



**Reserve Bank of India
Estate Department
Bhubaneswar**

Tender for Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

e-Tender No: RBI/Bhubaneswar Regional Office/Estate/ 46/25-26/ET/878

Part I (Techno-Commercial bid)

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Disclaimer

Reserve Bank of India, Bhubaneswar (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for **Tender for Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha.**

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. **While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents.** The Bank reserves the right not to proceed with this tender, to alter the timetable reflected in this document, to update scope of work or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

SCHEDULE OF TENDER (SOT)

a. e-Tender no	RBI/Bhubaneswar Regional Office/Estate/ 46/ 25-26/ ET/878
b. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn)
c. Date of NIT available to parties to download (Notice for Inviting Tender)	January 20, 2026 after 18:00 Hrs.
d. Pre-Bid meeting	January 28, 2026, at 11:00 Hrs. at Estate Department, 2 nd Floor, RBI, Bhubaneswar
e. Date of placing minutes of the pre-bid meeting on RBI website	January 29, 2026 by 14:00 Hrs.
f. Earnest Money deposit	EMD of ₹ 88,610/- (Rupees Eighty-Eight Thousand Six Hundred Ten only) to be remitted through: i. NEFT: A/C No-186003001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar. The details of transaction have to be provided to estatebhubaneswar@rbi.org.in Or ii. Demand Draft/Bank Guarantee: DD/ BG in favour of Reserve Bank of India, Bhubaneswar to be delivered in physical form at Estate Department, 2 nd Floor, Reserve Bank of India, Pt. J. N. Marg, Bhubaneswar-751001
g. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn	January 29, 2026 from 14:00 Hrs.
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	February 09, 2026 up to 14:00 Hrs.
i. Date & time of opening of Part-I (i.e., Technical Bid) Part-II Price Bid: Date of opening of Part II i.e., price bid shall be informed separately	February 09, 2026 at 14:30 Hrs.
j. Transaction Fee	As charged by MSTC Ltd. Payment of transaction fees will be paid online through MSTC payment gateway.



RESERVE BANK OF INDIA
ESTATE DEPARTMENT
BHUBANESWAR

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**Reserve Bank of India
Estate Department
Bhubaneswar**

**Section A
NOTICE INVITING e-TENDER**

Name of the work: Tender for Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

A. Eligibility criteria:

1. E-tenders in two parts are invited for “**Tender for Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha**”.
2. The work is **estimated to cost ₹44,30,501/-** and is to be completed within **40 days** from the 14th day of issue of work order.
3. Only those firms who have valid GST registered and have minimum 5 years of experience in the field of undertaking similar Civil renovation works for large office buildings/residential premises and have executed successfully similar works individually costing (a) Three works each costing not less than the amount equal to 40% of the estimated cost or (b) Two works each costing not less than the amount equal to 50% of the estimated cost or (c) One work costing not less than the amount equal to 80% of the estimated cost during the last 5 years ending on the last day of the month prior to the one of which applications are invited and have a minimum annual **turnover of ₹44,30,501/-** during the last 3 financial years.
4. The tenderers are required to furnish the following information in writing and submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document. copy of Goods and Service Tax registration certificate
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(b)	Duration of past experience of experience	<p>The bidder should submit documentary evidence as proof of minimum 5 years of experience of undertaking similar work/s and shall submit the documentary evidence in support of minimum experience of 5 years (i.e., the bidder should have undertaken similar work/s*prior to December 31, 2020) * viz. copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. The bidder should submit the details of the works undertaken during last 5 years along with the work orders, work completion certificate.</p>
(C)	Work experience & Completion similar works of specified value during the specified period	<p>The bidder should have experience of successfully completed similar work/s * individually costing (a) Three works each costing not less than the amount equal to 40% of the estimated cost i.e. ₹17,72,200/- or (b) Two works each costing not less than the amount equal to 50% of the estimated cost i.e. ₹22,15,251/- or (c) One work costing not less than the amount equal to 80% of the estimated cost i.e. ₹35,44,401/- during last 5 years ending on December 31, 2025 and should submit Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. Client certificate/s for each of the qualifying work as per the Format</p>
(d)	Credit worthiness of the contractor and their turnover during the specified period	<p>Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of turnover for last three years should be uploaded.</p>
(e)	Name(s) and address(es) of the Bankers and their present contact executives	<p>Written Information about the names and addresses of bankers along with full details such as names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e., the persons who can be contacted at the office of the bankers of the firm, in case it is so needed) should be uploaded.</p>
(f)	Details of bank accounts	<p>Full particulars of bank accounts, such as account no. type, when opened etc., should be uploaded.</p>

(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of clients of the firm along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e., the persons who can be contacted at the office of clients by the Bank in case it is so needed) should be uploaded.
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be uploaded.
(i)	Bankers Certificate	Banker's certificate of amount equal to estimated cost of the work should be submitted as per annexure-V should be submitted

5. Interested contractors must upload relevant documents satisfying all the points as stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents and the scanned copy of EMD should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal. It is to be noted that the tender process shall be executed on the MSTC portal through e-Tendering.

6. Tender forms will be available for downloading from MSTC portal w.e.f. **January 20, 2026 from 18:00 hours**. A pre-bid meeting of Contractors who qualify the pre-requisite eligibility criteria of tender conditions will be held offline on **January 28, 2026 at 11:00** hours at Estate Department, Reserve Bank of India, Bhubaneswar.

7. Tenders form can be downloaded for viewing from RBI website www.rbi.org.in or www.mstcecommerce.com/eprocn The Qualification documents and scanned copy of proof of EMD payment should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal. The Demand Draft/BG should reach in original in a sealed envelope to Estate Department, Reserve Bank of India, 2nd Floor, Pt. Jawaharlal Nehru Marg, Bhubaneswar 751001 by **February 09, 2026 up to 14:00 Hrs**. If paid through NEFT, the NEFT receipt should be uploaded along with pre-qualification documents. After scrutiny, if any of the contractors are not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process. The duly filled and stamped Part-I of tender document should be uploaded by the contractors on MSTC portal along with all the pre-qualification documents.

Interested contractors can participate in e-Tender after getting registered with www.mstcecommerce.com/eprocn. Online Part I – Techno-Commercial Bid and Part II-Price Bid shall be opened through www.mstcecommerce.com/eprocn and applicable transaction charges have to be paid by the firm.

8. Tender in prescribed format shall be submitted in two parts. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, **the EMD of ₹88,610/- (Rupees Eighty-Eight Thousand Six Hundred Ten only) should be submitted through NEFT transfer to A/C No-186003001, Reserve Bank of India, IFSC Code- RBIS0BBPA01, Branch Name – Bhubaneswar, Branch Address – Reserve Bank of India, 2nd Floor, Pt. Jawaharlal Nehru Marg, Bhubaneswar 751001 Or by a demand draft/BG issued by a Scheduled Bank in favor of 'Reserve Bank of India, Bhubaneswar'**. The documents pertaining to EMD should be scanned and uploaded with the pre-Qualification documents. Part-II of the tender will contain no conditions but

Contractor's Price Bid only.

9. Part-I and Part-II of the tenders will be submitted by the Contractors in MSTC portal. The same will be opened by RBI on **February 09, 2026 at 14:30 Hrs.** Those contractors who would like to depute their representatives, may depute their representatives to Estate Department, Reserve Bank of India, 2nd Floor, Pt. Jawaharlal Nehru Marg, Bhubaneswar 751001 for the same. Part II of the tender will be opened later. Due intimations will be given for the same.

10. The contractors have to submit

- i. Client's certificate as per format at Annex IV from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice. The Bank shall obtain reports on the past performance of the Contractor from their clients and bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any contractor is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers and found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
- ii. Banker's certificate as per format at annex V from their banker/bankers.

11. 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 there for.

12. Regional Director, Reserve Bank of India, Bhubaneswar, reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the RBI for rejection of his Bid.

13. This tender document has been published in English and Hindi. If Hindi translation of this tender document conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.



RESERVE BANK OF INDIA

Estate Department

Bhubaneswar

Section B

Important Information

Tender for Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

1.e-Tenders are invited in two Parts for **Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha**. The work is estimated to cost **₹44,30,501/-** and is to be completed within **40 days**.

2. Tender forms can be downloaded from MSTC portal from 18:00 Hrs. on date January 20, 2026.
3. The tenders for the above work in two parts i.e., Part-I containing technical specifications and the terms & conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and words and amounts in figures **shall be filled/uploaded/attached on the MSTC portal, not later than 14:00 Hrs. on February 09, 2026, Part-I of the tenders will be opened on the same day at 14:30 hrs. Part-II of the tenders will be opened on a subsequent date under intimation to the Contractors.** Contractors are advised not to use any other forms on their own letterhead or otherwise for furnishing any information/rates/amount etc. All the information called for shall be complete in all respects. No enclosure is permitted in Part-II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.
4. Before submission of tender, the contractor may inspect the site in person on any working day from Monday to Friday between 10:00 a.m. and 5:00 p.m. to study and understand the scope of works specified.
5. The tender of Part I shall be **opened in the** presence of the Contractors or their representatives who choose to be present **at 14:30 hours on February 09, 2026** and Price bid (Part II) of such of those tenders who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible Contractors.

