



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BENGALURU**

Tender for

**Renovation of Conference Room of Banking Department,
Main Office Building, RBI, Bengaluru**

Issued to _____

Date of final Submission of Tender Document: October 08, 2020 at 3.00 PM

Date:
Place:

Signature of Contractor
Name & address of the Firm

Tender Forwarding Letter

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
NRUPATHUNGA ROAD
BENGALURU - 560 001**

M/s / Shri _____

Dear Sir,

Tender for Renovation of Conference Room of Banking Department, Main Office Building, RBI, Bengaluru

The Reserve Bank of India, hereby, invites you to tender for the above work.

2. The tender forms can be had from **Estate Department, Reserve Bank of India, Bengaluru** at free of cost and your tender (in duplicate) duly filled in, signed and sealed, should be addressed to **Shri. Jose J Kattoor**, Regional Director Reserve Bank of India, **Bengaluru** by name so as to reach him not later than **3 pm on October 08, 2020**.
3. The tender drawings are available for inspection in the office of Reserve Bank of India, Estate Department, Bengaluru and clarification required, if any, may be obtained by contacting them, during office hours.
4. The Bank discourages the stipulation of any additional conditions by the tenderer. However, in case the tenderer wishes to include any condition/ clarification/ covering letter while tendering for the work, he will have to submit the same in duplicate in a separate sealed cover. The tender in duplicate duly filled in as such without any enclosure shall have to be submitted in another sealed cover clearly indicating thereon as to which cover contains the tender and which contains the forwarding letters/ clarifications/ condition. The cover containing the forwarding letters/ clarification/ condition called will be opened on **October 08, 2020 at 3.30 PM**, the scheduled date of opening of the tenders in the presence of tenderers or their authorized representatives with an authority letter who shall be in a position to clarify all the conditions stipulated by the tenderers.

The clarifications/ conditions etc. if any will be examined and after discussions with all the tenderers, the conditions that are acceptable to the Bank will be intimated to the tenderers. The tenderers shall withdraw all his conditions which are not acceptable to the Bank and can in lieu quote a percentage above or below their tendered amounts already submitted in a separate sealed cover. The quoting of such a percentage above

or below their tendered amount shall have a definite bearing on the condition/s the tenderers have to withdraw or additional benefit liable to be received as per condition accepted by the Bank. The letter containing the tenderer's quoting percentage above or below their quoted tendered amount should be submitted in duplicate in a sealed cover on or before a date fixed subsequently and advice to the tenderers. This letter together with the second sealed cover containing the tender will be opened in presence of the representatives of Contractors/ firms on the due date advised.

5. Please note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Yours faithfully,

p.REGIONAL DIRECTOR FOR Karnataka.

Encl.:

**RESERVE BANK OF INDIA
BENGALURU**

FORM OF TENDER

PLACE: _____
DATE : _____

To,

Shri. Jose Kattoor
Regional Director for Karnataka.
Estate Department
Reserve Bank of India
BENGALURU.

Dear Sir,

Renovation of Conference Room of Banking Department, Main Office Building, RBI, Bengaluru

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

MEMORANDUM

DESCRIPTION OF WORKS – Renovation of Conference Room of Banking Department, Main Office Building, RBI, Bengaluru

TERMS OF PAYMENT As per the clause 1.20 of the general instructions to Contractors and Special Conditions.

- C) TIME ALLOWED FOR : **One month** from the 10th day after date of issue of letter of acceptance
- D) ESTIMATED COST : **Rs. 2.94 Lakhs.**
- E) EARNEST MONEY : **Nil**
- F) PERCENTAGE, IF ANY, : **Nil**

TO BE DEDUCTED FROM BILLS TOWARDS R.M.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of the contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the

amount mentioned in the said conditions.

The list showing the particulars of similar works carried out and the names of manufacturers of specialized items as required are enclosed.

Our Bankers are:

i)

ii)

Name of the Partner of the firm
Authorised to sign _____
or

Name of person having Power of
Attorney to sign the Contract
(Certified copy of the Power of
Attorney should be attached). _____

Yours faithfully,

Signature of Contractor with Seal

WITNESSES:

1. Signature: _____ 2. Signature: _____
Address _____ Address: _____

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Bengaluru having its Central Office at Mumbai (hereinafter called "the Bank") of the one part and _____ (hereinafter called ("the Contractor") on the other part.

