



**Reserve Bank of India
Estate Department
Jaipur**

**e-tender for external Painting and Repair work of Residential Blocks of Officers'
Quarter at Gandhinagar, Jaipur**

Reserve Bank of India, Jaipur invites e-tender for external Painting and Repair work of Residential Blocks of Officers' Quarter at Gandhinagar, Jaipur in two parts from eligible bidders. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All the eligible firms /contractors must register themselves with MSTC Ltd to participate in the tendering process. The Schedule of e-Tender is as follows:

a. e-Tender Name	External Painting and Repair work of Residential Blocks of Officers' Quarter at Gandhinagar, Jaipur
b. e-Tender no	RBI/Jaipur/Estate/366/22-23/ET/544
c. Estimated cost of the work	Rs.28,84,500/-
d. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
e. Date of NIT available to parties to download	January 12, 2023 after 16:00 Hrs
f. Eligible Vendors	Only empanelled vendors of Reserve Bank of India, Jaipur Office in Civil trade Sub-category 1.1 for works costing more than Rupees 25 lakh are eligible to participate in the tender.
g. Earnest Money Deposit	Rs 57,690 (Rs. Fifty-seven thousand, six hundred and ninety only) through NEFT - details as below along with the Part I / Technical – Commercial Bid. IFSC Code – RBIS0JPPA01 A/c number – 8692299 (Fifth digit in IFSC code is zero) All bidders (including MSME) need to submit EMD.
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	January 12, 2023 after 16:00 Hrs
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	February 09, 2023 up to 14:00 Hrs
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date & Time of opening of Part- II (i.e. Price Bid)	February 09, 2023 at 15:00 Hrs Date and time of opening of price bid will be informed separately to all the eligible bidders later through email.
k. Transaction Fee	To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

Please note that there is no tender fees to download the tender document from Portal.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.

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.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.



**Reserve Bank of India
Estate Department
Jaipur**

**Name of the E-tender
External Painting and Repair work of Residential Blocks of officers'
Quarter, Gandhinagar, Jaipur**

Part I

**Techno-Commercial
Bid**

Name of Bidder:.....

Address:.....

Telephone no:.....

Email Address:.....

Last Date and time of submission of bid/tender: **February 09, 2023 up to 14:00 Hrs.**

Note: Scanned and Signed copy of Part I need to be upload on MSTV website at relevant tender. Part II directly submit at MSTC.

Reserve Bank of India (RBI)	
Estate Department	
Jaipur	
E-Tender: Part I / Techno- commercial bid	
Section I : Commercial Conditions	
1.1	Name of work: RBI JAIPUR invites tender of “ External Painting and Repair work of Residential Blocks of officers’ Quarter, Gandhinagar, Jaipur ” in two Parts from eligible bidders. It is E-tender and service provider is MSTC. Refer Annexure I for E tender procedure.
1.1.1	Estimated cost of work : Rs. 28,84,500/-
1.1.2	Earnest Money Deposit: All Bidders needs to be submitted EMD of Rs.57,690/- However, MSME firms are exempted for submission of EMD. Necessary MSME registration certificate is needed to be uploaded along with tender.
1.1.3	Time for completion of work : 3 month from 14th day of the date of work order
1.1.4	Transaction fee of tender will be directly submitted at MSTC website
1.1.5	Date of start of tender : January 12, 2023 after 16:00 Hrs.
1.1.6	Last date and time of submission of tender : February 09, 2023 up to 14:00 Hrs.
1.1.7	Date and time of opening of Part I of tender: February 09, 2023 at 15:00 Hrs.
1.1.8	Date and time of opening of Part II of the tender: Part II will be opened on same day if there will be no deviation submitted by the bidders. Otherwise the Part II will be opened on the other date which will be communicated to bidders through email.
1.1.9	Contact person: (Name, Email, Mobile): Ashok Kumar Gupta, ashokk Gupta@rbi.org.in , 9717108444
1.1.10	Eligibility Criteria: (i) All Empaneled contractors of RBI (The Bank), JAIPUR office in Civil trade under sub-category 1.1 for works costing more than Rs 25 Lakh .
1.2	Tendering Process: The tender documents shall be forwarded through email. All corrigendum, addendum and further communication shall be forwarded through email only. The tenders for the above work in two parts i.e. Part I contains technical specifications & terms and conditions. Part II contains only rates of items. Tender shall be submitted on MSTC website (refer Annexure I). Scan and Signed copy of Part I will be uploaded on MSTC website and rates of Part II will be directly submitted at MSTC website.
1.3	Part II (Financial bid): Part I will be opened the date and time mention above. No deviation will be accepted in Part I of tender. If firm put deviation in the tender. Their tender may out rightly reject. Part II will be opened for those bidders who qualified in Part I of the tender. After scrutiny of tender, lowest quoted amount in the Part II will be declared L1 bidder/successful bidder and tender will be awarded.
1.4	The rates quoted in Part II of tender shall be firm and shall include charges of GST, levies, consumables, labour, transport, insurance, removing of debris from the site etc. Bidders are advised to inspect the site before quoting. This is item rate tender and all items are to be executed as directed by Technical officer deputed in the Bank.
1.5	Transaction fee is required to submit by all the intended bidders to MSTC website. The EMD need to submit as shown above in A/c No. 8692299, Account name RBI Jaipur, IFSC Code:RBIS0JPPA01 (0=Zero) through NEFT/ Mobile Banking/ RTGS {Intimate/ forward the transaction details to estatedeptjaipur@rbi.org.in }. If bidder is fails to submit the EMD as per clause 1.1.2 of the tender, their tender may cancel, and firm may be blacklisted from empanelment. EMD of the successful bidder will be released after