Section C
Form of Tender

The Regional Director
Reserve Bank of India
Bhubaneswar

Dear Sir,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the specified time, at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha
(b)	Estimated cost	₹44,30,501/- including GST
(c)	Mode of payment	NEFT or DD or BG
(d)	Earnest Money	₹88,610/- (Rupees Eighty-Eight Thousand Six Hundred Ten only)
(e)	Time allowed for completion of work from fourteenth day after the date of letter advising acceptance of tender.	within 40 days from the 14 th day of issue of work order

Having examined the above Memorandum of work (and other details of the work to be executed) and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates specified in the price bid and as per the specifications of the Bank.

Each page of the tender document has been signed for having acquainted myself /ourselves of the conditions of the contract.

Should this tender be accepted, I/We hereby agree to abide by the terms and Conditions of the Bank in this regard.

I/We undertake to deposit EMD amount in the form of Demand draft/ /NEFT favouring "Reserve Bank of India, Bhubaneswar" with Reserve Bank of India, which amount is not to bear any interest. In case, I/We fail to execute the contract, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

Our Bankers are:

i) _____

ii) _____

Name(s) and address(s) of our Company Proprietor/ Partners of the firm are:

i) _____

ii) _____

iii) _____

iv) _____

For and behalf of M/s

Signature with seal of the partner of the firm

Name:

Designation

Place

Date

(Certified true copy of the Power of Attorney of the above signature should be enclosed

Section D **Important instructions for E-procurement**

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with www.mstcecommerce.com/eprocn

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details:

a) Contact person (MSTC) For Vendors:

HO Central Help Desk: (For vendors)

Phone Number :07969066600

helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability

9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

b) Contact person (MSTC)

Please visit www.mstcindia.co.in/content/Contact.aspx

Contact Person	Mail	Mobile
Shri Mahesh Ramavath	rmahe@mstcindia.co.in	8801281004
Help Desk/ Office	helpdesk@mstcindia.co.in	0674-2544199/ 2950091

c) Contact person at RBI (RO/TE)

Shri Prem Shankar Konapala, AGM – premshankark@rbi.org.in (Mobile – 8074376753)

Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

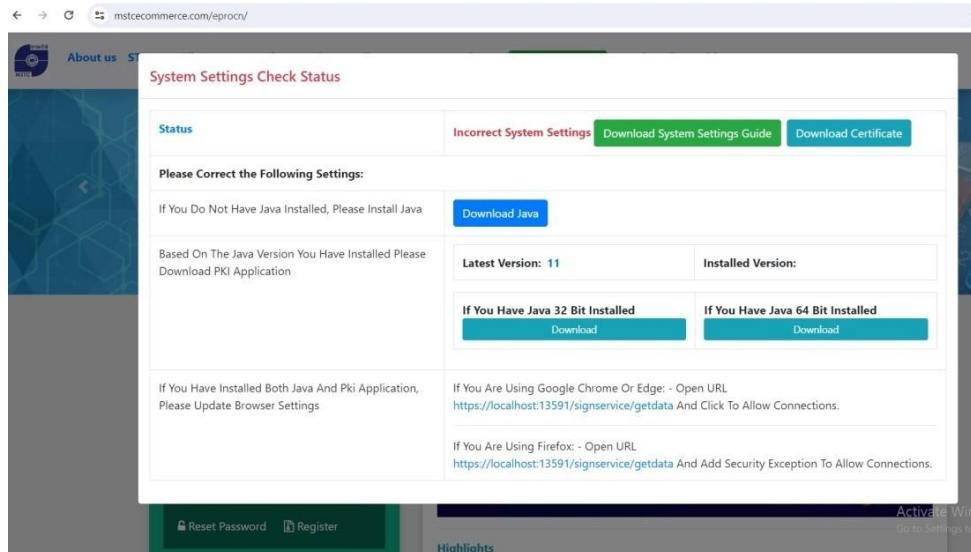
Shri Aakaju Sravan Kumar, AM – asravankumar@rbi.org.in (Mobile – 8247400250)

Ms. Amrita Samal, Manager (Tech-Civil) – amritasamal@rbi.org.in (Mobile – 8895504207)

Guide.

System Requirement:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available <https://www.mstcecommerce.com/eprocn>



- i) Windows 7 or above Operating System
- ii. Edge/Google Chrome
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.
- Other Settings: Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under

Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

1. Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto

authorized.

Transaction fee is non-refundable. A vendor will not have the access to online e- tender without payment of the transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

2 Information about tenders / corrigenda shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

3 E -tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

Bidding in E-tender:

Note: 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.

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 and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee 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.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

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 → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- c) 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 be 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

NOTE: - After clicking the final submission “Delete bid” option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) 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**.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.
- j) 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.

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.

Section E

GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

1.1 e-tenders in two parts are invited for **Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha**. The work is estimated to cost **₹44,30,501/- including GST** and is to be completed within **40 days**.

1.2 The tenders for the above work in two parts i.e. Part-I containing technical specifications and the terms conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates shall be submitted on MSTC portal not later than **14.00 hrs. on February 09, 2026**. Part-I (Techno commercial bid) of the e-tenders will be opened on the same day at 14.30 Hrs. Part-II of the eligible qualifying tenders will be opened on a subsequent date under intimation to all the Contractors. Contractors have to apply for the e-tender only through MSTC portal and not to use any other forms on their own letterhead or otherwise for furnishing any rates/amount etc. All the information called for shall be complete in all respects.

No enclosure is permitted in Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.

If the intending Contractor feels that any of the terms and conditions of the tender documents is not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions only in separate sealed cover (duplicate). All other terms and conditions on which there are no observations by the intending Contractors shall be construed as acceptable to the Contractor.

Part-II of the Tender, containing only rates of items and amount stated in figures and words will be opened on a subsequent date to be intimated to all the Contractors.

Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening Part-I of the Tender which period may be extended by mutual agreement and the Contractor shall not cancel or withdraw the Tender during this period.

No advice of any change in rate or conditions after the opening of Part II of the tender will be entertained.

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

The Contractor submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the bank.

The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

1.3 The Contractors shall pay as earnest money a sum **₹88,610/- (Rupees Eighty-Eight Thousand Six Hundred Ten only)** by way of a BG/demand draft drawn on scheduled bank payable to Reserve Bank of India, Bhubaneswar or NEFT. A tender which is not accompanied by earnest money will not be considered. The earnest money deposit of all tenders other than

successful tenderer shall be refunded on award of work to the successful tenderer whichever but without any interest.

Under no circumstances, Earnest Money Deposit will be accepted in any other form than mentioned above.

The Earnest Money Deposited by the successful tenderer in the form of BG/DD initially valid for 4 months, shall remain un-discharged for such period as may be specified for keeping the tender open.

The EMD of successful Contractor shall be released on acceptance of the tender and on production of a Bank Guarantee called "**Performance Bank Guarantee (PBG)**" from any scheduled bank in the form prescribed by the Bank in Annex III towards security deposit for due fulfilment of the contract.

1.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful Contractor shall be bound to implement the contract and within fourteen days thereof the successful Contractor shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

1.5 i. Performance Bank Guarantee (PBG) as security deposit for completion period: On award of the work, the successful Contractor shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure III or amount equivalent to PBG through online mode (NEFT / RTGS) towards security deposit for the due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration (till Defect Liability Period) plus two (2) months and shall be suitably extended till completion of the work plus two (2) months in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order and it will be returned after Defect Liability Period. The amount retained by the Bank shall not bear any interest.

If the Contractor fails to furnish the Performance Bank Guarantee within stipulated time, in case of delays in submission in unavoidable circumstances, charges for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

ii. Retention Money (RM): In addition to 5% PBG, retention Money @ 5% will be deducted from each bill and retention money shall be released after satisfactory completion of defect liability period (DLP) of one year. The amount retained by the Bank shall not bear any interest.

1.6 All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from his/her earnest money and the security deposit if the amount so permits and the contractor shall, unless such deposit becomes otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

1.7 The Contractors shall furnish full details of all such similar works carried out by them during the last 5 years, as per the proforma included in this tender. The Bank will inspect one or all the works and satisfy itself about the performance of the work including the quality and completion time period, etc. before opening Part II of the tenders.