Where as the bank is desirous of carrying up the work of "Renovation of Conference Room of Banking Department, Main Office Building, RBI, Bengaluru" and has caused drawings and specifications describing the work to be done.

AND WHEREAS the said Drawings and 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 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 Specifications 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 hereunder (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said conditions the Contractor shall upon and subject to the said condition execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. 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.
3. The said Conditions and Appendix and all other documents thereto shall be read and construed as complementary to each other and shall be construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.

4. The plans, agreement and documents mentioned herein shall form the basis of this contract.

5. This contract is for a fixed Lump sum contract and the contract is to carry out the work in respect of _____, 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.

6. 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.

7. Time shall be considered as the essence of this contract and reckoned from tenth day after the date of issue of formal work order as provided for in the said conditions and to complete the entire work within three months subject never the less to the provisions for extension of time.

8. All payments by the Bank under this contract will be made only at Bengaluru.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru and only Courts in Bengaluru shall have jurisdiction to determine the same.

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

If the Contractor is a Partnership or an individual "IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two Duplicates hereof the day and year First herein above written.

If the Contractor is a Company "IN WITNESS WHEREOF the Bank has set its hands to these presents through Duly authorized official and the Contractor has caused its common seal to be affixed hereinto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

Signature Clause

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

Sri _____
(Name and Designation)

In the presence of
Witnesses -

- 1. _____
- 2. _____

Address: _____
Address: _____

SIGNED AND DELIVERED BY _____ Contractors

In the presence of -
Witness -

- 1. _____
- 2. _____

Address: _____
Address: _____

1.0 GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

1.1 Sealed tenders, should be addressed to Shri .Jose Kattoor, Regional Director, Reserve Bank of India, Estate Department, Bengaluru and super scribed Tender for Renovation of Conference Room of Banking Department, Main Office Building, RBI, Bengaluru and sent so as to reach him not later than 3:00 PM on October 08, 2020. Tenderer should clearly indicate on each copy of the tender under their full signature whether it is the original or duplicate copy.

1.2 No tender will be received after 3.00 PM on October 08, 2020 under any Circumstances whatsoever.

1.3(A) Tenders will be opened at 3.30 PM on the same day at his office by the Regional Director for Karnataka, Reserve Bank of India, Bengaluru or any other officer designated for this purpose.

1.3(B) Tenders shall remain valid for a period of THREE MONTHS from the date of opening the of the tender, which period may be extended by mutual agreement and the Tenderer shall not cancel or withdraw the tender during this period.

1.4(A) The tender form must be filled in English. If any of the documents is missing or unsigned, the Bank in its discretion may consider the tender invalid.

1.4(B) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling, initials of the Tenderer must attest the alteration thus made. Overwriting of figures is not permitted.

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

1.6 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.

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

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

1.9 The rates quoted in the tender shall include all charges for scaffolding, tools and plant, equipment, watch and lighting by night as well as day including Sundays and holidays, protection of the public and safety of the adjacent roads, streets, cellars, vaults, pavement, walls, houses, buildings, premises and all other erections, matters of things and the Contractor shall take down and remove any or all such scaffolding, as occasion shall

require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

1.10 The rates quoted by the tenderer shall be deemed to be for the finished work. The rates shall be firm and shall not be subject to exchange variations, labor conditions; fluctuation in Railway/Road freights or any other conditions whatsoever. The tenderers must include in their rates Sales-Tax, Excise Duty, Octroi sales tax on works contract, GST and any other tax and duty or other charges levied by Central Govt. or any State Govt. or Local Authority, if applicable at the time of tendering.

1.11(A) No claim in respect of Sales Tax, Excise Duty, Octroi or other tax, GST, duty or levy, whether existing or in future, shall be entertained by the Bank. The Contractors are deemed to have acquainted with the statutes prevailing in the State of Karnataka at Bengaluru and accordingly have submitted their tender.

1.11(B) All the payments are subjected to the deduction at source, of Income Tax and Sales Tax on works contract as per the rules in force.

1.12 The contractor should note that unless otherwise stated, the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each & every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approx. 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.

1.13 Time allowed for carrying out the work as mentioned in the memorandum shall be strictly observed by the Contractor and it shall be reckoned from the tenth day after written order to commence the work is issued.