	<p>submission of Performance Bank Guarantee and EMD of the other bidders will be released after award of work. EMD should be interest free.</p> <p><u>EMD shall be forfeited if the Bidder:</u></p> <p>(i) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or</p> <p>(ii) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.</p> <p>(iii) has been blacklisted by any Government agency and the blacklisting is still in force.</p> <p>(iv) If bidder fails to complete the work.</p>
1.6	<u>Validity of tender:</u> The tenders shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part I of tender.
1.7	<u>Signing of Contract Agreement</u> The Part I and Part II both will be part of contract and subsequent correspondence corrigendum, addendum. The successful bidder shall be bound to implement the Contract as per annexure -II within 14 days from the date of work order. The cost of necessary stamp paper (Rs 500) for execution of the agreement shall be borne by the Bidder. The format of agreement is attached at annexure-II.
1.8	<u>Time Period:</u> Entire work shall be completed as indicated above, failing which liquidated damages at the rate of 0.25% of the contract value per week to a maximum of 10% of the contract value will be recovered for delay beyond the contractual period of completion. The work is allowed to be carried out during office hours (9:30 AM to 5:30 PM). The successful bidder is required to make entry passes before start of work for their workers. Special permission is required for working on holidays/late ours apart from regular entry pass.
1.9	<u>Extension of time: (before expiry of original date of completion)</u> If the L1 bidders desire any extension of time for completion of work on grounds of there having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrance. Such application shall contain complete details of hindrances, which hindered the contractors in the execution of the work and reference to record of entry in the Hindrance Register. The Bank will grant the extension of time, without prejudice to Bank's right to recover liquidated damages or compensation under relevant contract clause. The hindrance due to the Bank will not be the part of calculation of liquidated damages.
1.10	<u>Safety and statutory measures:</u> The bidder shall take all safety measure during the execution of the work. The Bank will not accept any liability for any mishap / accident caused while working. The bidder shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provision of the Payment of Wages Act,1936 Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act,1970, Payment of Bonus Act 1965 amended till date or any other labour law/statute in force in this regard.
1.11	<u>Cleanliness:</u> All debris shall be disposed of by the bidder as per the rules and regulation of local authorities concerned beyond the property limits and the site shall be kept free of safety/ fire hazards.
1.12	(i) <u>Performance Bank Guarantee (PBG):</u> A Performance Bank Guarantee in prescribed Format as per annexure –III, for an amount equal to 5% of the contract value,

	<p>valid for the entire period of currency of contract shall be submitted by the successful tenderer for due fulfillment of the contractual obligations which will be released after virtual completion of the work. EMD of successful tenderer will be refunded only after submission the Performance Bank Guarantee</p> <p>The vendor need to extend the period of validity of PBG up to extended time in case any extension of time for completion of work is granted by the Bank. Bank will not pay any charges for extending the validity of PBG for such extended period.</p> <p>(ii) Retention Money (RM): In addition to the Performance Bank Guarantee, as a further security for due fulfillment of the contract by the contractor, 5 % of the value of the work done will be deducted by the Employer from each payment to be made to the contractor till the total recovery amounts to 5% of the contract. On the Bank's Engineer issuing a certificate of the virtual completion of the work, the Performance Bank Guarantee will be released. Retention money will be released by the Bank only after successful expiry of defect liability period and after carrying out rectification of the defects, if any, pointed out during the defect liability period. All defect will be rectified free of cost during one year of DLP. All Penalties, if any mentioned in the tender, will be recovered from security deposit account.</p>
(i)	<p>Non-Disclosure clause: The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder 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 Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
(ii)	<p>The Bidder / Agency shall comply 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 bank, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder / Agency and the Bidder/Agency shall ensure appropriate action under the said Act in respect to the complaint. The bidder shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.</p> <p>(i) Any complaint of sexual harassment from any aggrieved employee of the bidder against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p>