1.8 The Contractor shall carry out all the work strictly in accordance with drawings, details and

instructions of the Bank's Engineer. The bidders are requested to check all the drawings related to this work, which are available at Estate Department, Bhubaneswar Office, before submission of the tender.

1.9 The rates quoted shall be firm and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies or variation in labour rates. The rates shall be quoted for complete work and shall include charges for all taxes, cess, duties, cess under BOCW & BOCWWC act levies, consumables, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, execution & handover the executed work to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly, no import license will be issued by the Bank. All payments will be made at Bhubaneswar and will be in Indian rupees only. The Contractors are advised to include the GST in the quoted amount.

1.10 Contractors are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. 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 the Schedule of Quantities approximately indicate the total extent of work but may vary to each and every item should be correct, workable and self-supporting. The quantities upto any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

1.11 The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make in offered.

1.12 The Contractor must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings (which are available at Estate Department) 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 pertaining thereto.

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 14th 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 and if the Contractor fails to complete the work within the specified period, he/she shall be liable to pay compensation as defined in clause 1.25 of the Conditions of Contract. The Contractor shall before the commencing of work prepare a detailed work program which shall be approved by the Bank's Engineer.

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 of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

1.15 The successful Contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Bank.

1.16 The successful Contractor must co-operate with the other contractors appointed by the bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

1.17 The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements

1.18 The successful Contractor shall submit a Bar Chart programme for completion of the work.

1.19 The successful Contractor shall execute an agreement with the Bank on stamped paper of appropriate value as per stamp act within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

1.20 The payment for the system will be made by Bhubaneswar Office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Bhubaneswar only.

1.21 The Contractor shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.

1.22 The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

1.23 The Contractor shall strictly comply with the provision of safety code annexed hereto.

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

1.25 All the bidders shall submit a detailed bar chart indicating the details of various major activities involved in the work and their expected completion period, specifying the parallel and sequential activities, starting from the scheduled commencement of work so as to complete the entire work within the tender specified period along with the Part-I of the tender. The bidders shall also indicate the approximate deployment of manpower/ labour, as planned by them for the above purpose, commensurate with the planned schedule. After award of work, the contractor shall be required to carry out micro planning and the detailed schedule/ Bar Chart shall be submitted within 14 days from the date of issue of

work order for proper planning, monitoring and review of progress of work.

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

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

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

- a) Hindrance register in the Bank's approved format
- b) Site instruction book (in duplicate)
- c) Certified true copy of the contract
- d) Material receipt register along with copies of delivery challans
- e) Copies of all bills for which Basic rate is specified in the tender
- f) Labour daily attendance register
- g) Approved detailed schedule/ Bar chart and approved modifications of the same, If any.
- h) Signed Minutes of weekly progress review meetings
- i) Register for extra items/ variation/ deviation items
- j) Material test register along with copies of test reports/ certificates received from the manufacturer/ laboratory if required

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

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

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

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place:
Date:

Signature of Tenderer
Name:

Designation:

Seal of the firm

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor at their cost.
5. Even though in finishing items, the number of coats of paint/polish are mentioned, the contractor shall note that the entire furniture be finished in top class while handing over, including if necessary, additional coat of painting/polishing etc. without any extra cost.
6. The intending tenderer can obtain any clarifications regarding the tender drawings, specifications etc. if any from the office of the Deputy General Manager, Reserve Bank of India, Estate Department, Bhubaneswar, on any Bank's working day.
7. The entire materials for the work shall be brought to the working area through the staircase. The delivery of materials shall be given on the floors specified in the tenders.
8. Wherever the basic rate for the material is specified, the contractor should provide to the Bank for verifications all paid bills of purchased materials for ascertaining the actual rate of purchase so as to settle the difference in cost of material. The rate shall be got approved from the Bank before purchasing. The adjustment in price of materials shall be made on measured quantity only. No overhead or profit shall be considered on the cost difference. The basic price for the materials shall be taken as the cost of material at dealer's godown inclusive of taxes.
9. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer away from the bank's premises.
10. The tenderer shall use only approved brand materials.
11. A qualified, experienced and responsible full time supervisor shall be posted at site who can receive instructions, maintain account of materials etc. take decisions at site, without waiting for the instructions of the contractor.
12. No lapses from the Contractors side, which may cause damage to the occupants.
13. The work has to be carried out with least inconvenience to the staff.
14. Programme should be submitted before commencement of work so as to enable the Bank to intimate the occupants in advance for smooth working and better progress and the time schedule should be strictly adhered to.
15. No labourers shall be permitted to stay inside the campus after working hours.
16. The Contractors has to obtain permission from the local authorities as per the existing local byelaws for such works and the charges/fees if any, has to be borne and paid by the contractor including water and draining charges.
17. The contractor should have valid Labour license from Labour Commissioner wherever the number of labourers engaged is 20 or more.
18. Works contract/ VAT shall be deducted as per instructions of Government at source. The rate quoted shall include all such taxes and levies.
19. The contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Bank's Caretaker.
20. Before quoting the rates contractor should inspect the site and understand the nature and scope of the work for themselves.
21. Any damage cause to any of Bank's properties shall be made good by the contractor at their

own cost.

- 22. The contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's Engineer.
- 23. The Contractor shall make their own arrangements for storing of their materials at site.
- 24. The Contractor shall keep the Bank indemnified against all claims, if any.
- 25. The contractor shall only use MS 'H' frame scaffolding.
- 26. The Contractor shall ensure payment of minimum wages to the workmen employed by him as per Central Labour Commissioner's rates and obtain their signature or thumb impression on wage slip. A copy of such wage slip shall be submitted to the Bank.
- 27. Successful contractor shall provide a proper uniform to their worker engaged on site for identification purpose.
- 28. Successful contractor shall post a qualified Engineer at site during execution that shall follow necessary instruction given by the Bank's Engineer from time to time including keeping proper record of chemicals and cement brought at site including maintaining the record of day to day consumption.

Place:

Date:

Signature of Tenderer with seal

Section F **SAFETY CODE**

1. First aid appliances including adequate supply of sterilized dressing 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 cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 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 ladder.
5. 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.
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 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 of readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
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 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. To strictly follow health related protocol at work site as advised by authority/authorities.

ELECTRICAL SAFETY

1. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
2. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
3. Electrical power cables / wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
4. All electrical appliances i.e. welding, drilling, cutting machine, etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed.
6. Fire buckets filled clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location.
7. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.
8. The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.
9. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
10. Power supply shall be switched off from the Mains when equipment is not in use.
11. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
12. The work site shall be properly illuminated during the work.
13. All the electrical works should be carried out by licensed / authorized electricians / wiremen.
14. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
15. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
16. Aluminum / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

Place :

Date :

Signature of the tenderer with Seal

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e., welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Both the staircase doors shall be normally kept closed.
- xiii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiv. Power supply shall be switched off from the mains when equipment is not in use.
- xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

Seal & Signature of the Tenderer.

I/We hereby declare that we have read and understood the safety code of the tender and will fully abide by the same, should the work tender is awarded to me/us.

Place:

Date:

Signature & seal of the contractor

Section G **Conditions of contract - commercial**

THE CONDITIONS HEREINBEFORE REFERRED TO

1.1 Interpretation Clause

1.1.1 In construing these conditions, the **Specifications, Schedule of Quantities and Contract agreement, the following** words shall have the meaning herein assigned to them except where the subject of context otherwise required.

"Bank" shall mean the Reserve Bank of India, Bhubaneswar and shall include its assigns and successors.

"Contractor" (i) in the case of partnership shall mean _____ and _____ trading as partners in the names and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and legal representatives of a deceased partner (ii) in the case of individual shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives (iii) in the case of company shall mean _____ a company incorporated under 20 _____ and having its registered office at _____ and shall include its successors and assigns.

"Site" shall mean the site of the Contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.

"This Contract" shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities, Specifications, and Drawings, etc., attached hereto and duly signed.

Bank's Engineer: The term "Bank's Engineer" shall mean the person appointed and paid by the Bank to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the

The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued.

The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

(g) "Notice in Writing" or Written Notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

"Act of Insolvency" shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

"Net Prices" if in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the tender any sum either as percentage or otherwise, than the net prices of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage of proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "Net rates" or "Net Prices" when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at.

"The Works" shall mean "**Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha**".

Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa, where the context requires.

1.2 Scope of Contract

1.2.1 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's Engineer. The Bank's Engineer may in his 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 "Bank's Engineer's Instructions" in regard to,

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.

The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.

The removal and/or re-execution of any works executed by the Contractors.

The dismissal from the works of any persons employed thereupon.

The opening up for inspection of any work covered up.

The amending and making good of any defects under clause 1.19 hereof.