Time being the essence of this contract, the successful tenderer, immediately on receipt of letter of acceptance of their tender, shall proceed in a vigilant manner for signing the agreement, procure requisite approvals for samples from the Bank's Engineer put in charge of this work and organise manufacture and supply in a time bound programme. In the event of the successful tenderer failing to perform any of these tasks within specified time, the Bank will cancel the work order (either individually or collectively) as the case may be. The decision of the Bank in this regard is final and shall not be opened up in any forum.

The rates quoted for various items shall be deemed to have been included for such of those minor works, materials, workmanship which has not been specifically mentioned in any of these documents but essentially required for the entire due to completion of work in a best workmanlike manner.

1.14 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of the delays may be.

1.15 The successful Tenderer must co-operate with the other Contractors employed by the Bank so that the work shall proceed smoothly with the least possible delay. However, protection and safe custody of all the materials supplied by the Contractor rests with the Contractor and the rates quoted shall be deemed to be included for this.

1.16 The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the approved specifications and as instructed by the Bank and also in compliance of the Indian Standard Specifications and to the requirements of any other Acts/Rules, Regulations, and no deviation on any account will be permitted.

1.17 The entire works shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 12 months from the date of handing over after successful completion, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation be made good by the Contractor at his own cost within the time specified and to the entire satisfaction of the Bank.

1.18 The work as executed shall be measured and paid for at the quoted/assessed rates as assessed by the Bank's Engineer as per conditions of this tender.

The following terms of payment will be applicable subject to what is mentioned in Memorandum herein before:

i) The payments are subject to a deduction of relevant applicable tax as per Clause 1.11(A & B) of the General Instructions to the Contractor and Special Conditions.

1.19 Working in Restricted Area: Tenderers shall note that the work shall be executed in the residential Building of the Bank, which is occupied. The tenderer shall note that he and his workmen and the material movement shall be subjected to Office security rules and regulations besides administrative controls. In case there happens to be any delay on any of the above counts, the contractor shall be deemed to have accounted for such eventualities in his quoted rates and Bank shall not entertain any extra claim whatsoever on the above counts. Further the area will be made available for work in phased manner only and whole area will not be available for work at a time.

1.20(A) The contractor shall note that the basic rates of materials mentioned against those items are inclusive of the taxes. Any difference in the rates at which the material is procured shall be adjusted accordingly and paid for as per the measurements on site under respective items.

1.20(B) Samples of all materials should be got approved from Bank's Engineer within 15 days from the date of award of work and procured well in time. For materials with basic price indicated, the original bill has to be procured to Bank for verification and return.

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

(Signature of the Tenderer)

Address : _____

Date _____

Witness _____
(Signature)

Name & Address _____

Date

2.0 CONDITIONS OF CONTRACT THE CONDITIONS HEREIN BEFORE REFERED TO

2.1 Scope of Contract

2.1.1 The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank. The Bank may, in their absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions, and explanations which are hereafter collectively referred to as "Instructions".

2.1.2 The Contractor shall forthwith comply with and duly execute any work comprised in such Instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the work be confirmed in writing. Contractor to provide everything necessary at his cost

2.1.3 The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intend and meaning of the Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications he shall immediately and in writing refer the same to the Bank who shall decide which is to be followed and the interpretation thus given shall be binding on the contractor.

2.1.4. The entire work should be done under supervision of skilled supervisor from the contractor side. The successful tenderer before commencing the work should indicate the name and experience of the person and he should be full time present at time. If the supervisor is absent at any time, an amount of Rs.200/- per day will be deducted. The contractor should consider this and accordingly quote their rates.

2.2 Setting out of Works

2.2.1 The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

2.3 Materials & Workmanship to conform to Descriptions

2.3.1 All materials and workmanship shall, so far as procurable, be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Instructions and the Contractor shall, upon the request of the Bank, furnish him with all information as required by the Bank without any default and unless otherwise specified shall conform to latest BIS. The samples of all the items of the work & schedule shall be got approved from the Bank's Engineer before it is used in works. This however shall not relieve the contractor of his responsibility under the contract for quality & workmanship. No separate payment shall be made for rejected samples.

2.4 Contractor's Superintendence & Representative on the Works

2.4.1 The Contractor shall give all necessary personal superintendence during the execution of the works until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work.

Any directions, explanations, instructions or notices given by the Bank to such representative shall be held to be given to the Contractor.