(iii)	<p>Termination for Default:</p> <p>(a) The Bank may without prejudice to any other remedy for breach of Contract, by Seven Days (07) days written notice of default sent to the Bidder and upon the Bidder's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:</p> <p>(i) If the Bidder fails to deliver any or all of the items/works within the time period(s) specified in the Contract; or</p> <p>(ii) If the Bidder fails to perform any other obligation(s) under the Contract.</p> <p>(b) On termination of the Contract for default, the EMD of the Bidder will be forfeited.</p> <p>(c) On termination of the Contract for default, action will be taken to blacklist the Bidder.</p> <p>(d) Bank has right to go in court of law if such case is arrived.</p>
(iv)	<p>Insurance: The bidder shall obtain and maintain insurance policies for the entire currency of contract during the execution of the work:</p> <p>a) work man compensation for working men</p> <p>b) Third party liability (Rs 1 lakh per accident maximum for 3 accident)</p> <p>c) Contractor's all risk policies for contract value</p> <p>The vendor need to extend the period of validity of all type of insurance up to extended time in case the any extension of time for completion of work is granted by the bank. Bank will not pay any charges for extending the validity of all type of insurance for such period.</p>
(v)	<p>Payment Condition:</p> <p>(a) Minimum value of Interim bill is Rs.10.00 lakh</p> <p>(b) After completion of work, Vendor has to intimate the Bank in writing within 15 days and get the work certified by the engineer in charge.</p> <p>(c) All bill is liable to deduct TDS@1% or 2% of contract amount (1% in case of individual firm and 2% for company) and 1% of contract value each of CGST and SGST on TDS.</p> <p>(d) Bill will be paid within 30 days from the date of submission to the Bank.</p>
(vi)	<p>Quantity of tender items are indicative which may increase and decrease during execution of the contract in the range of plus minus 25%.</p>
(vii)	<p>Extra Item: If the quantity of any of the tender items increases 25% beyond the tender item quantity, such items shall be treated as Extra items and the rates of these shall be prepared on the basis of market rate analysis.</p>
(viii)	<p>The Bank reserves the right to reject any or all the tenders before award the contract.</p>
(ix)	<p>Special Condition:</p> <ol style="list-style-type: none"> 1) The tenderer is advised to inspect the proposed site of work to understand the scope of work. The rates shall be quoted considering the site conditions/Undulations of the surface and other factors. Any claim regarding the variation of the quantity of item / sub item of the work due to non-consideration of the above factors will not be entertained and will be rejected. 2) Successful bidder has to carry out the work on at least two working front (engaging two team simultaneously) to completed the work within given time frame. 3) Area under consideration for work will be handed over to the successful bidder only for said work. Contractor should get the approval of the brand of material

before start of work. Complete area need to be cleaned including balconies of flats, nearby area of the residential blocks after completion of work. Contractor is advised to use Masking tape for covering of plumbing, carpentry and electrical fittings is to be done prior of coating work. Masking tape is also required to be use at the border line between two different type/shade/texture of paint and also between new paint/coat and old paint where no painting work is proposed or not in scope of this contract. Painting and Repair work may be started only after get the covering/masking checked by Engineer in charge/ concerned junior Engineer. Extreme care should be taken to see that the existing structures/fittings/finishes in any flat/ Balcony/Staircase/Mumty/ roof area or nearby area are not damaged/ defaced. Any damages caused during the execution of the work shall be made good at the cost and responsibility of the contractor.

- 4) Extreme care has to be taken during the painting of the nearby area. There should not be any traces/stains of the paint/primer on any of the floor/fitting/mesh/wooden frame/fitting of door. Care should also be taken for painting for parapet area as adjacent to parapet, there are balcony of lower floor and there should not be any paint stains on the lower balcony floor/ outer wall and on any goods kept in the balcony. This work should be carried out with the co-ordination with care taker and before start of work for any of the Block, Vendor need to inform the care taker to ensure that all the goods kept in the Balcony have been removed. If there is any claim by the resident for stains on goods due to paint or related work vendor need to get it cleaned as per the satisfaction of the resident. If any of the fitting gets faded or stains due to paint/coating or related work, contractor need to replace them with same specification or same rate without any charges.
- 5) All the material should be of approved make.
- 6) Cleaning/housekeeping of site on daily basis is mandatory. Deduction of Rs 500/- (Inclusive of GST) will be made from RA and Final bill, if cleaning/housekeeping of site is not done on daily basis, at the end of working time.
- 7) Vendor need to submit/execute sample of work for each item of work for approval regarding the basic price, specifications, shade/color of each of the item before procurement and execution of work.
- 8) Vendor has to execute samples of each of the item of work for the approval of the Bank. Without the prior approval of the Bank. Quantity of the material to be procured is responsibility of the vendor. Bank is not responsible for excess/shortage for quantity of material procured and same will not be considered for the cause of delay.
- 9) **Measurement** -The Assistant Manager (Tech)/Manager (Tech) 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 Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all

