



Reserve Bank of India/ भारतीय रिज़र्व बैंक
Estate Department / संपदा विभाग
Guwahati / गुवाहाटी

मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक गुवाहाटी की 5वीं मंजिल पर कार्यकारी क्षेत्र में एचवीएसी
डक्टिंग कार्यों का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (डीएसआईटीसी)

ई-निविदा नं: आर.बी.आई/गुवाहाटी/संपदा/2/23-24/ईटी/29

निविदा सूचना

भारतीय रिज़र्व बैंक, गुवाहाटी उपर्युक्त कार्य के लिए दो बोली प्रणाली (तकनीकी-वाणिज्यिक और वित्तीय बोली) के तहत ई-निविदाएं एक साथ आमंत्रित करता है। निविदा प्रपत्र 11 अप्रैल 2024 को प्रातः 11:00 बजे से आरबीआई की वेबसाइट www.rbi.org.in और एमएसटीसी ई-पोर्टल www.mstcecommerce.com पर देखने / डाउनलोड करने के लिए उपलब्ध होंगी।

आपकी निविदा, विधिवत भरी हुई और ई-हस्ताक्षरित, केवल **एमएसटीसी न्यू कॉमन पोर्टल (MSTC New Common Portal)** www.mstcecommerce.com के माध्यम से ई-टेंडरिंग मोड द्वारा प्रस्तुत की जानी चाहिए। ई-निविदा प्रक्रिया की अनुसूची और संक्षिप्त विवरण इस प्रकार हैं:

1. कुल अनुमानित लागत: ₹14,31,746/-
2. कुल बयाना: ₹28,635/-
3. इवेंट का प्रकाशन- दिनांक और समय: 11.04.2024 को 11:00 बजे से।
4. बोली प्रारंभ होने की दिनांक और समय: 11.04.2024 को 11:00 बजे से।
5. बोली-पूर्व बैठक: 18.04.2024 को 11:00 बजे से बैंक मुख्य कार्यालय भवन में।
6. बोली बंद होने की दिनांक और समय: 02.05.2024 को 14:00 बजे।
7. बोली (भाग-I) खोलने की दिनांक और समय: 02.05.2024 को 15:00 बजे से।

इस निविदा के संबंध में कोई भी संशोधन/शुद्धिपत्र/स्पष्टीकरण केवल वेबसाइट/ई-पोर्टल पर अपलोड किया जाएगा।

बैंक न्यूनतम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी या सभी निविदाओं को बिना कोई कारण बताए अस्वीकार करने का अधिकार बैंक सुरक्षित रखता है।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
उत्तर पूर्वी राज्य



Reserve Bank of India/ भारतीय रिज़र्व बैंक
Estate Department / संपदा विभाग
Guwahati / गुवाहाटी

Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank's Main office Building, Reserve Bank of India, Guwahati

PART- I

Name of the Tenderer: _____

Address: _____

e-mail ID & Contact Number: _____

Date of Publication of e-Tender	April 11, 2024 at 11:00 Hours
Date of Pre-Bid Meeting	April 18, 2024 from 11:00 Hours at Bank MOB
Last date of Submission of Bid	May 02, 2024 up-to 14:00 Hours
Date of Opening of Part- I of e-Tender	May 02, 2024 from 15:00 Hours

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DISCLAIMER

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

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this e-tender are required to make their own inquiries and they should not rely solely on the information contained in the blank e-tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

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**SCHEDULE OF TENDER (SOT)**

1. e-Tender No.	<u>RBI/Guwahati/Estate/2/24-25/ET/29</u>
2. Name of the Work:	Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5 th Floor Executive Area in Bank's Main office Building, Reserve Bank of India, Guwahati
3. Mode of Tender:	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through MSTC New Common Portal at <u>www.mstcecommerce.com</u>
4. Date & time from which NIT (along with complete tender documents) will available to the parties to download	April 11, 2024 from 11:00 Hours onwards
5. Estimated cost of the work:	₹14,31,746/- (Rupees Fourteen lakh thirty one thousand seven hundred forty six only)
8. Earnest Money Deposit (EMD)	₹28,635/- (Rupees Twenty Eight Thousand Six Hundred and Thirty-Five only) in the form of Demand Draft/ Bank Guarantee as per <u>Annexure IV</u> for EMD in favor of Reserve Bank of India, Guwahati to be delivered in physical form at Estate Department, 4 th floor, Reserve Bank of India, Guwahati. Or Deposited through NEFT in favor of Reserve Bank of India, Guwahati in A/c No. 8692299 & IFSC Code: RBIS0GWPA01. <u>Please mention your company's name</u> in the NEFT transaction remarks.
6. Last date of submission of EMD by NEFT/DD/ Bank Guarantee	May 02, 2024 up to 14:00 Hours
7. Date of Pre-Bid Meeting	April 18, 2024 from 11:00 Hours at 4 th Floor, Estate Department, Main Office Building, RBI Guwahati.
7. Performance Bank Guarantee (PBG)	5% of the contract value
8. Retention Money (RM) to be deducted from each bill	5% of the bill amount
9. Bank guarantee towards DLP	Total amount deducted as RM
10. Time allowed for completion of the works from tenth day after the date of written order to commence work	45 days



11. Bidding start date of Techno-commercial Bid and Financial Bid at www.mstcecommerce.com	April 11, 2024 from 11:00 Hours
12. Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	May 02, 2024 up to 14:00 Hours
13. Date and Time of opening of Part-I (i.e. Techno-Commercial Bid)	May 02, 2024 from 15:00 Hours
14. Date and Time of opening of Part-II (i.e. Financial Bid)	Opening of Financial Bid will be intimated to all the eligible bidders later.

**IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT**

Bidders are requested to read the terms & conditions of this tender before submitting their online e-tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the e-Tender for opening of the price bid.

1. Process of e-Tender:

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

Special note:

The Technical Bid has to be submitted on-line at through **MSTC Portal (New Common Portal)** at www.mstcecommerce.com.

a) Vendors are required to register themselves online with www.mstcecommerce.com. → e-Procurement → New Common Portal → Vendor Login → Register → Filling up details and creating own user id and password → Submit.

b) 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 RBI/MSTC, before the scheduled time of e-Tender.

Contact person (RBI):

S/No	Name of the Person	Designation	Phone Number
1	Shri Bhaskar Phukan	Assistant Manager (Tech-Elect)	+91 9706039847
2	Shri Ravindra Mahto	Assistant Manager (Estate)	+91 8581832812

e-mail ID of Estate Department: estateguwahati@rbi.org.in

Contact person (MSTC Ltd):

S/N	Name of the Person	e-mail	Phone Number
1	Shri Prashant Chitranjan	pchitranjan@mstcindia.co.in	0361-2221199
		ghyopn1@mstcindia.in , ghyopn2@mstcindia.in helpdeskghy@mstcindia.in and bmghymstc@mstcindia.in	+91 8592888286



MSTC Technical Help Desk: **0361-2221199**

(B) System Requirements:

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet Explorer
- c) Signing type digital signature
- d) 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”.

(C) 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 <https://www.mstcecommerce.com> once).

(D) Bidders are advised to refer to the “Vendor Guide” and a “Video Guide” before proceeding with the tendering process.

The Technical Bid and the Financial Bid will have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on the specified date and time as given in the Tender.

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

2. Special Note towards Transaction Fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a Challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the Challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.



3. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

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

4. Tenderers are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration with MSTC portal. Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

6. Bidding in e-Tender:

a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (if any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Vendor Login → Register → Filling up details and creating own user id and password → Submit.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.

f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and to everybody else.



- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- j) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.
- k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.
- m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- o) Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprochome> to familiarize them with the system before bidding.
- p) No deviation to the technical and commercial terms & conditions are allowed.
- q) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.
- r) The bid will be evaluated based on the filled-in technical & commercial formats.
- s) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

**FORM OF TENDER**Date:
Place:

To,

Smt. Sushmita Phukan
Regional Director
Reserve Bank of India, Guwahati
Estate department

Madam,

Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank's Main office Building, Reserve Bank of India, Guwahati

Having read and examined the Notice Inviting tender, specifications, schedule of quantities, various schedules, General conditions of contract and clauses, Special conditions of contract, General rules and instructions to bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs and instructions in writing referred to in Conditions of Contract, the Articles of Agreement, Special Instructions, Schedule of Quantities and Special Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable

MEMORANDUM

S/N	Description of work	Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank's Main office Building, Reserve Bank of India, Guwahati
1	Estimated cost (Rs.)	₹14,31,746/
2	Earnest Money (Rs.)	₹28,635/-
3	Percentage, if- any, to be deducted from bill as Retention Money (RM)	5% of the Bill amount
4	Performance Bank Guarantee	Should I emanate as successful bidder, I shall submit the Performance Bank Guarantee for an amount equal to 5% of the contract value in the prescribed format, which shall be valid till end of the Defect Liability Period.



5	Time allowed for completion of the works from tenth day after the date of written order to commence work	45 days
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2. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.

3. I/We also agree that the e-Tender will remain valid for acceptance by the Bank for 120 days from the date of opening of Part I of the e-Tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. I/ We also agree to not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.

4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor. I/ We have deposited a sum of **₹28,635/-** as Earnest Money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. I/We agree to furnish the Performance Bank Guarantee as specified in the tender document within the specified time. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

6. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

7. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

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



9. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's pro-forma. Submission of Tender hereby confirms my acceptance of the Bank's terms & conditions and specifications for carrying out the work.

10. I/We understand and agree that Bank is not bound to accept the lowest tender and the Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

11. Our Bankers are:

i)

ii)

12. The names of proprietary /partners of our firm are:

i) _____

ii)

Name of the partner of the firm
authorized to sign.

OR

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

Yours faithfully,

Signature of Contractor.

[Note: If the party is a proprietary firm or an individual it should be signed by the proprietor or the individual. If the party is a partnership firm it should be signed by all or on behalf of all



the partners. If the party is a private limited firm/ Incorporate Company, the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ (Copy of the resolution should be attached). If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Witnesses:

1) _____
(Signature)

Name: _____

Address _____

1) _____
(Signature)

Name: _____

Address _____



ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on the day of between the “Reserve bank of India, Guwahati” having its Central Office at, Mumbai- 400001 (hereinafter called “THE EMPLOYER”) of the one part and (hereinafter called “THE CONTRACTOR”) of the other part.

WHEREAS the Employer is desirous of getting “**Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank’s Main office Building, Reserve Bank of India, Guwahati**” and has prepared drawing and/or Schedule of Quantities showing and describing the work to be done under the direction of Bank’s (The Employer’s) Engineer.