2.5 Access to Works

2.5.1 The Bank and their representatives shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where the material is lying or from which they are being obtained and the Contractor shall give every facility to the Bank and their representatives necessary for the inspection and examination and test of the materials and workmanship. No person, not authorised by the Bank, except the representatives of public authorities, shall be allowed on the works at any time.

2.6 Schedule of Quantities

2.6.1 The schedule of quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the standard method of measurement. The mode of measurement for measurable items of work shall be as per BIS code of practice.

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

2.7 Sufficiency of Schedule of Quantities

2.7.1 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of quantities and/or the Schedule of Rates and prices which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

2.8 Measurement of Works

2.8.1 The Bank may, from time to time, intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

2.8.2 Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Bank or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

2.8.4 All authorised extra works, omissions, and all variations made shall be included in such measurements.

2.8.5 The measurement and valuation in respect of the Contract shall be completed within the period of final measurements stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 2.12.1 hereof.

2.9 Defects after Virtual Completion

2.9.1 Any defect, shrinkage, settlement or other faults which may appear with the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of handing over of the work arising in the opinion of the Bank from materials or workmanship not in accordance with the Contract, shall upon the directions in writing and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor, deduct from any moneys due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by this Contractor. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts by the Bank.

2.10 Certificate of Virtual Completion and Defects Liability Period

2.10.1 The works shall not be considered as completed until the virtual completion certificate is issued by the Bank's Engineer. The Defects Liability Period shall commence from the date of virtual completion.

2.11 Insurance in respect of Damage to Person or Property

2.11.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This Clause shall be held to include inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or way as well as all damages caused to the buildings and works forming the subject of this Contract by frost or inclemency of weather. The Contractor shall indemnify the Bank 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 any award of compensation or damages consequent upon such claim.

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

2.11.3 The Contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the public or other third party in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract with an approved office a Policy of Insurance in the joint names of the Bank and the Contractor against such risks and deposit such policy or

policies with the Bank from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Bank against all claims which may be made upon the Bank whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Bank and the Contractor against such risks and deposit such Policy or Policies with the Bank from time to time during the currency of the Contract.

2.11.4 The Contractor shall be responsible for all liability, which may be excluded from the insurance policies above, referred to and also for all other damages to any person, animal, or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Bank in respect of any costs, charges, or expenses arising out of any claim or proceedings and also in respect of any award of or compensation or damages arising therefrom.

2.12 Date of Commencement & Damage for Non-completion

2.12.1 The Contractor shall be allowed admittance to the site on the date of commencement stated in the Appendix hereto, or the Bank may specify such later date as and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

2.12.2 If the Contractor fails to maintain the agreed rate of progress of work and or fails, to complete the works by the date stated in the Appendix or within any extended time under Clause 2.15 hereof and the Bank certifies in writing that in their opinion the same ought reasonable to have been completed, the Contractor shall pay the Bank the sum named in the Appendix as

"Liquidated Damages" for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any moneys due to the Contractor.

2.13 Delay & Extension of Time

2.13.1 If in the opinion of the Bank the works be delayed (a) by force (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Bank and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of civil commotion, local commotion of workmen or strike or lockout affecting any of the building trades or (f) in consequence of the Contractor not having received in due time necessary instructions for which he shall have specifically supplied in writing or (g) from other causes which the Bank may certify as in writing or as beyond the control of the Contractor or (h) in the event, the value of the work exceeds the value of Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion of the Contract works; in case of such strike or lock-out the Contractor shall, as soon as possible, be given written notice thereof, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.

2.14 Failure by Contractor to comply with Bank's instructions

2.14.1 If the Contractor after receipt of written notice from the Bank requiring compliance within ten days fails to comply with such further drawings and/or instructions, the Bank may employ and pay other persons and execute any such work whatsoever that may be necessary to give effect thereto, at the risk and cost of the defaulting contractor and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank as a debt or may be deducted by him from any moneys due to the Contractor.

2.15 Certificate and Payments

2.15.1 The Contractor shall be paid by the Bank from time to time in accordance with the agreed terms of payments on account of the works executed. No interim payment shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

2.16 Right of Technical Scrutiny of Final Bill

2.16.1 The Bank shall have a right to cause a technical examination of the works and the full and the final bill of the contractor including all supporting vouchers, abstracts, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recover the sum.