1.2.2 The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's Instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the work by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within SEVEN days, and if not dissented from in writing within a further SEVEN days by the Bank's Engineer, such shall be deemed to be the Bank's Engineer's Instructions within the scope of Contract.

1.3 Variations to be approved by Bank.

1.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the Bank issue any instructions, verbal or in writing, which will result in the Bank having

to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Bank. The Contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Bank shall form a supplementary agreement. The Bank shall not be liable for payment of such variations until these statements are sanctioned by it.

1.4 Drawings, Schedule of Quantities and Agreement

1.4.1 The Contract shall be executed in duplicate, and the Bank and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof, shall be furnished by the Bank's Engineer, free of cost, one copy each of the said Drawings and of the Specifications. Any further copies of such Drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy of all Drawings on the works and the Bank's Engineer, or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank all Drawings and Specifications.

1.5 Contractor to provide everything necessary at his/her cost.

1.5.1 The Contractor shall provide at his/her cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, 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 Drawings or between the Drawings, Schedule of Quantities and Specifications he shall immediately and in writing refer the same to the Bank's Engineer who shall decide which is to be followed.

1.6 Authorities, Notices and Patents

1.6.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and byelaws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he/she shall proceed with the work conforming to the provisions, regulations, or byelaws in question and any variation so necessitated shall be dealt.

1.6.2 The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, regulations or byelaws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Bank's Engineer.

1.6.3 The Contractor shall indemnify the Bank against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

1.7 Setting out of Works

1.7.1 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.

1.8 Materials & Workmanship to conform to Descriptions

1.8.1 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 Bank's Engineers' instructions and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipt and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Engineer may require.

1.9 Contractor's Superintendence & Representative on the works

1.9.1 The Contractor shall give all necessary personal superintendent during the execution of the works and as long thereafter as the Bank's Engineer may consider necessary 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's Engineer to such representative shall be held to be given to the Contractor.

1.10 Dismissal of Workmen

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

1.11 Access to Works

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 representative necessary for the inspection and examination and test of the materials and workmanship. Pre-dispatch inspection of materials will be carried out by Bank's Technical officer. No person not authorized by the Bank except the representatives of public authorities shall be allowed on the works at any time.

1.12 Assignment and Sub-letting

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

1.12.2 No alteration, omission or variation shall vitiate this Contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from the works or any alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do

any work extra to or make alterations or additions to or omissions from the works or any deviations from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions, or omissions shall in all cases be determined by the Bank's Engineers with the prior approval in writing of the Bank and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

1.13 Schedule of Quantities

1.13.1 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 indicated in the sub-section "mode of measurement" under section.

1.13.2 Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof 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.

1.14 Sufficiency of Schedule of Quantities

1.14.1 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.

1.15 Measurement of Works

1.15.1 The Bank's Engineer 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 or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

1.15.4 All authorised extra works, omissions, and all variations made without the Bank's Engineers' knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Bank) shall be included in such measurements.

The following procedure shall be adopted for taking & recording the Measurements of works
The measurements shall be recorded and entered in computerised format as per Annexure X in the first instance by the contractor, and a hard copy shall be submitted to the department. All entries shall be made exactly as per the extant procedure for recording conventional MBs.

These measurements shall be then 100% checked by the junior Engineer/ AM (Tech) If Junior Engineer/ AM (Tech) is not available, the AM (Tech) / Mgr. (Tech) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements and submit to the department, the corrected computerised measurement in the form of a book, duly hard bound with its page machine numbered. All the pages of this computerised MB shall have full signature with date of the authorised official of the contractor and the official of the bank with name and designation.

The test checking of these computerised measurements shall be carried out by the concerned officials as per extant instructions. This book shall be treated as computerised Measurement Book.

The computerised MB given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over- writing. In case of any error, the computerised MB shall be cancelled, and the contractor shall re-submit a fresh computerised MB, duly incorporating all corrections. This should be done before the corresponding bill is submitted to the department for payment.

The concerned official shall record the necessary certificates for their checks and test checks as per the extant procedure in the computerised MB. It shall be the responsibility of the concerned officials to ensure that all the corrections have been incorporated in the computerized MB before they record their certificates.

The computerized MB shall be allotted a serial number as per the register of computerised MB to be given by the Bank to the contractor.

All the pages of the Finalised computerizes MB shall have full signature with date of the authorised official of the contractor and the official of the bank with name and designation. The measurements taken by the bank's engineer or a person approved by him shall be taken to be correct measurements of the work. All measurements shall be taken in accordance with Mode of Measurements detail in the specifications.

1.16 Prices for extras etc. - Ascertainment of

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

1.16.2 No claim for an extra item shall be allowed unless it shall have been executed under provisions of Clause 1.2.2 hereof or by the authority of the Bank's Engineer with the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

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

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

Where the extra works are not of similar character and/or executed under similar conditions as

aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract Works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or it by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Bank.

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

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

1.16.4 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 one month of the completion of the Contract works.

1.17 Unfixed materials when considered to be Property of the Bank

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

1.18 Removal of Improper Works

1.18.1 The Bank's Engineer, 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 Bank's Engineer are not in accordance with the Specifications

or the instructions of the Bank's Engineer, 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 instructions; and the Contractor shall forth-with carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Bank shall have the power to employ and pay other persons to carry out the same; and all expense consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Bank from any moneys due, or that may become due, to the Contractor.

1.19 Defects after Virtual Completion

1.19.1 Any defect, shrinkage, settlement or other faults which may appear within the "defect liability period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of completion of the work arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects, 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/her 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, to be determined by the Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under Clause 1.28 hereof 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, who has been nominated or approved by the Bank's Engineer, the Contractor shall be liable to make good in the same manners 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's Engineer.

1.20 Other Persons Employed by Bank

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

1.21 Insurance in respect of Damage to Person & Property

1.21.1 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, rain, wind or other 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.

1.21.2 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.

1.21.3 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 anything which may arise 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 plus two months 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's Engineer 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.

1.21.4 The Contractor shall be responsible for any 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.

1.21.5 The Bank shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from, or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Bank's other rights in respect thereof. The Contractor shall, at his own expense, arrange to effect and maintain (until the virtual completion of the Contract plus two months) with an approved office, the following insurance policies in the joint name of the Bank and contractor (**RBI name being placed first in the policy**) within **14 days** and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract.

1. **(C.A.R. Policy) for the total amount of contract**
2. **Workmen compensation policy.**
3. **Third party liability policy with the limits as under**

a) **Rs.5 lakh in respect of damage to property for any one accident or occurrence subject**

to an overall ceiling of Rs.10 lakh.

b) Rs.2 lakh per person for any one accident or occurrence.

1.22 Date of Commencement & Completion

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

1.23 Damage for Non-completion

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money.

If the Contractor fails to complete the work within the specified completion period, he shall be liable to pay the Liquidated damages at the rate 0.25% of the contract amount per week of delay beyond stipulated period will be levied subject to maximum of 10% of the contract amount.

1.24 Delay & Extension of Time

1.24.1 If in the opinion of the Bank, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own 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 Bank's Engineer's instructions or (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Bank 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 may be given written notice thereof to the Bank's Engineer, 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's Engineer to proceed with work.

1.25 Failure by Contractor to comply with Bank's Engineer's Instructions

1.25.1 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 Bank's Engineer's instructions, the Bank may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any moneys due to the Contractor.

1.26 Termination of Contract by the Bank

1.26.1 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 within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the Contract and to give security therefor, if so, required by the Bank's Engineer. Or, if the Contractor (whether 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 Contractor, Or shall assign or sublet this Contract without the consent in writing of the Bank first hand obtained. Or shall charge or encumber this Contract or any payments to you, or which may become due, to the Contractor then and there, Or if the Bank's Engineer shall certify in writing to the Bank that the Contractor: has abandoned the Contract, or 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's Engineer notice to proceed, or 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 has failed to remove material from the site or to pull down and replace work for seven days after receiving from the Bank written notice that the said materials or works were condemned and rejected by the Bank's Engineer under these conditions, or 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 Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shade, machinery, steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer

shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expenses or loss which the Bank 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 Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

1.27 Termination of Contract by Contractor

1.27.1 If payment of the amount payable by the Bank under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank, or if the Bank interferes with or obstructs the issue of any such certificate, or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank 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 Bank, through the Bank's Engineer, and he shall be entitled to recover from the Bank, 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.

1.27.2 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.

1.28 Certificate & Payments

1.28.1 A The Contractor shall be paid by the Bank from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer work to the approximate value named in the Appendix as Value of work for Interim Certificates (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with the Contract. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.

1.28.1 B. The contractor, on signing an Undertaking in the specified form, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials (The assessed value shall be the least of the purchase value supported by the tax paid vouchers, duly verified, or material price derived from the tender rate for the respective item) which are in the opinion of the Bank's Engineer non-perishable, non-fragile and are in accordance with the contract and which have been brought on the site in connection therewith as per the approved progress plan and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered /deducted from the next payment made under any of the clause or clauses of this contract.