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the conditions set forth in the special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as ‘the said Conditions’) the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates there in 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 complete the work shown upon the said drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the contractor said Contract amount or such other sum as shall become payable, at the times and the manner specified in the said Conditions.
3. The said conditions and appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and the correspondence and perform the agreements on their part respectively in the said Conditions and the correspondence contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank’s Engineer/ official.
5. This Contract is neither a fixed Lump Sum Contract nor a piece Work Contract but a contract to carry out the work in respect of the work “**Design, Supply, Installation, Testing**



and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank's Main office Building, Reserve Bank of India, Guwahati" amounting to ₹. _____/-(inclusive of GST and any other applicable taxes & charges) to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.

6. The Employer reserves to itself the right of altering the Drawings and/or nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **45 days** subject nevertheless to the provisions for extension of time.

8. All payments by the Employer under this Contract will be made only at Guwahati.

9. Contractor must comply with the provisions of Payment of Wages Act 1936, Minimum wages Act 1948, Gratuity Act 1972, Stamp Act 1899, EPF Act 1952, ESI Act 1948, Payment of Bonus Act 1965 etc. & all applicable statutory rules/ guidelines. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Employer.

10. Contractor must comply with the compliance of Contract Labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971 & Assam Labour Contract (Regulation and Abolition) Rules 1971 and should display related notice board at the work place.

11. Contractor must comply with provisions of "the Sexual Harassment of women at the work place (Prevention, Prohibition and Redressal) Act 2013". The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The contractor needs to provide a complete and updated list of the work-personnel that will be deployed in the work place.

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

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

14. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer's (the Bank's) infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all



times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

15. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.

16. The Contractor's obligations with respect to non-disclosure and confidentiality will survive till the expiry or termination of this agreement for whatever reason."

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

(If the Contractor is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official 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 herein above written.

(If the Contractor is a Company)

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of Shri
..... (Name and Designation)

In the presence of

Witnesses-

1)

Address:

2)

Address:



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

SIGNED AND DELIVERED BY

.....

Witnesses-

1).....

Address

2)

Address

The COMMON SEAL OF

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

1)

2)

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

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

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

1)

2)

If the Contractor is signed by the hand of Power of Attorney, whether of a company or an individual

SIGNED AND DELIVERED BY

The Contractor by the hand of Shri/ Smt./ Ms.

.....

And duly constituted attorney.



COMMERCIAL CONDITIONS

1) Tenders by e-tendering process via **MSTC Portal (New Common Portal)** are invited for the ***“Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank’s Main office Building, Reserve Bank of India, Guwahati”***.

2) The work is estimated to cost **₹14,31,746/-** and is to be completed within **45 calendar days**.

3) All pre-qualification documents shall be uploaded with Techno-commercial bid (Part- I) on MSTC portal. Those who do not upload the Pre-qualification documents will not be considered for this tender process. Further, the contractor should submit the original documents to the Bank when demanded to qualify for further tendering process.

4) Only those firms who are **GST registered** and have a **minimum 5 years of experience** in the field of work of similar nature (**i.e. HVAC Ducting works**) and have executed –

a) Three or more similar works individually costing not less than 40% of the estimated cost
OR

b) Two works costing not less than 50% of the estimated cost
OR

c) One work costing not less than 80% of the estimated cost during the last 5 years (**works completed on or after March, 2024**).

and have a minimum average yearly turnover of 100% of the estimated cost during last 3 financial years are eligible for tender.

5) Only those contractors will be considered eligible who will invariably furnish, at the time of applying for e-tender, the following information to satisfy the Bank about their eligibility for participating in the tendering process.

6) **(a) Composition of the firm** - Full particulars (whether the contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be **uploaded** along with name(s) and address(es) of the partners, copy of the Articles of Association / Power of Attorney / any other relevant document. ([Annexure-I](#) to be filled and uploaded in the e- tendering portal)

(b) Work experience & Completion of similar works of specified value during the specified period - Copies of the detailed work order indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be uploaded as proof of work experience. Regarding minimum experience of 05 years, applicant January 2019). ([Annexure-II](#) to be filled and uploaded in the e- tendering portal along with the above specified documents).



The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center should also be given.

(c) Creditworthiness of the contractor & their turnover during the specified period -

Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be **uploaded** in proof of their creditworthiness and turnover for last three years. **(To be uploaded in the e-tendering portal)**

(d) Service Set-up in Guwahati – Not required.

(e) Name(s) & address(es) of the Bankers and their present contact executives -

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

(f) Details of bank accounts - Full particulars of their bank accounts, like account No., type, when opened, etc., should be given.

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

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

(h) Client Certificates - The tenderers are advised to upload the **Client Certificate as per the format provided in “[Annexure-VII](#)”** from at least two of their clients for whom they have carried out eligible works in terms of eligibility (Pre- qualification) criteria described in the notice inviting tenders. Client Certificates shall be accepted by the applicant / tender inviting authority of Reserve Bank of India only when the same are signed by an official of the rank of Executive Engineer or equivalent in respect of a Government / Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the tender for the work done by them. The client certificate issued by the private organization shall also accompany Tax Deducted at source (TDS) certificate. Applications / tenders received without the specified certificates in specified format shall be rejected and the Bank shall have the right to independently verify the submitted certificates.

(i) Banker's certificate - The tenderers are advised to upload the Banker's certificate from their banker / bankers as per ([Annex-III](#)). Such certificate shall be addressed to the applicant / Tender inviting Authority of the Reserve Bank of India and shall be submitted along with their application / tender.

7) Interested tenderers 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 duly noted that the tender process shall be executed on the MSTC portal through e-Tendering.

8) In the event of intending tenderers' failure to satisfy the Bank; the Bank reserves the right to **refuse their participation**.