2.17 Abandonment of Works

2.17.1 If at any time after the acceptance of the tender, the Bank shall, for any reasons whatsoever, not require the whole of any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from execution of the whole works.

2.18 Termination Clause

2.18.1 If the contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Bank that he is able to carry out and fulfill the Contract and to give security therefor, if so required by the Bank.

OR if the contractor (when an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the contractor.

OR shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractors.

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

OR shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

OR if Bank observes that the Contractor -

(i) Has abandoned the Contract, or

(ii) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank notice to proceed or

(iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

(iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Bank the written notice that the said materials or work were condemned and rejected by the Bank under these conditions, or

(v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank shall hereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

2.19 Termination of Contracts by Contractor

If the payment of the amount payable by the Employer under Certificate of the Bank shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the contractor to the Employer, or if the Employer interferes

with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank or the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the contract by notice in writing to the Employer, through the Bank and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 thereof.

2.20 Settlement of disputes try arbitration

2.20.1 All disputes and differences of any kind whatever out of in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the work and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Architect, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Architect with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on a matter, question or dispute of any kind except any of the excepted matter or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details and amounts which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties. The sole arbitrator shall be from the panel of arbitrators suggested by the Employer.

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

2.20.3 The arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the arbitrator shall deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrator or the arbitrators as the case may be

2.20.4 This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof.

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

2.21. Approval of Samples:

2.21.1 Contractor shall have to produce a sample of each item for the approval of the Bank's Engineer, which does not mean that the Contractor is relieved of his obligations about the specifications and other stipulations in the contract. No separate payment will be made to the Contractor for this.

The work shall be carried out in such a manner that there shall be minimum disruption to Occupants of the flat. A programme shall be drawn in consultation with the Banks Engineer for this purpose.

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

Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 21 of the conditions of contract. The tenderer shall before commencing work, prepare a detailed work programme which shall be approved by the Employer.

The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.

The successful tenderer should make with own arrangements to obtain all materials required for the work. The Contractor shall strictly comply with the provision of safety and fire safety code annexed hereto. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

2.22. Sexual Harassment of Women :

2.22.1 The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency or Local Complaints Committee as the case may be and the contractor Agency shall ensure appropriate action under the said Act in respect of the Complaint.

2.22.2 Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

2.22.3 The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.

2.22.4 The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

2.23 Non – Disclosure clause:

a) 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 Service Provider and /or the DB Developer during the course of discharging their 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 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 Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.

b) The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

c) The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement

2.24 Engagement of Contract Labour:

2.24.1 The contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way made liable to the labourers engaged by the contractor.

2.24.2 The principal employer shall ensure the presence of his authorized representative at the place and time of disbursement of wages by the contractor to workmen and it shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorized representative. The authorized representative of the principal employer shall record under his signature a certificate at the end of the Register of Wages to the (Register of Wages-cum-Muster Roll) as the case may be, in the following form:

2.24.3 "Certified that the amount shown in column No... has been paid to the workman concerned in my presence onat...."

2.25 Force Majeure: If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

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

(Signature of the Tenderer)

Address: _____

Date _____

Witness _____
(Signature)

Name & Address _____

Date _____

SAFETY CODE

1. First aid appliances including adequate supply of sterilised 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.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt cement mortar and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engage 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 work of paste or readymade paint.

- (ii) Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect conditions.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

Contractor's Signature with Seal

APPENDIX HEREIN REFERRED TO

CLAUSE

A) Defects Liability Period	:	12 months from the date of virtual completion
B) Period for honoring Final Bill	:	One month
C) Date of Commencement	:	10th day from the date of issue of letter of acceptance
D) Time allowed for: Completion	:	One month
E) Liquidated damages	:	Rs.105/- per day subject to maximum of 10% of the accepted tender amount.
F) Value of work for interim Certificate	:	First and final bill
G) Interest for delayed payment	:	Three percent per annum.

Contractor signature with seal

APPROVED LIST OF MATERIAL

Banks reserve the right to select any of the material at no extra item within the scope of quoted rates.

