Amount</u>
<u>1.</u>	<p>Chemical Cleaning and Joint regrouting: Carefully washing the existing ceramic mosaic(Kent Tiles) 1"x1" square tile cladding with heavy duty tile cleaner preferably of M/s. Bal Endura, M/s. Pidilite or approved equivalent Cleaning again with fresh jet water, Scratching the joints and filling the same with tile grout of M/s. Bal Endura ,M/s. Pidilite or approved equivalent white/matching colour with admixture GT1 properly, Finally again cleaning with diluted to 70 % the similar heavy duty tile cleaner, including providing strong , safe and stable double scaffolding along with suitable working platform, Curing, clearing and handing over all complete as directed by the Bank's Engineer, and as per the sampling done at ground level. (The Chemicals and the tile resins or grouts brought to site shall be accounted on day to day basis. The consumptions and procurement shall be forwarded to the Bank's register every close of day for consumption record.)</p>	8,500 Sq. Mtr.	Per Sq. Mtr.	
<u>2.</u>	<p>Replacing the Ceramic mosaic tiles in patch work: Carefully removing the existing loose and debonded Kent tile cladding from the external surface, Providing and Fixing similar approved ceramic/ glass mosaic 1"x1" square tile cladding of matching colour in pattern preferably of M/s. Plazzo, Kent, Glass Italia, Bizazzo or approved equivalent on warn out or removed surface in patch work with specific tile adhesive suitable for such cladding preferably of M/s. Bal Chemical's "Diamond star (White)" or approved equivalent, Filling the joints with similar brand tile grout + Admix GT1 of as specified in item no. 1 above in perfect matching surface line, including providing strong , safe and stable double scaffolding along with suitable working platform,, Curing, clearing and handing over all complete as directed by the Bank's Engineer, (The basic prize of the tile cladding shall be considered as Rs. 400/- per Sq. mtr. while quoting which shall be inclusive of all taxes, including delivery at site.)</p>	400	Per	

		<u>Sq. Mtr.</u>	<u>Sq. Mtr.</u>	
<u>3.</u>	<p><u>Casting Edge Drip molding:</u> Removing carefully the existing tile finish at edge, making the surface rough by chisel and Providing and Fixing drip molding created out of SBR based polymer cement mortar 1:3 at the top edge of the external cladding panel in right angle form accommodating 1 tile size ceramic mosaic tile in vertical and 2 tile in horizontal direction, using special adhesive including finishing the mold with similar tile as specified in item no.'2' above, providing double scaffolding, Curing, clearing and handing over all complete as directed by the Bank's Engineer,</p>	<u>100</u> <u>R. mter.</u>	<u>Per</u> <u>R. mter.</u>	
<u>4</u>	<p><u>Backing Plaster :</u> Carefully removing the existing loose/ bulged backing plaster and replacing the same with new 10 to 12 mm thick CM 1:4 backing plaster made in perfect line & level made rough to receive the tile cladding including providing double scaffolding, Curing, all complete as directed by the Bank's Engineer,</p>	<u>100</u> <u>Sq. Mtr.</u>	<u>Per</u> <u>Sq. Mtr.</u>	
<u>5</u>	<p><u>Chemical Cleaning and Joint regrouting of Dholpur stone cladding:</u> Carefully washing the existing Dholpur stone cladding with heavy duty tile cleaner preferably of M/s. Bal Endura, M/s. Pidilite or approved equivalent Cleaning again with fresh jet water, again cleaning with industrial variety Hydro chloric acid, Scratching the joints and filling the same with matching colour tile grout of M/s. Bal Endura ,M/s. Pidilite or approved equivalent white/ colour with admixture GT1 properly, Finally again cleaning with diluted to 70 % the similar heavy duty tile cleaner so as to remove the black stains completely ,Applying a coat of Anti fungus wash and finally applied with two coats of 100% Acrylic paint of M/s. Asian, Bombay Paint or approved equivalent matching to stone shade, including providing strong , safe and stable double scaffolding along with suitable working platform, Curing, clearing and handing over all complete as directed by the Bank's Engineer, and as per the sampling done in one panel.</p>	<u>485</u> <u>Sq.Mtr.</u>	<u>Per</u> <u>Sq. Mtr.</u>	
	<u>Total Amount</u>			

Rupees (_____)

Note: 1) Price adjustment will be done over basic prize mentioned in the tender based on actual purchase prize decided by the Bank. Only actual measured quantity will be considered for prize adjustment and no wastage would be entertained. Contractors shall keep a note of this while quoting.

2) The Tenderer shall note that, the **service tax** is not payable by the Reserve Bank of India as per the Govt. of India notification no. 22/2006-S.T. dated 31st May,06

3) The entire scope of work described above in item nos. 1 to 5 above should be submitted under **5 years 100 % waterproof gurantee** on 100 Rs. court stamp paper onwards to the date of completion. Any dampness/ seepages if observed during the above gurantee period shall be attended on the spot be regrouping or replacing the surface and assuring 100% watertight conditions.

4) The tenderer shall also provide **work performance Bank gurantee for Rs. 25,000/-** valid for 5 years onwards to date of virtual completion.

Place:

Date :

Signature and seal of the Contractors.