9) Tender form can be downloaded for viewing from RBI website www.rbi.org.in or www.mstcecommerce.com. The pre-Qualification papers and scanned copy of the proof of EMD payment should be uploaded with the Techno Commercial Bid (Part-I) on the MSTC portal.

A pre-bid meeting will be held on April 18, 2024 at 4th Floor, Estate Department, RBI Main Office Building from 11:00 Hours. The minutes of meeting along with addendum, corrigendum (if any) will be published only in the Bank's website.

The Demand Draft or Bank Guarantee for EMD should reach in original in a sealed envelope to The Regional Director, Estate Department, Reserve Bank of India, Station Road, Pan Bazar, Guwahati-781001

OR

Deposited through NEFT in favour of Reserve Bank of India, Guwahati in **A/c No. 8692299 & IFSC Code: RBIS0GWPA01** (**Please mention your company's name in NEFT transaction remarks**) by **14:00 Hours on March 18, 2024**.

10) Interested vendors/firms can participate in e – Tender after getting registration with (www.mstcecommerce.com). Online Part I – Techno-Commercial Bid and Part II–Price Bid shall be opened through (www.mstcecommerce.com) and applicable transaction charges must be paid by the firm.

11) Tender in prescribed format shall be uploaded on MSTC website. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter, the EMD of **₹28,635/-** should be submitted through a demand draft issued by a Scheduled Bank in favour of 'Reserve Bank of India, Guwahati'

OR

in the form of an irrevocable Bank Guarantee issued by a scheduled bank in the Bank's standard pro-forma ([Annexure-IV](#)) which is available in the tender-form along with pre-Qualification documents.

OR

deposited through NEFT in favour of Reserve Bank of India, Guwahati in **A/c No. 8692299 & IFSC Code: RBIS0GWPA01**. Please mention your company's name in NEFT transaction remarks.

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 Tenderer's Price Bid, Bank's Schedule



of quantities, tender drawings, if any, only.

12) The EMD of successful tenderer shall be released on acceptance of the tender and on production of a new Bank Guarantee called “**Performance Bank Guarantee (PBG)**” from any scheduled bank in the form prescribed by the Bank in ([Annexure-V](#)) towards security deposit for due fulfilment of the contract.

13) Part-I of the tenders will be submitted by the Tenderers in MSTC portal. The same will be opened by RBI on **May 02, 2024 from 15:00 Hours**. Those tenderers who would like to depute their representatives, may depute their representatives to Estate Department, Reserve Bank of India, Station Road, Pan Bazar, Guwahati- 781001 for the same. Part II of the tender will be opened later. Due intimations will be given for the same.

14) The Bank shall obtain reports on the past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers and found unsatisfactory, the Bank reserves the right to **reject his/her offer** even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

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

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

17) The rate/ amount(s) quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.

18) Contract Agreement: On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within ten days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India



and the person so tendering whether such formal agreement is or is not subsequently executed.

19) Earnest Money Deposit (EMD):

- a) Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
- b) The Earnest Money Deposit paid by the successful bidder will be released after award of work on submission of Performance Bank Guarantee. No interest shall be paid on the said deposit.

20) Performance Bank Guarantee (PBG) / Security Deposit (SD):

a) Performance Bank Guarantee (PBG) as security deposit for completion period: Upon receipt of intimation from the Bank/Employer of the acceptance of his/their tender, the successful tenderer shall furnish an amount equal to **5% (Five percent) of the contract value** in the form of a Performance Bank Guarantee (PBG) from any scheduled Bank in the form prescribed by the Bank as per ([Annexure-V](#)) towards security deposit for the execution and due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. The Bank Guarantee towards the Earnest Money Deposit (EMD) furnished at the time of submission of tender will be returned thereafter. Such **Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order. In case of delays in submission of PBG in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.**

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the submission of the PBG towards security deposit for the due fulfilment of the contract.

The PBG will be revoked / en-cashed and forfeited to the Bank if the successful tenderer fails to satisfactorily perform the contract.

(b) In addition to the Earnest Money Deposit/PBG, as further security for the due fulfillment of the contract by the Contractor, **5% of the value of the work done will be deducted by the Employer from each payment to be made to the Contractor as Retention Money. This total amount (PBG + Retention Money) will be termed as Security Deposit.** On virtual completion of the works, the PBG would be released, and the Employer will release the remaining Security Deposit after rectification of the defects pointed out during the Defects Liability Period of twelve months from the date of completion of work. The amounts retained by the Employer shall not bear any interest.

(c) In case the Contractor so requests, the Security Deposit will be held in the form of a Bank Guarantee of an approved Scheduled Bank in the pro-forma to be approved by the Employer



(Annexure VI). After the successful completion of the defect liability period and/or after all the defects pointed out during the Defects Liability Period of twelve months are rectified to the satisfaction of the Employer/Architect, the amount to be held by the Bank by way of Bank Guarantee will be released.

(d) All compensation or other sums of money payable by the Contractor to the Employer under the terms and conditions of this Contract may be deducted from his PBG and/or from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction, make good by a demand draft/NEFT of value equal to the amount so deducted.

21) **Return of PBG / Refund of SD:** The PBG shall be returned to the contractor after satisfactory completing the entire work and after issue of virtual completion certificate by the competent authority.

22) The Security Deposit/ Retention Money shall be refunded to the contractor without any interest in due course i.e., on successful completion of the DLP and satisfactory rectification of all the defects developed and pointed out to the contractor during the said DLP.

23) The tenderers shall indicate details of the service center at Guwahati, the staff strength, contact numbers and the availability of spares for the system.