Sl no	Material	Make
1	Cement	Ultratech or ACC or Birla or any equivalent (OPC 43 or above)
2	Marine Grade Plywood/Venner	Century, Green ply, Orchid, Kitply
3	Paint, Polish	Asian, Berger
4	Stone Composite flooring	Welspun

Signature of Tenderer

Name & address

SPECIFICATIONS AND MODE OF MEASUREMENTS MATERIALS

01. QUALITY:-All materials for incorporation into the works shall be of the best quality of their respective kinds as specified herein and shall be obtained from sources and suppliers approved by the Employer / Engineer and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down in list Specification, with the requirements of the latest edition of the relevant Indian Standards approved by the Engineer.

02. INSPECTION AND TESTING:-All materials before being incorporated into the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests required by this Specification or approved Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his Representative.

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

04. INDEPENDENT TESTS:-Independent tests and analysis of any of the materials may be made from time to time by a Testing House or analyst appointed by the Engineer / Employer in order to check the supplier's works tests and analysis. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective I.S codes. The Contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his Representative, the materials represented will be rejected. The costs of all the tests shall be borne by the contractor.

05. MODE OF MEASUREMENT:-Unless otherwise specified mode of measurement shall be as per latest version of IS: 1200

Reserve Bank of India
Estate Department, Bengaluru

Renovation of Conference Room of Banking Department, Main Office Building, RBI, Bengaluru

SCHEDULE OF QUANTITY

Item no	Description of work	Quantity	Rate (in Figures and Words)	Unit	Amount (in Figures and Words)
1	<u>Conference Table of U shaped</u> :- Providing and fabricating a conference table made of GI supporting structure frame work, made of GI pipe of size 50mmX50mmX2.00mm spaced at 600mm C/C spacing both for vertical and Horizontal supports. For vertical and horizontal supports a lateral tries at end and in-between should be provided and the end supports lying on ground should be strongly anchor bolted with base slab surface, the entire erection of GI frame should be as per the drawing and horizontal surface should be braced to vertical surface at every 1.2m . the entire frame structure erected should be covered with 12mm marine grade plywood on either sides and horizontal surface should project by at least 100mm from the vertical surface in inner peripheral area and the horizontal surface exposed edges should be cover with full round teak wood beading. Th entire covered surface should be veneered with approved 4mm thick veneer on both inside and outside surfaces. The above procedure should be repeated for the exposed outer edges. At the bottom of contact with flooring on either side the skirting to the table should be provided with 3" thick teak wood beading. The entire table surface should be polished with PU polish and the polishing should be strictly as per the manufacture specifications. For the payment the top surface area of the table will be measured and will be paid. Accordingly contractors are requested to understand the scope of the work and quote their rates. The rate quoted should be inclusive of makings holes and if any for electrical wiring or DIT cabling and DIT slots arrangement. The work should be done as per the drawings enclosed.	5.3		Sq m	
2	<u>Wooden Cladding to Wall Surface:</u> - Providing and fixing 50mmX32mm salwood frame work @ 600mmC/C both ways, over this 12mm thick plywood and 4.00mm thick approved veneer with pattern grooves finished in good workmanship manner,	24		Sq m	

	The work should be similar to the cladding work done in Board room, as per drawing with necessary hardware, etc complete. Rate shall include the provide necessary packing to allow conduits to accommodate/provision to be made for taking electrical/lan conduits vertically. The rate quoted should be inclusive of melamine PU polish of requisite coats as per manufacturer specification. The rate quoted should be including of makings holes and if any for electrical wiring or DIT cabling and DIT slots arrangement.				
3	<u>PU Polishing to wall/Colum wooden paneling/Doors/Door Frames/Ceiling Wooden paneling along with ceiling beach wood beading /Electrical Panel shutters and etc</u> :- Carefully removing the existing the melamine/PU polish by proper sand/water papering and applying a required coats of approved PU polished to wood paneling's, doors, partitions including completely surface preparation, scaffolding etc. complete as directed.	20		Sq m	
4	<u>Royal Acrylic Emulsion Paint:-</u> Repainting the entire Board room as per the specifications mentioned below to the wall, ceiling surface by filling holes, crakes and scrapping the peeled off surfaces wherever required with a coat of Birla White or JK cement Putty for walls, wood & metal as the case may be and POP punning of average 3mm thick for walls, beams, columns, slabs, etc to give entire smooth surface including approved primer, all as directed .Providing and applying one coat of cement based primer of approved manufacture and two or more coats of royal interior acrylic emulsion paint of approved brand and manufacture of required colour to the interior surfaces of walls, beams, ceiling, columns, shelf's etc., including scaffolding, etc., complete as directed.	20		Sq m	
5	<u>Stone Polymer Composite Tiles:-</u> Providing and fixing inter locking welspun stone polymer composite click and lock tiles of 4mm thick of approved quality, shade and design as directed by Bank with approved foam sheet of requisite thickness as decided & directed. The entire work to be done as per the Manufacture specifications of the respective materials. The rate quoted should be inclusive of side beading, door sill beadings etc complete as directed. NOTE:-Basic Rate of tile flooring (only tile) is Rs.1500/- Per Sqmt 2. Exposed plan area shall only be measured and paid for.	35		Sq m	