	<p>assistance required by any of them. If the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager(Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements. The firm / contractor needs to provide well binding hard cover computerized Measurement Book for contract more than Rs.10.00 Lakh as per the Standard format given by the Bank.</p> <p>10)Removal of improper work -The Employer shall, during the progress of the 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 Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, 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 the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.</p>
Date	Signature of the firm
Place	(By a person holding the Authority/Power of Attorney)

Safety code

- (i) First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
 - (ii) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
 - (iii) Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
 - (iv) 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 handrail shall be engaged for holding ladder.
 - (v) The excavated material shall not be placed within 1.5 meters of the edge of trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
 - (vi) 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.
 - (vii) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalts, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
 9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
 10. (i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
(ii) The workers should supply suitable facemasks for use when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
 11. Overalls (Protective clothing) shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
 12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
 13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

14. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
15. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
16. Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
17. 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.
18. 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.

Signature of contractor

Date

Place

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The scope of work covered under this contract comprises the General Repairs and Repainting of external surfaces of Residential Blocks of officers' Quarter, Gandhinagar, Jaipur

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 upto 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 architect/employer regarding the quality/standard of workmanship shall be final and binding on the contractor.

MATERIALS:-

Scaffolding

Scaffolding shall be sound and strong, tied properly, over which the platform shall be fixed on which the workers / labours shall work at all heights.

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.

Contractor is the sole responsible for any damage to the property or any loss of life due to the negligence on this regard shall be at the Contractor's account.

(1) Preparation of surface

The surface shall be scrapped thoroughly to remove existing painted surface or any type of painting or any other protective film. Any major patch repair or crack shall be cut out and made good as specified under Patch Repairing. Cracks may be wetted thoroughly prior to filling or priming paint may be applied to the sides of the cracks to

avoid undue absorption of water and subsequent shrinkage of the filling. For filling plaster of Paris gauged with about one third of its volume of hydrated lime or approved filler material.

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

Existing painted surface or any type painting shall be totally removed prior to repainting. The surfaces shall be wetted before scrapping.

Grassy or oily spots in the surface should be removed by approved method. One coat of chalk and glue may be applied before application of approved paint. The rates quoted shall include all the above operations.

(2) Applications of Exterior Painting

The surface shall be prepared in the similar fashion as specified under preparation of surface complete and all as per manufacturer's specifications and as directed by the Bank's Engineer. In addition, any existing fungus or mould growth shall be completely removed by thoroughly scrapping and rubbing down with bristle brush and sand paper and then washing down with clean water and allowed to dry. The surface shall be brushed with a soft bristle to remove any dust particles 24 hours after the wash.

(A) 100% Acrylic paint.

Preparation

The ready mixed premium quality 100% Acrylic paint shall be prepared strictly according to the manufacturer's specification.

Application of painting and primer

The painting shall be carried out as follows.

(i) Work is to be carried out as per the manufacturer's specifications.

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

(3) Painting for other surfaces

(A) Acrylic Distemper / Premium Quality Interior Plastic Emulsion Paint

The paint shall be of approved manufacturer and shade.

- (i) Preparation of surfaces - The surfaces shall be prepared according to the instructions under preparation of surface complete and all as per the manufacturer's specifications and as directed by the Bank's Engineer. In addition, before application of primer coat the surface shall be cleaned with water and allowed to dry.
- (ii) Preparation of paint – The paint shall be prepared strictly according to the manufacturer's instructions and specifications.
- (iii) Application of painting and primer
 - (a) Before application of primer coat, the surface shall be thoroughly dusted and then a coat of approved primer shall be applied. After allowing the surface to dry, the surface shall be sand papered lightly and indentations, unevenness etc. shall be made up by giving a coat of putty to obtain a uniform and plain surface.
 - (b) First coat of approved paint of approved brand and shade one or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush / roller.
 - (c) After allowing the surface to dry for a minimum period of 18 hours, light sand papering and touching up uneven spots with putty, second coat of paint shall be applied. This coat may be of final shade where coats of paint is specified. Where painting is specified to be in three coats, the shade of paint of the second coat may be one tone lighter than the final shade. The third coat where specified

shall be of final approved shade. The final coat of paint shall always be finished by using rollers to obviate brush marks.

The paint shall be of approved manufacturer and shade.

- (i) Preparation of surface – The surfaces shall be prepared according to the instructions under preparation of surface. In addition, before application of primer coat the surface shall be cleaned with water and allowed to dry.
- (ii) Preparation of paint – The paint shall be prepared strictly according to the approved manufacturer's specifications and directions.
- (iii) Application of paint - First coat of paint of approved brand and shade one or two tones lighter than the final approved shade shall be applied uniformly by using soft bristle brush.

(C) Enamel painting – wood and plaster surface

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

exposed. If old paint is oil paint and in good condition, surface shall be sand papered and cleaned.

- (e) Painting shall be carried out as much as possible in dry and warm weather. Two or more coats of paint shall be applied to the surfaces as per schedule of work.