24) **Safety Code:** The contractor shall strictly comply with the provision of safety code annexed hereto.

25) **Completion Time Period:**

a) Time allowed for completion of entire work of supply, installation, testing and commissioning of the system work **is 45 calendar days** which shall be strictly observed by the tenderer. The time shall be reckoned from the tenth (10th) day of written order to commence the work is issued.

b) The successful tenderer shall be required to submit the detailed work program and the same shall be got approved from the Architect / Employer before commencing the work and accordingly progress shall be monitored by the Architect / Employer.

c) The work shall be carried out throughout the stipulated period of the contract with all due diligence.

26) **Liquidated Damages:** 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 of **0.25% of contract value per week subject to a maximum of 10% of the accepted contract amount.**

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trader of the project



or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

27) Warranty/Defect Liability period:

The equipment supplied & works shall be guaranteed against all types of defects for a period of one year from the date of virtual completion. Any defects in the system/ sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank.

- a) During the warranty period, any fault in the system shall be rectified within 24 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station.
- b) In case of faults/ breakdown, company should initiate corrective action of their own without any formal lodging the complaint from the Bank.

28) Testing/Balancing of ducting work on existing / new Air Handling Units:

The entire ducting works along with existing / new AHU shall be tested/balanced at site after completion of installation work to ascertain the compliance of offered specifications.

Satisfactory performance at this stage meeting the prescribed limits will only be construed as acceptance of the HVAC ducting work.

Further, the new HVAC ducting work shall be tested at the site for proper functioning and performance on existing / new AHU.

The payment for this work will be made by the office at which the captioned work is carried out. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said work has been carried out.

29) The contractors shall submit all the technical details of HVAC ducting (if required) along with the tender. The tenderers are requested to use the enclosed pro-forma only for this purpose (and do not use their own formats and data sheets). However, if they wish to submit any additional information/details, they may furnish the same on a separate sheet with Part I of the tender.

30) The tenderers shall give the names and postal addresses of their Bankers,

31) The tenderers shall give the full name, Contact Numbers and postal addresses of clients to whom, similar type of work has been carried out by them.

32) The tenderers are requested to fill in the enclosed pro-forma on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms and



conditions by indicating "YES" or "NO" only. If "NO" then only they shall list out the deviations proposed by them in the appropriate column.

33) The tenderer should have service facility at Guwahati.

1	Design, supply, installation, testing and commissioning of HVAC ducting works at 5 th floor Executive Area in Bank's Main office building, Guwahati
	The scope of work shall include the following
	Delivery of factory/site fabricated HVAC ducting with accessories at site in Guwahati including packing, handling, transporting, clearing, loading, unloading at site in Guwahati, as approved by Engineer-in-Charge.
	Installation, testing & commissioning of HVAC ducting as per technical specifications and GA drawing, as approved by Engineer-in-Charge. The work includes supply, installation, testing and commissioning of the new HVAC ducting to existing or new AHU as per the site requirement etc.
	Providing free service for balancing of cooled air in entire floors / wings during warranty period of captioned HVAC ducting work. The warrantee period of one year will commence after completion of the captioned work in all respect.
	All engineering, equipment, labour, and permits required to complete HVAC ducting work satisfactory required by this specification.
	The cost of any other work, related to but not mentioned above, required for completion of the job.
1.1	In addition to the above works, following works shall be deemed to be included within the scope of work to be done by the contractor
	Scaffolding necessary for erection and all minor builder's work for cutting away and making good to walls and masonry work required, including repairs to plaster, painting etc. Further, all chase cutting, and openings as required by the Contractor and shown on his drawings, will be carried out by the Contractor. Contractor shall also provide temporary barricades with caution boards at each landing to prevent accident during execution of work.
1.2	It is not the intent to specify completely herein all details of the works covered under this tender. Scope of work may also include such other related works as indicated in the schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a



	whole, as directed by the Engineer-in-Charge and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfil the anticipated performance during the expected life of the system.
	I/We hereby declare that I/we have read and understood the above information.

34. Labour Laws:

(a) The contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of laborers employed by the contractor is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor shall maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.

(b) The offices of the Regional Labour Commissioner (Central), Guwahati will have the jurisdiction over the implementation of the labour laws under this contract.

35. Non-Disclosure:

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging 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.

36. Prevention of Sexual Harassment of women at work places:

(a) The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee



constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.

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

(c) The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees /workmen of the contractor, for instance any monetary relief to Employer's employee, if sexual violence by the employee /workmen of the contractor is proved.

(d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

37. Debarment / Disqualification: A bidder is liable for debarment / disqualification from bidding on the following grounds:

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

i) 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.

ii) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.

iii) Any collusion bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

iv) 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.

v) 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.

vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

vii) Obstruction of any investigation or auditing of a procurement process.

viii) Making false declaration or providing false information for participation in a tender process or to secure a contract.

ix) Failing to disclose any previous transgressions made in respect with any public institution/ entity in India or any other country during the last three years or being debarred by any public procuring institution / entity.



b) 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, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide by the terms of the tender, etc.

c) If the bidder has been convicted of an offence under

(i) the Prevention of Corruption Act, 1988; or

(ii) 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.

I /we hereby declare that I / we have read and understood the above instructions, terms and conditions, etc. provided for guidance of tenderers and have accordingly quoted my/our rates.