The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

1.28.2 The Bank's Engineer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

1.28.3 The Bank's Engineer may by any certificate make any correction in any previous certificate which shall have been issued by him.

1.28.4 No Certificate of Payment shall be issued by the Bank's Engineer if the Contractor fail to ensure the works and keep them insured till the completion of the work.

1.28.5 Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificate" after such Certificates have been delivered to the Bank.

1.29 Delayed Payment

Any amounts payable by the Bank to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for honouring Certificate" named in the Appendix, carry interest at the rate named in the Appendix, as the "Rate of Interest for Delayed Payment" from the date upon which such sum ought to have been paid by the Bank until the payment.

1.30 Matters to be finally determined by Bank's Engineer

1.30.1 The decision, opinion, direction, Certificate of the Bank's Engineer (Except for payment) with respect to all or any of the matters shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

1.31 Settlement of Dispute by Arbitration

1.31.1 All disputes and differences of any kind whatever arising out of or in connection with Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the Bank's Engineer, who shall state his decision in writing. Such

decision may be in the form of a final certificate or otherwise. The decision of the Bank's Engineer with respect to any of the excepted matters shall be final, But if either the Bank or the Contractor be dissatisfied with the decision of the Bank's Engineer on a matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Bank's Engineer of any Certificate to which the Contractor may claim to be entitled, then and in any such case, either party (the Bank or the Contractor) may within 28 days after receiving notice of such decision given a written notice to the other party through the Bank's Engineer requiring that matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the arbitration and final decision of an arbitrator to be agreed upon as appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each

party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

1.31.2 The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition of 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.

1.31.3 The Arbitrator or Arbitrators, as the case be, shall make his or their award within one year (or such further extended time as may be decided by him or them, as the case may be, with the consent of the parties from the date of the Arbitrator entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the Arbitrator or Arbitrators, as the case may be 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 Arbitrators as the case may be.

1.31.4 Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine, the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case shall be final and binding to the parties. It is agreed that the Contractor shall not delay in carrying out the works by reasons of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, given abide by the decision of the Bank's Engineer and no Award of Arbitrator or Arbitrators, as the case maybe, shall relieve the Contractor of his obligations to adhere strictly to the Bank's Engineer's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right to action under the Contract.

1.32 Right of Technical Scrutiny of Final Bill

1.32.1 The Bank shall have a right to cause a technical examination of the works by any agency 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.

1.33 Bank Entitled to Recover Compensation Paid to Workmen

1.33.1 If, for any reason, the Bank is obliged, by virtue of the provisions of the workman's Compensation Act, 1923, or any Statutory Modification or re-enactment thereof to pay compensation to a workman employed by the Contractor, in execution of the works, the Bank, shall be entitled to recover from the Contractor the amount of compensation sopaid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Contractor under this Contract or

otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

1.34 Abandonment of Works

1.34.1 If at any time after the acceptance of the tender, the Bank shall for any reasons whatsoever not require the whole or 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 otherwise whatsoever on account of any profit or advantage which he might have derived from execution of the whole works.

1.35 Return of Surplus Materials

1.35.1 Notwithstanding anything to the contrary contained in any of all the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of the Bank by purchase made under orders or permits or licenses issued by Government the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose off them without the prior written permission of the Bank and return them to the Bank, if required by the Bank at the price to be determined by the Bank's Engineer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Bank all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

1.36 Right of the Bank to Terminate Contract in the Event of Death of Contractor, if Individual

1.36.1 Without prejudice to any of the rights or remedies under this Contract, if the Contractor being an individual, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.

1.37 Testing

As required by Bank's engineer, certificate/ purchase bill to be submitted if required.

1.38 Prevention of Sexual Harassment

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

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional 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 employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

1.39 Non-Disclosure Clause

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

1.40 Work at Site

1.40.1 The contractor shall inspect the site and ascertain for himself the nature, character and extent of work to be executed and shall include all items, whether specifically mentioned or not in the Specifications, Drawings, or Schedule of quantity to make with the intent and purpose of these Specifications.

1.40.2 Before submitting the quotations the Contractor is advised to inspect the site and understand the scope of the work fully. In case of any clarifications required, The Contractor may approach the Bank's Engineer.

1.40.3 The labourer of the Contractor will not be allowed to stay within the premises except during the work.

1.40.4 The electric power required for the work can be drawn from the existing supply point available a site. Necessary switch boards with fuse, wires etc. and other accessories required for drawing the power to site will have to be arranged by the contractor.

1.40.5 Permission, if any, required from the local bodies shall have to be obtained by the contractor at his own cost.

1.40.6 The entire materials for the work shall be brought to the working area through the staircase only and the lifts of the Bank shall not be used for the purpose.

1.40.7 The intending Contractor may obtain any clarifications regarding the tender from the office of the AGM, Estate Department, Reserve Bank of India, Bhubaneswar.

1.40.8 The Contractor may please note that the area involved for this work is inside the Residential Building. This building, therefore, is in occupation. The Contractor, therefore, will have to carry out his work without causing any inconvenience to the residents staying in the colony.

1.40.9 The work area required to be cleared of debris on a day-to-day basis without any additional cost to the Bank.

1.40.10 At the site of work either the contractor himself should be present to supervise the work or else make necessary arrangements to post a qualified supervisor to supervise the work at site. Any instructions given by the Bank's engineer to the supervisor will be construed to have been given to the contractor and similar compliance expected from him.

1.40.11 Any damage caused to the Bank's/other property (inside the premises) shall be made good by the contractor at his own cost.

1.40.12 The contractor shall ensure that the labourers employed by him have some official valid documents (OVD) such as Aadhar card, voter ID card, driving license etc. to facilitate security related checks on them. In case the labourers do not have any document to prove their identity they may not be allowed to enter the Bank building premises.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place:

Signature of Tenderer

Date:

Name and designation

Name of firm with Seal

Section H

A bidder is liable for debarment/disqualification from bidding on the following rounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

- a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract;
- i) Failed to disclose conflict of interest.
- j) Failed to disclose any previous transgressions made in respect of the provisions of sub-clause(i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity

2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, on-supply of material, abandonment of works, substandard quality of works, failure to abide terms of the tender etc.

3. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

**Undertaking regarding declaration of debarment by public institution(s)
(To be submitted by the tenderer on their letterhead)**

Name of Work: Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

1. I / we(Name of the bidder) declares that

(a) I / we or any of our allied firm* is / are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on..... (last date of submission of bid).

(b) I / we or any of our allied firm* have not made any transgression in respect of the code of integrity with any public institution / entity in India or any other country in last three years as on....(last date of submission of bid).

(c) I / we will inform the Bank in writing, in case, I / we or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or other country on or before award of work for the captioned work.

2.I / we(Name of the firm) declare that I /we or our allied firm*(Name of the allied firms(s)) is / are debarred / suspended/ blacklisted by (Name and address of public institution in India or any other country) and the same effective up to(date). A copy of such letter is attached for your information and record.

(Seal and signature of the applicant)

Date:

Place:

Note: Strike out one of the above two declarations which is not applicable

*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

Annexure I

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on _____ between the RESERVE BANK OF INDIA, BHUBANESWAR having its Central Office at Mumbai 400001 (Hereinafter called "The Bank") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Bank desirous of carrying out "**Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha**" and has caused Drawing and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of Bank's Engineer.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In 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 Conditions 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 term "Bank's Engineer" in the said condition regarding execution of the work, quality of construction, quality of materials, progress and completion of the project etc. shall mean the Deputy General Manager (Technical), or any other person designated for the purpose by the Reserve Bank of India. As far as the operation of the provision of the contract viz. clause relating to settlement of disputes through arbitration, the term "Bank's Engineer" shall be read as Deputy General Manager / Officer – in-charge, of the Estate Department, Reserve Bank of India, Bhubaneswar.
4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions perform the agreements on their part respectively in the said Conditions contained.
5. The plans, agreement and the documents mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed lump sum Contract nor a piece Work Contract, but it is a Contract to carry out the work in respect of Tender for **Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha** to be paid for according to actual measured quantities at the rates contained in the Schedule of quantities or as provided in the said

Conditions.