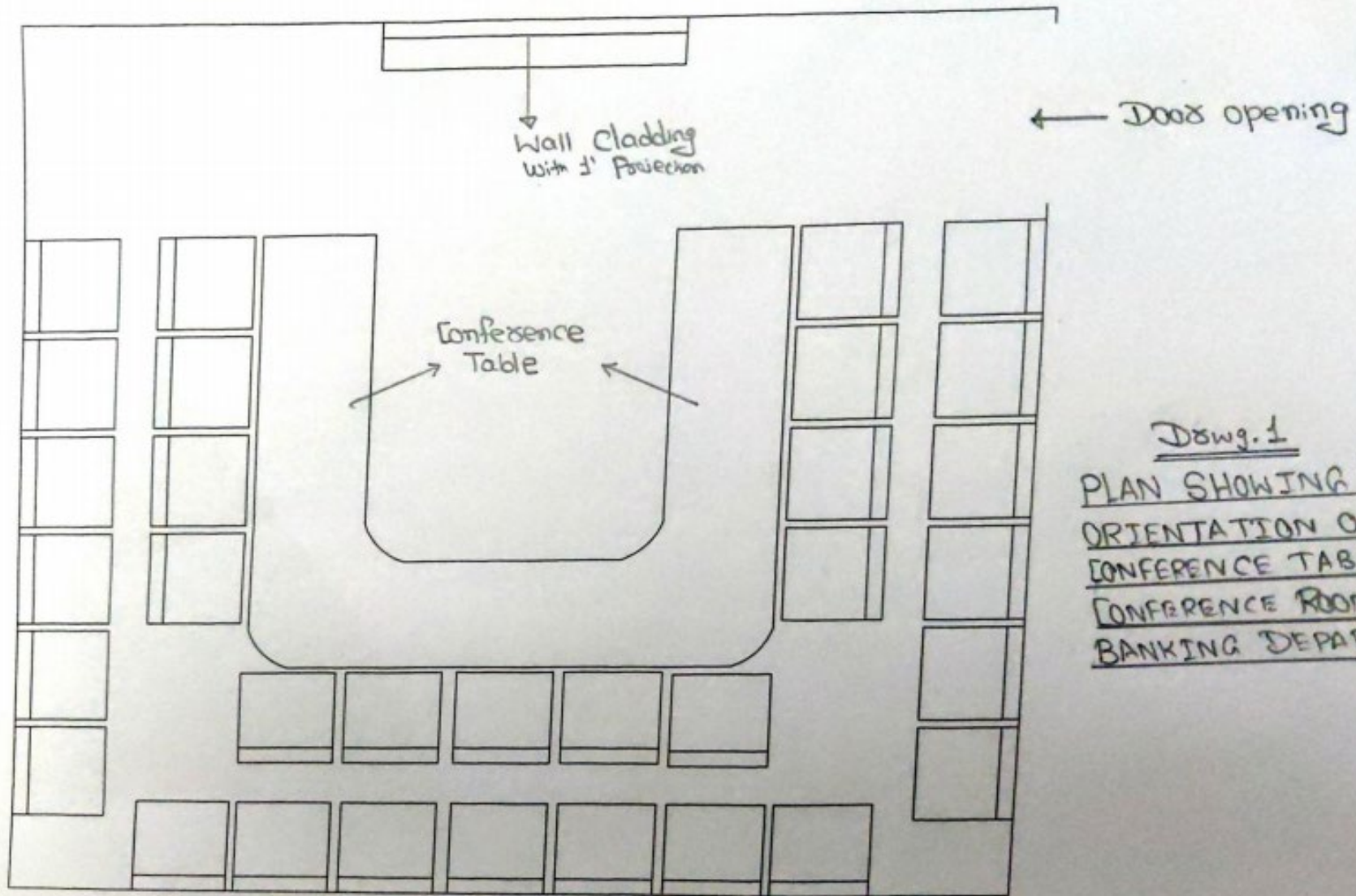
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Total Amount in Words _____