Place:

Name of the Contractor:

Date:

Address:

Sign & Seal of the Contractor:

**GENERAL RULES AND INSTRUCTIONS TO THE BIDDERS**

1	Tenders by e-tendering process via MSTC Portal (New Common Portal) under Two Bid system (Techno-Commercial & Financial Bid) for the work.
	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
	No deviation to the technical and commercial terms & conditions are allowed.
	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
2	Integrity pact (NOT APPLICABLE) The bidders/ prospective vendors shall be required to enter in to an agreement with the Reserve Bank of India (RBI) called Integrity Pact (IP). The IP envisages an agreement between the RBI and the bidders/ prospective vendors as per the approved proforma annexed hereto, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the contract. The IP shall be applicable from the stage of invitation of bids till the complete execution of the contract. The tenders of those bidders/ prospective vendors which do not contain the IP in the approved proforma shall be liable for rejection. The bidders may upload the scanned copy of the IP agreement, duly signed, as part of document submission. The original hard copy may be submitted in the office during opening of the part-I of the tender.
3	Tender Fees The Bidder shall pay nonrefundable Tender Fee as specified in COMMERCIAL CONDITIONS. Any bids not accompanied by the Tender Fees shall be rejected and shall not be considered for further evaluation / processing.
4	Clarifications and pre-bid meeting If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit



<p>them to the RBI, in writing, addressed to the Tender Inviting Authority, in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.</p> <p>In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in COMMERCIAL CONDITIONS. The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 05:00 PM on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.</p>	
5	<p>Amendment to Tender document</p> <p>i) At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.</p> <p>ii) The said amendment in the form of the addendum/ corrigendum will be sent to all the prospective Bidders who have paid the registration fee for the Tender in case of open tenders and all the enlisted contractors, in case of limited tenders. This communication will be in writing and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by fax/courier/e-mail to RBI. The amendments would also be made available on the website of RBI in case of open tenders. The Bidders, especially those who have downloaded the tender document are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.</p>



	iii)	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.
6	Tender not a Lump sum tender	
	<p>The Bidder should note that this tender is neither a fixed Lump sum tender nor a Piece Work tender but is a tender to carry out the work in respect of “Design, supply, installation, testing and commissioning of HVAC ducting works at 5th floor Executive Area in Bank’s Main office building, Guwahati as per the detailed specifications, terms and conditions etc. to be paid for according to actual measured quantities at the rate contained in the Schedule of rates or as provided in the said Conditions.</p>	
7	Preparation of bid and Cost of bidding	
	i)	The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
	ii)	The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.
8	Format to be used	
	<p>The bidder must fill up and submit only the tender forms/formats made available by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.</p>	



9	Filling of Rates	
	i)	Rates should be quoted for each item of work in figures in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures. The amount for each item should be worked out and requisite totals should be given in the specified column.
	ii)	In the event, no rate has been quoted for any item(s), leaving space in figure(s), and amount blank, the rate for the item shall be considered as 'Zero' and the tender shall be evaluated accordingly.
	iii)	No advice of any change in rate or conditions after the opening of the tender will be entertained.
10	Earnest Money Deposit (EMD)/Bid security	
	i)	The bidders are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount as specified in COMMERCIAL CONDITIONS along with the tender (Part –I) in the manner as specified in COMMERCIAL CONDITIONS.
	ii)	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest.
	iii)	Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
	iv)	The Earnest Money Deposit paid by the successful bidder shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the contract and shall be returned as specified in Tender document. No interest shall be paid on the said deposit.
11	Signing of Bid, Power of Attorney	
	i)	Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.
	ii)	The tender submitted on behalf of a firm must be signed separately by each partner of the firm or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, or it must be



		signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.
	iii)	Bidders shall upload, along with Part-I of the tender, a scanned copy of the power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto. The hard copy shall be submitted in office subsequently.
12	Modification / substitution / Withdrawal of Bids	
	i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
	ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
	iii)	Only a single copy of the withdrawal notice shall be prepared, and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL"
13	Bid Due Date	
	Bids should be uploaded and submitted on or before the stipulated time and date as specified in COMMERCIAL CONDITIONS. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.	
14	Late Bids	
	Any Bid received after the last date and time specified for submission of Bids in COMMERCIAL CONDITIONS or after the extended Bid due date, if any, will be treated as "Late Bid" and will not be opened /considered by RBI.	
15	Opening of Bids	
	The Part I of the tender, will be opened on the time and date, as specified in COMMERCIAL CONDITIONS, at his office, by the tender inviting authority, as	



	<p>specified in COMMERCIAL CONDITIONS, or his authorized representative in the presence of authorized representatives of the bidders who choose to be present. The duly filled-in Part II of the tender, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence of the authorized representatives of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.</p>	
16	<p>Bid Validity</p> <p>Tenders shall remain open to acceptance by the RBI for a period as specified in COMMERCIAL CONDITIONS from the date of opening of the Part- I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.</p>	
17	<p>Clarification & Evaluation of Bids</p> <p>RBI would subsequently examine and evaluate bids as below:</p>	
	i)	Price Bids of only those Bidders who are technically qualified shall be opened.
	ii)	Rates quoted for each item shall be considered during verification/ scrutiny.
	iii)	If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.
	iv)	Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.
	v)	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required during the evaluation of Bids in accordance with tender clauses.
	vi)	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
	vii)	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a sealed revised offer quoting percentage discount