Application of paint - The enamel paint shall be of first quality unless otherwise specified. The painting work shall be carried out as per manufacturer's specification and as specified under.

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

(4) Enamel painting to steel work

- (a) The work shall Project of Generally be carried out as per latest version of IS 1477 (1959), wherever applicable and as directed by the Engineer.
- (b) The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by 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 oil corrosive metal primer as specified 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.

(5) Painting CI, GI, Asbestos etc. pipes and fittings

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

MODE OF MEASUREMENT

The method of measurement for various items in the tender shall be generally in accordance with the IS: 1200.

NAME AND ADDRESS OF THE CONTRACTOR: SIGN & SEAL OF THE CONTRACTOR:

Date:

Place

Approved Make of Material

The list of materials of approved make having ISI mark/manufacture are as follows:

Note:

- a) All the materials shall be first quality ISI marked/confirming.
- b) The contractor shall use materials of any one of the brands listed below or any other equivalent brand having BIS/ISI marking with the approval of the Engineer-in-Charge.

Sr No	Material to be used	Approved brand / Manufacturer
1	100% Acrylic paint	M/s Asian, M/s Berger, M/s Nerolac, M/s ICI paints, M/s Shalimar, M/s Jenson & Nicholson, M/s Dulux.
2	Polymer Based Construction Chemical	M/s Pidilite, M/s Fosrock, M/s Ardex Endura
3	Distemper , Synthetic enamel, Plastic emulsion.	M/s Asian, M/s Berger, M/s Nerolac, M/s ICI paints, M/s Shalimar, M/s Jenson & Nicholson, M/s Dulux.
4	Metal Primer (Zinc Chromate yellow & Cement Primer	M/s Asian, M/s Berger, M/s Nerolac, M/s Shalimar, M/s Dulux.
5	Crack Filler	M/s Dr.Fixit, M/s Fosroc, M/s Asian, M/s Shalimar.
6	Rust Remover	M/s Dr.Fixit, M/s Fosroc, M/s Asian, M/s Shalimar.
7	Welding Rod	Advani Make

Signature of contractor

Date

Place

Section-III (Un-priced financial- bid/ Part-II)

Sl no	Items	Unit	Quantity	Amount (Inclusive of GST)
1	<p>Repairs to plaster Repairing the damaged portions of wall plastering. Providing external Plaster of 12 mm to 20mm thick and match with existing surfaces with cement mortar 1:4 (one cement and four sand) and bonding coat of adhesive as per existing design / pattern and thickness with near finish, in patches to match with the adjoining surfaces including carefully chipping and breaking the existing damaged plaster at all levels and floors and carting away the debris, curing, necessary scaffolding/Jhulla/Ladda etc. Complete as directed Areas to be jointly assessed before take up the work. Vendor is strictly advised to visit and assess the quantum of work specially for this item.</p>	sqm	500	
2	<p>Providing and applying two or more coats of 100% Premium acrylic smooth exterior emulsion paint with silicon additives, high sheen etc. of approved make & shade as per the manufacturer specifications over a coat of exterior primer of approved make as per the manufacturer specifications / specifications over the cleaned exterior surfaces of walls, beams, columns, canopies, balconies, sun-shades, parapet walls, both side of the boundary wall , staircase blocks etc. all complete as required at site as directed by the Bank's Engineer-in-Charge and considering the sequences as explained/described below:-</p>	sqm	19500	

	<p>A). Making suitable & safe arrangement for painting at height using scaffolding / Jhulla / Laddar etc., with all safety measures like belts, helmets etc. for all height etc. all complete as required at site as directed by Bank's Engineer- in - charge.</p>			
	<p>B).Carefully scraping, cleaning the entire surface / area with wire brush as per the manufacturer specifications and sprinkling water including providing and applying protective film of approved make over the algae affected areas of external surfaces as per the manufacturer specifications which inhibits / prevents the growth of algae and fungi by forming a film to the algae / fungi etc. all complete as per the site requirements as directed by the Engineering -in - Charge including cleaning the entire area after completion of the work .</p>			
	<p>C)Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface wherever required even and smooth complete.</p>			
	<p>D). Filling all the hair line cracks with undiluted crack sealer of approved make as per the manufacture specification including providing and applying one coat of primer over entire area as per the manufacturer specification of approved make etc. all complete as required at site as directed by the Bank's Engineer-in-Charge including cleaning the entire area after completion of the work.</p>			