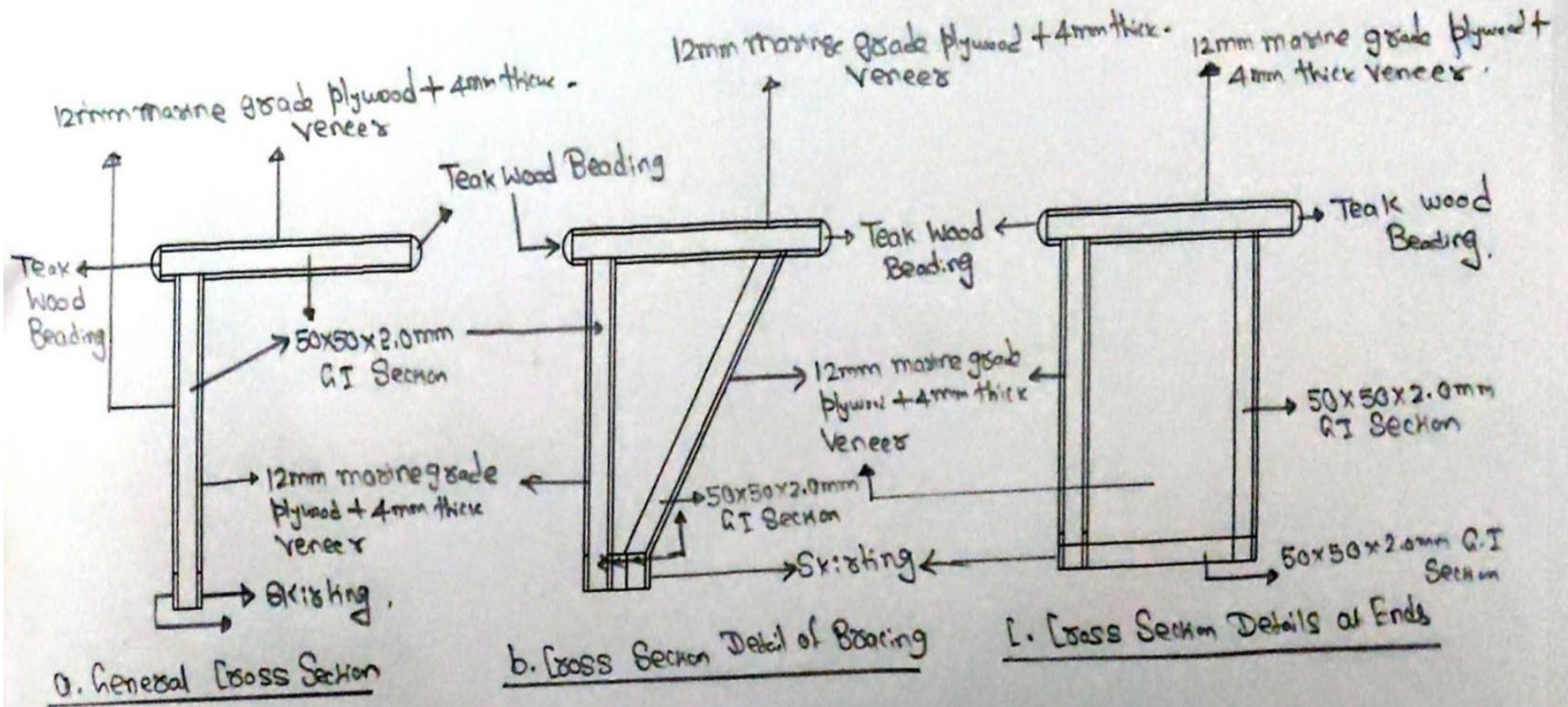
Place :-

Date :-

Signature of the Contractor with address



Drawg. 1
PLAN SHOWING THE
ORIENTATION OF
CONFERENCE TABLE IN
CONFERENCE ROOM OF
BANKING DEPARTMENT



Drawg 2: - CROSS SECTION DETAILS OF CONFERENCE TABLE