		on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount, if any. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
	viii)	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.
18	Acceptance of Tender and Award of Work	
		On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, 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 executed subsequently.
19	Performance Guarantee	
		The Contractor whose tender is accepted, will be required to furnish performance guarantee of specified percentage of the contract amount within the period specified in Tender document & clause SC 4 of the Special Conditions of the Contract. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.
		In case of delays in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.
20	EMD/Retention Money/ Security Deposit	
	i)	On completion of the works, the contractor would be paid the amount equal to EMD and the RBI will release the remaining Security Deposit after rectification of the defects pointed out during the Defects Liability Period in the manner as specified in Tender document. The amounts retained by the RBI shall not bear any interest.
	ii)	All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security



		deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
	iii)	The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
	iv)	Earnest Money deposit of all tenderers other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier.
	v)	Earnest Money deposited by the successful tenderer shall be refunded on obtaining a Performance Bank Guarantee for the specified amount from the successful tenderer.
21	Taxes/ Duties/ Levies	
	i)	GST or any other tax/ Duty/ levy applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.
	ii)	The successful tenderers may also note that RBI shall deduct all the statutory taxes (IT/ GST etc.) as per the extant provisions of the applicable Act from the bills and amount due to them from bank and remit the same directly to the Government.
22	Time for Completion of Work	
	Time allowed for carrying out the work as mentioned in the COMMERCIAL CONDITIONS shall be strictly observed by the Contractor and it shall be reckoned from the 10 th day from the date of the written work order.	
23	Work Programme	
	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The contractor shall submit his programme for approval of Engineer-in-charge within 14 days from the date of award of work. Only Bar Chart with details of all major activities shall be submitted.	
24	Employer's right to accept or reject any or all the bids	
	Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any	



	liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.
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I /we hereby declare that I / we have read and understood the above instructions, terms and conditions, etc. provided for guidance of tenderers and have accordingly quoted my/our rates.

Place:

Name of the Contractor:

Date:

Address:

Sign & Seal of the Contractor:

**GENERAL CONDITIONS OF THE CONTRACT**

Definitions	1.	The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the competent authority on behalf of the Employer and the Contractor, together with the documents referred to therein including the General Conditions, Special Conditions, General rules and instructions to bidders, the Technical specifications, designs, drawings, correspondences exchanged and instructions issued from time to time by the Engineer-in- Charge. All these documents taken together, shall be deemed to form one contract and shall be complementary to one another.	
	2.	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-	
		i)	The expression works or work or Project shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional, as defined in the Tender Document.
		ii)	The Site shall mean the land/or other places on, into or through which work is to be executed under the contract including any building and erections thereon or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract, as defined in Tender document.
		iii)	Employer shall mean The Reserve Bank of India (as mentioned in tender document) and shall include its assignees and successors



		iv)	RBI shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai – 400001 and having its Regional Offices at various places.
		v)	Tender document shall mean document named as such issued by the Employer to the Bidders inviting Bids for the Project.
		vi)	Day shall mean Calendar day
		vii)	Working day shall mean The days when Employer's office is working i.e. Days excluding Public holidays, Saturdays and Sundays
		viii)	Month shall mean the calendar month.
		ix)	Year shall mean Calendar Year
		x)	Bidder (s) shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.
		xi)	The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
		xii)	Sub-Contractor means the person or persons, firm or company engaged by the Contractor for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Employer
		xiii)	The Engineer-in-charge means the Engineer Officer employed and paid by the Employer and acting under the orders of the Employer who shall supervise and be in-charge of the work.
		xiv)	The Authorized representatives of Engineer-in-charge (AGM(Tech)/AM(Tech)) means the Engineer officers employed and paid by the Employer and acting under the orders of the Employer who shall supervise day to day



			execution of work under the direction and guidance of Engineer-in-Charge.
		xv)	Contract Price or Contract Amount shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned in the Schedule of quantities (Price Bid) and as accepted by the Employer and indicated in the letter of award of work.
		xvi)	Contract Period shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Employer
		xvii)	Contract Agreement shall mean the agreement signed between the Contractor and the Employer for the execution of the Project.
		xviii)	Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be a written notice.
		xix)	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.
		xx)	Manufacturer refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
		xxi)	Contractor's Works or Manufacturer's Works shall mean and include the land and other places which are used by the CONTRACTOR/FABRICATOR or SUB-



			CONTRACTOR/SUB-FABRICATOR for the manufacture of “Equipment” or performing the “Works”.
		xxii)	Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Tender document to cover all overheads and profits.
		xxiii)	Net Rate/Price - If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “ net rates ” or “ net prices ” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
Scope and performance	3.	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.	
	4.	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except Indian standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these	



		documents shall be used for any purpose other than that of this contract.
Works to be carried out	6.	<p>The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the drawings, Schedule of Quantities and Specification taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or amongst the drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Engineer-in-Charge who shall decide which is to be followed. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.</p> <p>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 Engineer-in-Charge. The Engineer-in-Charge may in his absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to :</p> <p>a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.</p>



		<p>b) Any discrepancy in the drawings or amongst the Schedule of Quantities and/or drawings and/or specification.</p> <p>c) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor.</p> <p>d) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications.</p> <p>e) The dismissal from the works of any persons employed by the contractor thereupon.</p> <p>f) The opening up for inspection of any work covered up.</p> <p>g) The amending and making good of any defects noticed and reported during Defect Liability Period.</p> <p>The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Engineer-in-Charge shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if the same is not approved/disapproved by the Engineer-in-charge in writing within a further period of seven days, such shall be deemed to be Employer's Instructions within the scope of the Contract.</p>
Sufficiency of Tender	7.	<p>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 rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.</p>
Discrepancies and Adjustment of	8.	<p>The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured</p>