	E). Providing and applying two or more coats of 100% Premium acrylic smooth exterior emulsion paint with silicon additive (Two or more coats applied @ 1.43 ltr/ 10 sqm) after primer as per the manufacturer specifications / tender part-I specification of approved make and shade by using exterior approved quality roller / painting brush as per site conditions to achieve the desired finish, etc. all complete as required at site as directed by the Bank's Engineer-in-Charge including minimum 5 year warranty.			
3	SEP on Wooden/Metal Surface Providing and applying two or more coats of 1st quality synthetic enamel paint of approved make and shade to wood surface/ commercial board surfaces in doors, windows, shelves, meter box, cupboards, railing, MS gate etc. all as per the specifications including scraping, wooden primer/metal primer, surface preparation using putty, cleaning of surfaces, scaffolding/Jhulla/Laddar etc. as per the manufacturer specifications / tender part-I specifications etc. all complete as per the site requirements as directed by the Engineering -in -charge including cleaning the entire area after completion of the work. a). On external mild steel/ wood surface of all windows, all doors, all railing of balcony, all grills, all gates, garage shutter etc., (for all buildings/blocks, community hall, security guard cabin), boundary wall grills (only RBI colony portion) and gates. Indicative approximate quantity/ area.(Inclusive of all the co-efficient)	Each	1	

	for all type of buildings = 1800.00 Sqm).			
4	Exposed Pipe lines Carefully scraping, cleaning the entire surface / area with wire brush and painting (one or more coats) on all GI pipes / CI pipes on external faces/shaft of blocks, rainwater, MS pipe railings, soil, waste and vent pipes and fittings with synthetic enamel paint of approved brand and manufacture and required colour on old work all complete as required at site as directed by the Bank's Engineer-in-Charge.	L.S.	L.S.	
	Note:			
	1). Contractor shall submit the warranty certificate issued by manufacturer of paints along with the final bill.			
	2.) The quoted rate shall include the cost of preparation of surface using sand paper or any other mechanical device etc. complete as per manufacturer's specifications or as directed. The rate quoted should be inclusive of providing & fixing required scaffolding for carrying out the work at all heights & level, curing, cleaning , removing the debris outside Bank's premises, etc. all complete as directed by Bank's Engineer.			

	<p>3). The quoted rates of all the items shall include the cost of all materials, wastages, labour of all description, necessary scaffolding/Jhulla/Laddar up to parapet height and carrying out the work at height and as per specifications and as directed by Engineer-in-Charge , sundries, taxes of all types, levies , all operations which may or may not be detailed here but are necessary for satisfactory completion of all item of work, insurance premium, contractor's profit and overheads etc. complete and shall be deemed to have been quoted for the finished item of work to be measured at site.</p>			
	<p>4). Rates shall be inclusive of preparation of surface with best possible way of scrapping of the existing paint with suitable sand paper from all the wooden & steel surfaces including cleaning etc. all complete as per the tender part-I specifications / manufacturer specifications as required at site as directed by the Bank's Engineer-in - Charge including cleaning the entire area after completion of the work.</p>			
	TOTAL			

Date

Signature of the firm

Place

(By a person holding the Authority/Power of Attorney)

Annexure I

Important instructions regarding e-tender

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

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

1.	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, JAIPUR is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprochome/rbind</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement→PSU /govt depts→ RBI JAIPUR→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, JAIPUR, (before the scheduled time of the e- e-Tender).</p> <p>Contact person (MSTC):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1) Mr Sumit Chakraborty</td> <td style="width: 50%;">2) Shri Vikas Agrawal</td> </tr> <tr> <td>Deputy Manager (NRO)</td> <td>Assistant Manager</td> </tr> <tr> <td>Mobile no: 7043414496</td> <td>Mobile no- 9004311440</td> </tr> <tr> <td></td> <td>Email - vagrawal@mstcindia.co.in</td> </tr> <tr> <td>Landline-01132068276</td> <td>Email- smohanta@mstcindia.co.in</td> </tr> </table>	1) Mr Sumit Chakraborty	2) Shri Vikas Agrawal	Deputy Manager (NRO)	Assistant Manager	Mobile no: 7043414496	Mobile no- 9004311440		Email - vagrawal@mstcindia.co.in	Landline-01132068276	Email- smohanta@mstcindia.co.in
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Landline-01132068276	Email- smohanta@mstcindia.co.in										

	<p>Contact person (RBI JAIPUR):</p> <p>Shri Harshad Kelkar, Assistant Manager, Estate Department</p> <p>MOB: 8828202902</p> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprochome.</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, JAIPUR. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the e-Tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee is online on MSTC site</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular e-Tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom Of the page. Then the page appears where the vendors are required to fill up the</p>

	<p>transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Contact Details:</p> <p>Shri Vikas Agrawal</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Deputy Manager (NRO)</td> <td style="width: 50%;">Assistant Manager</td> </tr> <tr> <td>Mobile no: 09971668889</td> <td>Mobile no- 9004311440</td> </tr> <tr> <td>Email: umesh@mstcindia.co.in</td> <td>Email- vagrawal@mstcindia.co.in</td> </tr> <tr> <td>Landline-01132068276</td> <td>Email: umesh@mstcindia.co.in</td> </tr> </table> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>	Deputy Manager (NRO)	Assistant Manager	Mobile no: 09971668889	Mobile no- 9004311440	Email: umesh@mstcindia.co.in	Email- vagrawal@mstcindia.co.in	Landline-01132068276	Email: umesh@mstcindia.co.in
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Landline-01132068276	Email: umesh@mstcindia.co.in								
5.	<p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI JAIPUR and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>								
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, JAIPUR as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>								

7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the e-Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprchome/rbind of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAIPUR.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments → RBI JAIPUR Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p>NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission</p>

	<p>and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAIPUR has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.