7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, 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.
8. 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.
9. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during 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 of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank because 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 Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
10. The contractor hereby agrees to commence the work from 14th day of date of work award letter and to complete the entire work within **40 days** subject nevertheless to the provisions of extension of time in writing by such form (i.e., by way of deed of agreement or by exchange of letters / email) as may be mutually decided by the parties.
11. All payments by the Bank under this contract will be made only at Bhubaneswar.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have jurisdiction to determine the same.
13. The several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
14. The original tender submitted by the successful contractor, a complete set of tender drawings which were made available to the tenderer or made available for inspection by the intending tenderers, all the correspondence exchanged between the Bank and the successful tenderer after the date of opening of the tender till the date of award of the contract and the work order having letter no. BBS.ESTT.ESAD.No._____ dated _____ will form part of the agreement.
15. The contractor/agency shall be solely responsible for full compliance with the provisions on prevention of Sexual harassment of Women at work place under Prevention, Prohibition and

Redressal Act 2013. In case of any complaint of sexual harassment against its employee within the premises of Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/agency and the contractor/agency shall ensure appropriate action under the said Act in respect of the complaint.

(a) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the bank.

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

(c) The contractor shall be responsible for educating its employees about the prevention of sexual harassment at workplace and related issues.

(d) The contractor shall provide a complete and updated list of its employees who are deployed within the bank's premises.

16. Contractors shall comply with minimum wage Act, labour Act and any other act, in force. Notices/penalty, if any, issued/ imposed by any statutory bodies in the work due to lapses by the contractor in complying with the statutory norms/ requirements shall be paid by the contractor, without any claim to the Bank.

17. Governing Language

This Agreement has been executed in English and Hindi. If Hindi translation of this Agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

IN WITNESS WHERE OF the Bank and the Contractor have set their respective hands to these presents and two duplicates thereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual).

IN WITNESS WHERE OF the Bank has set its hands to these presents through its duly authorized officials and the Contractor has caused its common seal to be affixed hereunto 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 hereinabove written, (If the Contractor is a Company).

**भारतीय रजव बक की और से ह ता रत
और सुपुद**

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

**ठेकेदार की और से ह ता रत
और सुपुद**

SIGNED AND DELIVERED BY
the Contractor by the hand of

(Name & Designation)

(Name &

Designation)

गवाह/In the presence of:

i) _____

पता /Address _____

ii) _____

पता /Address _____

गवाह/In the presence of:

i) _____

पता /Address _____

ii) _____

पता /Address _____

Annexure II
Proforma Of Bank Guarantee for EMD

(On Non-Judicial Stamp Paper of appropriate value)

The Regional Director,
Reserve Bank of India
Bhubaneswar

Place
Date

Dear Sir/Madam,

Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha.

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at Bhubaneswar (hereinafter called the 'Bank') has invited **e- tenders** for the work **Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha** (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the Contractor shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit.
2. M/s _____, (hereinafter called as

Contractor), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Bank in respect of the said sum of Rs. (Rupees only).

NOW THIS GUARANTEE WITNESS THE

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

only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Contractor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of

Rs. _____/- (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs.

_____/- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the

Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India 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 Contractors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees.....only)

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

_____/- (Rupees _____
only)

- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto _____ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein

- e) Our liability under this 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 Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

Bank.

Authorized official.

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

Annexure III
Proforma Of Bank Guarantee for Performance Security Deposit
(On Non-Judicial Stamp paper)

The Regional Director,
Reserve Bank of India
Bhubaneswar

Place
Date

Dear Sir/Madam,

Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

WHEREAS

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹._____ (Rupees_____

_____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESS THE

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ /- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. 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 Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India 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 Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India 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 Contractors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees... only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____(Rupees only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____(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

Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

presence of:

Witness 1

Signature

Name

Address

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

ANNEXURE- "IV"

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/Good/Satisfactory/poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/poor
	e) General behaviour	Outstanding/Very Good/Good/Satisfactory/poor

Signature of the Reporting Officer* with Office seal

*** Regarding performance report/ client's certificate, for works carried out for Government/public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.**

ANNEXURE V

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

On the Letter Head of Bank

Ref. No. _____

Date: _____

Regional Director
Reserve Bank of India
Estate Department
Pt. J.L. Nehru Marg
Bhubaneswar-751001

Respected Sir/Madam,

This is to certify that to the best of our knowledge and information M/s. /Shri..... a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹44,30,501/-

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

Other particulars are given below for your perusal and record:

Pro forma for Details of Principal Banker/other bankers

Sr. No.	Particulars	Principal Banker	Banker	Banker
1	Address			
2	Contact Person			
3	E-mail			
4	Telephone Number			
5	Fax Number			

(Signature)

For the Bank

Note:

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

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

Annexure – VI

List of Clients

i. Details of similar qualifying works undertaken before 5 years (undertaken on or before December 31, 2020)

Sr. No.	Name of the work	Name and address of the owner	Nature & specification of the work	The name and full address of the officer under whom the work was carried out	Amount	Whether work completed in time	Phone Number, mail id & Contact person of the firm

ii. Details of similar qualifying works executed during the last 5 years (completed on or before December 31, 2025)

Sr. No.	Name and address of the firm	Nature of similar work	Value of the work	Whether works completed in time or not (Give date of start & and date of completion)	Completion period as per work order	Phone Number, mail id & Contact person of the firm

Place:

Date:

Signature of the Tenderer

Annexure – VII

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL (On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr./Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the "**Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha**" on Item Rate Contract basis for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature(s) of the Bidder

Name(s)

Stamp/Seal of the Bidder

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

Annexure VIII

Appendix Hereinbefore Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14 th day from the date of letter of issue of work order.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages	As per LD clause (maximum of 10% of the contract value)
6.	Value of works for interim certificates	Rs.23 lakh
7.	Retention percentage	5% from each bill (RA & Final bill)
8.	Installment of security deposit after virtual Completion	PBG as SD and RM as SD will be released after Defect liability Period subject to rectification of defects pointed out, (if any), satisfactorily.
9.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
10.	Interest for delayed payment	Provided the bill submitted by the contractor is found to be in order. Where interest is to be paid, the rate of interest shall be the rate of interest of Provident Fund.

Annexure IX

Schedule of Commercial Deviations

We confirm that all commercial terms and conditions and specifications of the Bank except for deviations listed below:

Seal & Signature of Tenderer.
Name
Designation
Date

Annexure X

Schedule of Technical Deviations

We confirm that all technical terms and conditions and specifications of the Bank except for deviations listed below

Sr. No.	Section No.	Clause No.	Deviation proposed
1	2	3	4

Seal & Signature of Tenderer.
Name
Designation
Date

ANNEXURE- “XI”

Format of Computerized Measurement Book

RESERVE BANK OF INDIA
BHUBANESWAR OFFICE

COMPUTERISED MEASUREMENT BOOK

(पेज 1 से __)
(Pages 1 to __)

यह पु\$क M/s _____ से जारी की गई है

This Book is issued by M/s _____

(मा)णत)कया गया)क इस पु\$क म, __पृ- ह
Certified that this book contains __Pages

)जस अ)/कारी को पु\$क जारी की जाती है,
उसके ह\$ार

Signature of the official to whom
the book is issued

Signature of AGM-Estate Department

||

INDEX

III मापन परीण का सारांश Abstract of Test Check Measurement

Reserve Bank of India
Estate Department
Bhubaneswar
Measurement
Name of the work:
Name of vendor: M/s
Date of commencement of work:
Work Order No:
Inward No:
Invoice No:
Date of completion of work:

S. No.	Description of item	Unit	Quantity

Page No. - _____

Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

Reserve Bank of India
Estate Department
Bhubaneswar
Cash Abstract
Name of the work -
Name of vendor :
Date of commencement of work:
Work Order No:
Inward No:
Invoice No:
Date of completion of work:

S. No.	Description of item	Unit	Quantity	Rate/Unit (in ₹)	Amount (in ₹)
	Total				

Page No. - _____

Notes: All the sheets shall be ruled. (sheets shall be in triplicate in three colours - white, yellow and green respectively, as per the proforma given above). Each Measurement Book shall be Hard bound and submitted along with each RA Bill & Final Bill.

Annexure – ‘XII’

Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,

The Regional Director
Reserve Bank of India
Estate Department, 2nd floor,
Main Office Building,
Bhubaneswar- 751001

Name of Work: Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

Dear Sir,

I / We (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or iv. is from a country sharing land border with India where Government of India is engaged in developmental projects. (Strikeout whichever of the above is not applicable).

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we.....(Name of bidder) will not sub-contract any work to a contractor from such country(ies) unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm with Rubber Stamp

Date:

Place:

Annexure XIII
Escalation Matrix for Project Follow-up

The tenderers are requested to fill in following particulars.

S.No.	Escalation Level	Name of the Person & Designation	Address	E-Mail ID	Phone Number
1	1 (Site - Supervisor)				
2	Junior Management				
3	Middle Management				
4	Top Management				

Escalation Matrix for DLP

The tenderers are requested to fill in following particulars.