- | | |
|-----|---|
| 16. | The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders. |
|-----|---|

रार (सफल निविदाकार से)

ARTICLES OF AGREEMENT (for successful bidder)

(On the Rs.500/- stamp paper)

यह समझौता अनुबंध भारतीय रिजर्व बैंक, जयपुर) जिसके बाद बैंक कहा जाएगा (और _____ के मध्य दिनांक _____ को) इसके बाद " ठेकेदार " कहा जाएगा(निष्पादि त कि या गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Jaipur (hereafter called "The Bank") of the one part and _____ (thereinafter called "the Contractor") of the other part.

जहां _____ बैंक _____ वांछित _____ है,
(_____)
और किए गए कार्य का विशिष्ट वर्णन करें।

WHEREAS The Bank is desirous of
(_____) and has caused specifications describing the works to be done.

और उक्त विशिष्टताओं के अनुसार, मात्रा और रेखाचित्रों की अनुसूची पर या पार्टियों की ओर से हस्ताक्षर किए गए हैं।

AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.

और ठेकेदार ने इसके आगे उल्लिखित शर्तों तथा परिणाम की अनुसूची तथा ठेके की शर्तें (जिन्हे) इसके आगे सामग्री रूप से "उक्त शर्तें" कहा गया है) के अधीन उक्त अरेखनों में दर्शाये गए और/या उक्त विनिर्देशों में वर्णित तथा परिणाम की अनुसूची में सम्मिलित निर्माण कार्य को उनमे निर्दिष्ट दरों के अनुसार हिसाब लगाई गयी कुल राशि पर या ऐसी अन्य राशि पर , जो उनके अधीन देय हो (जिसे इसके आगे "उक्त ठेके की राशि" कहा गया है) निष्पादित करना स्वीकार किया है।

AND WHEREAS the Contractor has agreed to execute upon the 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 rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as 'the said Contract Amount')

<p>अब इस बात पर निम्न तरह से सहमति है: NOW IT IS HEREBY AGREED AS FOLLOWS:</p>	
1	<p>उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा उनके अधीन और उक्त आरेखों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित निर्माण कार्य निष्पादित करेगा और पूरा करेगा। In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.</p>
2	<p>बैंक ठेकेदार को उक्त शर्तों में निर्दिष्ट अवधियों में तथा उनमें निर्दिष्ट प्रणाली से उक्त ठेके की राशि या ऐसी कोई अन्य राशि, जो देय हो जाए, अदा करेगा। The Bank 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.</p>
3	<p>उक्त शर्तों को और उनके परिशिष्ट को इस करार के भाग के साथ पढ़ा जाएगा तथा इस करार से संबन्धित पक्ष उक्त शर्तों का क्रमशः पालन करेंगे, अपने-आपको उनके अधीन मानेंगे तथा उसमें उल्लिखित शर्तों के अधीन अपनी और से करार का निष्पादन करेंगे। 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.</p>
4	<p>इसमें उल्लिखित नक्शे, करार और प्रलेख इस संविदा के आधार माने जायेंगे। The plans, agreement and documents mentioned herein shall form the basis of this Contract.</p>
5	<p>यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा, परंतु यह सम्पूर्ण</p> <p>_____ " के संबंध में कार्य को पूरा करने की संविदा है जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों पर या उक्त शर्तों में निर्दिष्ट दरों पर वस्तुतः हिसाब लगायी गयी मात्राओं के अनुसार अदायगी की जाएगी। This Contract is neither a fixed/ Lump sum Contract nor a Piece work Contract but is a Contract to carry _____ out the " _____ " to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.</p>

6	<p>अनुबंध में दिये अनुसार ठेकेदार को सिविल संबंधी सभी कार्यों हेतु वाजिब सुविधा वहन करनी होगी एवं ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये नुकसान को ठीक करना होगा। The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.</p>
7	<p>बैंक इस अनुबंध में बिना किसी पूर्वाग्रह के किए जानेवाले कार्य में किसी भी मद को जोड़ने या हटाने एवं ड्राइंग और कार्य की प्रकृति को बदलने का अधिकार रखता है। The Bank 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.</p>
8	<p>समय को इस अनुबंध के महत्वपूर्ण कारक के रूप में माना जाएगा, और ठेकेदार साइट को सौंपने के तुरंत बाद या औपचारिक कार्य आदेश जारी होने के 7 दिनों के बाद जो भी बाद में हो दी गई शर्तों एवं समय विस्तार के प्रावधानों के अनुसार दी गई शर्तों के अनुसार कार्य पूर्ण करेगा एवं समय विस्तार के प्रावधानों के अधीन है। Time shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14 day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work as provided in said condition, subject nevertheless to the provisions for extension of time.</p>
9	<p>इस अनुबंध के तहत बैंक द्वारा सभी भुगतान केवल जयपुर में किए जाएंगे। All payments by The Bank under this Contract will be made only at Jaipur.</p>
10	<p>इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को जयपुर में उत्पन्न माना जाएगा और इनका निपटान केवल जयपुर में न्यायालयों के ही अधिकार क्षेत्र में होगा। All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.</p>
11	<p>इस संविदा के विभिन्न अंशों को ठेकेदार ने पढ़ लिया है तथा उन्हें पूर्ण रूप से समझ लिया है। That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.</p>
12	<p>गैर-प्रकटीकरण खंड : ठेकेदार बैंक, के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी तीसरे पक्ष को खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान के पास आ सकता है, और हर समय इस पर विश्वास रखेगा। ठेकेदार सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा के अलावा अनुबंध के विवरण को वैयक्त और गोपनीय मानेगा। ठेकेदार नियोक्ता की पिछली लिखित सहमति के बिना किसी भी</p>

	<p>व्यापार या तकनीकी पत्र या अन्य जगहों पर कार्यो के किसी भी विवरण का खुलासा, प्रकाशित होने की अनुमति नहीं देगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपचारों को आगे बढ़ाने का हकदार होगा। ठेकेदार अपने कर्मचारियों के मध्य सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय सूचनाओं का प्रकटीकरण न करने के दायित्व पूरी तरह से संतुष्ट हों। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस समझौते की समाप्ति या इस समझौते के टरमिनेशन के बाद भी बने रहेंगे।</p> <p>Non-Disclosure clause: 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 even after the expiry or termination of this agreement for whatever reason.</p>
13	<p>यौन उत्पीड़न की रोकथाम संबंधी उपबंध Prevention of Sexual harassment clause/</p> <p>ठेकेदार/एजेंसी कार्य स्थल) रोकथाम, निषेध और निवारण (अधिनियम 2013 में महिलाओं के यौन उत्पीड़न के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा। यदि ठेकेदार के कर्मचारी द्वारा</p>

	<p>यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा।</p> <p>The contractor/Agency shall be solely responsible for full compliance with the provision 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 Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.</p>
<p>यदि ठेकेदार एक भागीदारी या एक व्यक्ति है If the contract or is a Partnership or an Individual</p>	<p>इसके साक्ष्य में बैंक तथा ठेकेदार ने इन दस्तावेजों तथा मूल प्रति पर इसके ऊपर उल्लेखित दिन और वर्ष में हस्ताक्षर किए हैं। IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.</p>
<p>यदि ठेकेदार एक कंपनी है If the contract or is a Company</p>	<p>इसके साक्ष्य में बैंक ने अपने विधिवत प्राधिकृत किये हैं और ठेकेदार ने इन पर तथा उक्त दोनों प्रतिलिपियों पर अपनी नियमित मोहर लगवाई है/इसके पहले उक्त दिनांक और वर्ष को अपनी ओर से इन दस्तावेजों तथा उक्त दो प्रतिलिपियों का निष्पादन करवाया है। IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p>

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

.....
.....
.....

Witnesses

SIGNED AND DELIVERED BY
.....
.....

(1)
Address

.....
.....

2)

.....
..
Address

.....
.....
.....

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

If the Contractor signs under its common Seal
the signature clause should tally with their
sealing clause in the Articles of Associations.

Witnesses

THE COMMON SEAL OF
Was hereunto affixed pursuant to
the resolutions passed
By its Board of Directors at the
meeting held on

.....
.....

The Contractor is signing by the hand of power
of attorney whether a company or individual.

The Contractor is signing by the hand of power
of attorney whether a company or individual.

.....

.....

In the presence of

(1)

.....

.....

(2)

.....

.....

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

(1)

.....

(2)

.....

SIGNED AND DELIVERED BY the Contractor by the hand Of Shri

.....

and duly constituted attorney.

Annexure-I**PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT/
Retention Money**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place : _____

Date : _____

The Regional Director

Reserve Bank of India,

Rambagh Circle

Jaipur,

Dear Sir,

**External Painting and Repair work of Residential Blocks of officers' Quarter,
Gandhinagar, Jaipur**

Bank Guarantee for Performance Security Deposit / Retention Money

WHEREAS

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

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

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the

conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees..... only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs.(Rupees..... only).

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

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

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their

obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.(Rupees..... only).

b) Our liability under these presents shall not exceed the sum of Rs.....
(Rupeesonly) .

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

d) This guarantee shall remain in force up to (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder. In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

(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)