S.No.	Escalation Level	Name of the Person & Designation	Address	E-Mail ID	Phone Number
1	1 (Service Manager)				
2	Junior Management				
3	Middle Management				
4	Top Management				

Annexure XIV

Proforma of undertaking in connection with payment of advance of materials brought by the contractor to the site

This undertaking made this _____ day of _____ between the Reserve Bank of India, a corporation constituted under the Reserve Bank of India Act, 1934 and having its Central Office at Shahid Bhagat Singh Road, Mumbai 400001 (hereinafter called the Employer) of the one part and _____ (hereinafter called the Contractors of the other part).

The Employer and the Contractors have entered into an Agreement dated _____ hereinafter called as the said agreement and in terms of Clause No. 1.28 of the conditions in the agreement, the Employer has agreed that the contractor will be paid an advance of 75% of the cost of non-perishable building materials brought by the contractor to the site for consumption in the works at the discretion of the Employer.

The Contractor has applied to the Employer that they be allowed advances on the security of materials absolutely belonging to them and brought by them to the site of work. The Employer has agreed to do so on the terms and conditions hereinafter set out.

Now this Letter of Undertaking witnesses that in consultation of the said agreement and in consideration of the amount paid/payable to the contractor by the Employer and of any further advances as may be made to the Contractors as aforesaid, the Contractor hereby agree with the Employer and undertake as under:

1. The amount advanced by the Employer to the Contractors as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. That the material which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances or any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind the Contractor indemnify the Employer against all claims to any materials in respect of which an advance has been made to them as aforesaid.
3. That the materials on the security of which any further advance of advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Bank's engineer of the Employer and in accordance with the terms of the said agreement.
4. That the Contractors shall make at their own cost all the necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid, the said materials shall remain at the site of the said works in the Contractor's custody and on their own responsibility and shall at all times be open to inspection by the Employer's Engineers or any officer authorised by the Employer. In the event of the said materials or any part thereof being stolen, destroyed or damaged, the

Contractor will forthwith replace the same with other materials of like quantity or repair and make good the same as required by the Assistant Engineer/ Assistant Executive Engineer.

5. That the said materials shall not on any account be removed from the site of the said works except with the permission of the Bank's engineer.
6. That the advances shall be repayable in full when or before the Contractors receive payment from the Employer of the price payable to them for the said works under the terms and the provisions of the said agreement provided that if any intermediate payments are made to the Contractors on account of work done, then on occasion of each such payment by deducting therefrom the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
7. That if the Contractors shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents, the total amount of advance or advances that may still be owing to the Employer, shall immediately, on the happening of such default, be repayable by the Contractors to the Employer together with interest thereon at 12% per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damaged and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractors and the Contractors hereby covenant and agree with the Employer to repay and pay the same respectively to him accordingly.
8. That the Contractors hereby charge all the said materials with the repayment to the Employer of the sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:
 - a. Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the Contractors in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractors with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractors, they are bound to pay the same to the Employer on demand.
 - b. Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractors.

- c. Deduct all or any part of the money owing out of Security Deposits or any sum due to the Contractor under the said agreement.
- 9. That except in the event of such default on the part of the Contractors as aforesaid, no interest shall be payable on the said advance.
- 10. That in the event on any conflict between the provisions of these presents and the said agreement, the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction of effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Officer-in-Charge, Premises Department, Mumbai, whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.
- 11. The provision of this Undertaking shall be deemed to be supplemented to the said agreement.

IN WITNESS WHEREOF the Contractors have set their hands to these presents the day and year first hereinabove written.



**Reserve Bank of India
Estate Department
Bhubaneswar**

**Section I
Technical Specifications- Civil works**

The scope of work covers execution and completion of work of "**Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha**" for the Reserve Bank of India in accordance with specifications prepared by the Bank's Engineer and to the satisfaction of the Bank's Engineer.

Contract

The form of contact shall be according to the Conditions of Contract". The following clauses shall be considered as an extension and not in limitations of obligation of the contractor.

Dimensions

Figured dimension are in all cases to be accepted in preference to scales sizes. Large scale details take precedence over small scale drawings. In case of discrepancy the Contractor is to ask for clarification before proceeding with the work.

Contractor to include in his rates

The contractor shall include in his rates for all the items listed in this section. Contractor to Inspect Site The contractor shall visit and examine the site and satisfy himself as to the nature of the existing roads or other means of communications, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information on all matters affecting the execution of the work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the ground of insufficient description will be allowed. All expenses incurred by the contractor in connection with obtaining information for submitting this tender including his visits to the site or efforts in compiling the tender shall be borne by the bidder and no claims for reimbursement thereof shall be entertained.

Gatekeeper and Watchman

The contractor from the time of being placed in possession of the site must make arrangements for watching, lighting and protecting the work, all materials, workmen and the public by day and night on all days including Sundays and holidays at his own cost.

Storage for materials

The Contractor shall provide for all necessary sheds of adequate dimension for storage and protection of materials like cement, lime, timber and such other materials including tools and equipment which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open.

All such sheds shall be cleared away and the whole area left in good order on completion of the contract to the satisfaction of the Architects.

All materials which are stored on the site such as bricks, aggregates etc. shall be stacked in such a manner so as to facilitate rapid and easy checking of quantities of such materials.

Cost of Transportation

The Contractor shall allow in his cost for all transporting, unloading, stacking and storing of supplies of goods and materials for this work on the site and in the places approved from time to time by the Bank's Engineer. The Contractor shall allow in his price for transport of all materials controlled or otherwise to the site.

Rates for non-tender items

Rates of items not included in Schedule of Quantities shall be settled by the Bank's Engineer as mentioned in the variation clause of the Contract Conditions.

Rate to include

The rates quoted shall be for all heights and depths and for finished work. To ascertain from Contractors for the other trades

The contractor shall ascertain from other Contractors as directed by the Bank all particulars relating to their work with regard to the order of its execution and the position in which chases, holes and similar items will be required, before the work is taken in hand as no claims for extras will be allowed for cutting away work already executed in consequences of any neglect by the Contractors to ascertain these particulars beforehand.

Testing of Material (If required)

The contractor shall, before he place orders for supply of materials, furnish to the Bank's Engineer at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in time, notwithstanding prior approval by Bank's Engineer/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases makers/ manufacturers test certificates if required shall be produced by the contractor along with the samples for their goods/articles/ products/ processes/equipment.

Clearing of Site

The Contractor shall ensure to clear the site of all debris and left over materials at his own expense to the entire satisfaction of the employer and Municipal or other public authorities.

Preparation of building for occupation and use on completion

The whole of the work shall be thoroughly inspected by the Contractors and all deficiencies and defects set right. On completion of such inspection, the Contractor shall inform the employer in writing, that he was finished the work and it is ready for the Bank's engineers' inspection.

On completion, the contractor shall clean all windows and doors and all glass panes including cleaning of all floors, staircase and every part of the work area including oiling of all hardware. He will leave the

entire work area neat and clean and ready for immediate occupation and to the satisfaction of the employer.

Vouchers

The Contractor shall furnish the employer with vouchers on request, to prove that the materials are as specified and to indicate the rates at which the materials purchased in order to work out the rate analysis of the non-tender items which he may be called upon to carry out thereafter.

Protection

The contractor shall properly cover up and protect all work throughout the duration of work until completion, particularly masonry / finish, mouldings, steps terrazzo or special floor finishes, staircases and balustrades, doors and windows frames, plaster angles, lighting and sanitary fittings, glass, paint work and all finishes.

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:-

1. Materials shall be of the best approved quality and they shall comply with the respective latest IS code specified.
2. In case of non-availability of materials in metrics sizes, the nearest size in FPS units shall be provided with the prior approval of the Bank's Engineer-in-charge for which, neither extra will be paid nor any rebate, be recovered.
3. All material shall be tested (if asked by the Bank) in any testing laboratory approved by the Assistant Engineer/ Assistant Executive Engineer / Engineer-in-charge, as per the testing guidelines issued by the Employer, which can be perused by the contractor from the office results of such tests in original issued by the laboratory shall be submitted to the Architects with copy to Assistant Engineer / Assistant Executive Engineer / Engineer-in-charge. The entire charges connected with such testing including for repeated tests if ordered by the Bank's Engineer-in-charge shall be borne by the Contractor.
4. All materials supplied by the Employer / any other specialist firm shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
5. Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specified Conditions, the quality of materials, workmanship, dimensions etc. shall be as specified herein under.
6. All equipment's and facilities for carrying out field test on materials shall be provided by the Contractors without any extra cost.

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

Date:

Place:

Section J

List of Approved Brand and / or Manufacturer of Material		
SI no	Items	Approved list
1	Aluminium Section	Jindal, Hindalco, Indal or equivalent approved
2	Marine plywood (BWP Grade)	Green Ply, Anchor, Kit ply, Century or equivalent approved
3	Glue/adhesive	Fevicol, Araldite, Vamicol or equivalent approved
4	Steel	TATA, SAIL, JINDAL or equivalent approved
5	Stainless steel accessories and hardware	Hettich, Sterling, Haffle, Kaff, Ever shine, polo or equivalent approved

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:



**Reserve Bank of India
Estate Department
Bhubaneswar**

Section K

Tender for Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

e-Tender no: RBI/Bhubaneswar Regional Office/Estate/46/25-26/ET/878

Un- Priced Schedule of Quantities

Part -II

Name of Contractor _____

Address _____

Close Bid Date: - February 09, 2026 up to 14:00 Hrs.



**Reserve Bank of India
Estate Department
Bhubaneswar**

“Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha”

Preamble

The rates quoted shall include the following:

1. The item and quantities indicated in the schedule of quantity are tentative and as per need of work and as decided by the Bank certain items/ quantities may not be required to be executed or may be executed with reduction in quantities to any extent. The contractor has to execute items/quantities as per direction of Bank and no claim on this account whatsoever it may will be entertained by the Bank in respect of non-operation of items/reduction in quantities.
2. Charges required to comply with all the provision under contract labour Act 1970(including subsequent revision if any) and rules therein.
3. Providing for all costs and charges incurred by the contractor complying with all safety health and welfare regulations, appertaining to staff and work people employed on the site.
4. Keeping the site free from debris arising from the works during the renovation/construction/repair/ period and leave the site free from debris on completion of work to the satisfaction of the Employer.
5. Providing electric lights, maintain system, all as required for the works and remove the temporary installations on completion
6. Making necessary holes/pockets/chases in masonry/ concrete/floors/walls/ partition etc. and making good the damages matching to the surrounding specification at no extra cost to the Bank.
7. Providing and erecting necessary scaffolding and providing access for work area as may be required for carrying out the repair works and for inspection of work at all levels and heights and removal the same after satisfactory completion of work.
8. Charges for Inspecting the site and get acquainted with pertaining works just idea for works to be carried out before quoting the rates.

9. Necessary charges towards providing service of a qualified supervisor on the work site during entire working hours and shall be who shall be available at work site to receive instructions from the Bank and act accordingly.
10. Contractors will have to submit a time bound programme just after the award of the work and get it approved from the Bank before commencement of work.
11. The rates shall also include the removal and carting away all debris, etc from Bank's premises.
12. Contractors to provide the original invoices for every supply of materials for Bank's verifications. If it is not provided and the materials found not as per specifications/approved make shall not be measured for the payment.
13. Curing the items of work involving the use of cement and waterproof paints.
14. The rates should be inclusive of all relevant taxes, transportation charge etc. and for all the accessories required for the completion of the work. No extra amount will be paid for whatsoever. All fluctuations in prices of all materials & labour shall be borne by the contractor.

Place:

Signature and Seal of the contractor

Name & address



**Reserve Bank of India
Estate Department
Bhubaneswar
Un- Priced Schedule of Quantities**

Name of the Work: Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

SL. NO.	DESCRIPTION OF ITEMS	UNIT	QUANTITY
1	Auditorium floor risers, prepared for Auditorium Seating installations, to be erected with 50 x 50 mm SHS, 50mm angle and required Channel, 75mm M.S. Flat/required size flat combination of appropriate length and section or any other required section as per site condition welded and bolted properly, to hold the flooring for auditorium in proper and fix position	Ton	9
2	Auditorium floor frame to be covered with single layered 19mm Block board properly Screw Bolted, Nailed as required, as per design and instruction of the Bank. Make - GREEN/ CENTURY/ EQUIVALENT approved)	sqm	140
3	Layering and filling of Acoustical Insulation of 50mm/ 500 GSM thick Polywool at all required areas in between Frame works and Acoustical Finishing components properly bound with GI Wire/ mesh as per approved design. (Make: TIMES/ equivalent approved)	sqm	800
4	Supply, fitting & fixing of wooden Stage Floor and stair to be made of 75 mm x 75 mm & 50 mm x 50 mm/ Salwood combination horizontal and vertically fixed or as per site requirement , two layer 12 mm BWR solid ply to be fixed in both direction then 18 mm thick require length & size, Teakwood 2nd class to be fixed to ply as per approved design. Stage height approx 1ft	sqm	52
5	Polish (Gala) preferably matte finish work as and where required with supply of all materials and labour charges complete.	sqm	100
	TOTAL COST INCLUDING GST		

Date:
Place:

Signature of Contractor with address & Seal



**Reserve Bank of India
Estate Department
Bhubaneswar**

Tender for Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

e-Tender no: RBI/Bhubaneswar Regional Office/Estate/46/25-26/ET/878

Part -II

Name of Contractor _____

Address _____

Close Bid Date: - February 09, 2026 up to 14:00 Hrs.



**Reserve Bank of India
Estate Department
Bhubaneswar**

“Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha”

Preamble

The rates quoted shall include the following:

The item and quantities indicated in the schedule of quantity are tentative and as per need of work and as decided by the Bank certain items/ quantities may not be required to be executed or may be executed with reduction in quantities to any extent. The contractor has to execute items/quantities as per direction of Bank and no claim on this account whatsoever it may will be entertained by the Bank in respect of non-operation of items/reduction in quantities.

Charges required to comply with all the provision under contract labour Act 1970(including subsequent revision if any) and rules therein.

Providing for all costs and charges incurred by the contractor complying with all safety health and welfare regulations, appertaining to staff and work people employed on the site.

Keeping the site free from debris arising from the works during the renovation/construction/repair/ period and leave the site free from debris on completion of work to the satisfaction of the Employer.

Providing electric lights, maintain system, all as required for the works and remove the temporary installations on completion

Making necessary holes/pockets/chases in masonry/ concrete/floors/walls/ partition etc. and making good the damages matching to the surrounding specification at no extra cost to the Bank.

Providing and erecting necessary scaffolding and providing access for work area as may be required for carrying out the repair works and for inspection of work at all levels and heights and removal the same after satisfactory completion of work.

Charges for Inspecting the site and get acquainted with pertaining works just idea for works to be carried out before quoting the rates.

Necessary charges towards providing service of a qualified supervisor on the work site during entire working hours and shall be who shall be available at work site to receive instructions from the Bank and act accordingly.

Contractors will have to submit a time bound programme just after the award of the work and get it approved from the Bank before commencement of work.

The rates shall also include the removal and carting away all debris, etc from Bank's premises.

Contractors to provide the original invoices for every supply of materials for Bank's verifications. If it is not provided and the materials found not as per specifications/ approved make shall not be measured for the payment.

Curing the items of work involving the use of cement and waterproof paints.

The rates should be inclusive of all relevant taxes, transportation charge etc. and for all the accessories required for the completion of the work. No extra amount will be paid for whatsoever. All fluctuations in prices of all materials & labour shall be borne by the contractor.

Place:

Signature and Seal of the contractor

Name & address

Schedule of Quantities

Flooring for Auditorium at 2nd Floor, Main Office Building, Bhubaneswar, Odisha

SL. NO.	DESCRIPTION OF ITEMS	Unit	Quantity	Rate including GST in ₹	Amount including GST in ₹
1	Auditorium floor risers, prepared for Auditorium Seating installations, to be erected with 50 x 50 mm SHS, 50mm angle and required Channel, 75mm M.S. Flat/required size flat combination of appropriate length and section or any other required section as per site condition welded and bolted properly, to hold the flooring for auditorium in proper and fix position	Ton	9	Price should not be quoted here and should only be quoted online in the MSTC portal	
2	Auditorium floor frame to be covered with single layered 19mm Block board properly Screw Bolted, Nailed as required, as per design and instruction of the Bank. Make - GREEN/ CENTURY/ EQUIVALENT approved)	sqm	140		
3	Layering and filling of Acoustical Insulation of 50mm/ 500 GSM thick Polywool at all required areas in between Frame works and Acoustical Finishing components properly binded with GI Wire/ mesh as per approved design. (Make: TIMES/ equivalent approved)	sqm	800		
4	Supply, fitting & fixing of wooden Stage Floor and stair to be made of 75 mm x 75 mm & 50 mm x 50 mm/ Salwood combination horizontal and vertically fixed or as per site requirement , two layer 12 mm BWR solid ply to be fixed in both direction then 18 mm thick require length & size, Teakwood 2nd class to be fixed to ply as per approved design.Stage height approx 1ft	sqm	52		
5	Polish (Gala) preferably matte finish work as and where required with supply of all materials and labour charges complete.	sqm	100		
	TOTAL COST INCLUDING GST				

Date:

Signature of Contractor with address & Seal

Place:

Note- Price should not be quoted here and should only be quoted online in the MSTC portal. Otherwise, the bid shall be rejected.