Errors (order of preference)		dimensions in preference to scale and special conditions in preference to General Conditions.	
	8.1	In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-	
		i)	Description of Schedule of Quantities.
		ii)	Particular Specification and Special Condition, if any.
		iii)	Drawings.
		iv)	General Specifications.
		v)	Indian Standard Specifications of B.I. S
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the tender document shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.	
	8.3	If there is a discrepancy between actual scaled drawing and written dimension (or description) on a drawing, the latter shall be followed.	
	8.4	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with standard method of measurement. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under clause 12 hereof shall be added to, or deducted from the Contract amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.	
Signing of Contract	9.	The successful tenderer/contractor, on acceptance of his tender by the Employer, shall, within 14 days from the stipulated date of start of the work, sign the contract consisting of:-	



		i)	Articles of agreement on non-judicial stamp paper/s of appropriate values (The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Employer)
		ii)	the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
		No payment for the work done will be made unless contract is signed by the contractor.	

CLAUSES OF CONTRACT

	CLAUSE 1	
Performance Guarantee	i)	The successful contractor shall submit an irrevocable Performance Guarantee of the specified percentage (5 %) of the Contract amount as specified in the Special Conditions of Contract in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Tender document from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge as specified in tender document on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto.
	ii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus Defect Liability period plus 60 days beyond that. In case the time for completion of work gets



		enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Engineer-in-charge, in cases where no maintenance contract is involved, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/ system/ any other work after construction of same building and/ or commissioning of services/ system/ other work, then the Performance Guarantee shall be retained as Security Deposit as specifically provided in Special conditions of Contract. 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.
	iii)	The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
	a)	Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
	b)	Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
	iv)	In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
	CLAUSE 1 A	



Recovery of Security Deposit	i)	The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period in the manner as specified in tender document.
	ii)	All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
	iii)	The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank guarantee shall not be less than 5% of the contract amount. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.
	iv)	In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then the Performance Guarantee shall be retained as Security Deposit as specifically provided in Special conditions of Contract.



CLAUSE 2		
Compensation for Delay		If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as per the authority specified in tender document (whose decision in writing shall be final and binding) may decide on the amount of contract price of the work for every completed day (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.
		This will also apply to items or group of items for which a separate period of completion has been specified
	i)	Compensation at the rate as specified in tender document per week of delay for delay of work to be computed on per day basis, Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work or of the Contract price of the item or group of items of work for which a separate period of completion is originally given.
	ii)	The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer. In case, the contractor does not achieve a particular milestone mentioned in Tender document, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up



		for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
	CLAUSE 3	
When Contract can be Determined		Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
	i)	If the contractor has abandoned the contract
	ii)	If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-charge that the same were condemned and rejected by him under these conditions .
	iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-in-charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.



	iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
	v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
	vi)	If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer
	vii)	If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
	viii)	If the contractor had secured the contract with Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
	ix)	If the contractor being an individual, or if a firm, any partner thereof commits an "Act of Insolvency" or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the



		time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Engineer-in-charge that he is able to carry out and fulfill the contract and to give security therefor, if so required by the Engineer-in-charge.
	x)	If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
	xi)	If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder
	xii)	If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
	xiii)	If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any



		of the cases aforesaid, the Engineer-in-Charge on behalf of the Employer shall have powers:
	a)	To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
	b)	After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter



		<p>as convenient the Engineer-in-charge shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Engineer-in-charge shall be final and conclusive between the parties. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work, if resorted to by the Employer.</p>
		<p>In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
	CLAUSE 3A	



	a)	In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract.
	b)	If the payment of the amount payable by the Employer under Certificate of the Engineer-in-charge shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Engineer-in-charge or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Engineer-in-charge and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause hereof.
	c)	In case contractor wants to close the contract, he shall give notice to the Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be refunded within time limits :
	d)	If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of Contract price subject to maximum limit of Rs.10 lakh.
CLAUSE 3B		



Termination of Contract in case of death of Contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the Employer shall have the option of terminating the contract without any liability for such termination and compensation to the contractor.	
	CLAUSE 4	
Contractor liable to pay Compensation even if action not taken under Clause 3		<p>In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.</p> <p>In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any</p>



		such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
	CLAUSE 5	
Time and Extension for Delay		The time allowed for execution of the Works as specified in the Tender document or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in tender document or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.
	5.1	As soon as possible after the award of work but in any case, before 10 days from the date of award of work, the Contractor shall submit a Time and Progress Chart for the work and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Tender document.
	5.2)	If the work(s) be delayed by:-
	i)	force majeure, or
	ii)	abnormally bad weather, or
	iii)	serious loss or damage by fire, or
	iv)	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or



	v)	delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
	vi)	non-availability of stores, which are the responsibility of Employer to supply or
	vii)	non-availability or break down of tools and Plant to be supplied or supplied by Employer or
	viii)	any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.
		then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Tender document but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
	5.3)	Request for rescheduling and extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in Tender document. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
	5.4)	In such case the authority as indicated in Tender document may give a fair and reasonable extension of time for the completion of work. Such extension of the work shall be communicated to the Contractor by the authority as indicated in Tender document in writing. Non application by the contractor for extension of time/ rescheduling of the work shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Tender document and this shall be binding on the contractor.
	CLAUSE 6	
Measurements of Work Done	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.



	ii)	All measurement of all items having financial value shall be entered in Computerized Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.
	iii)	All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
	iv)	If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.
	v)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
	vi)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items



		which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such standard is available, then a mutually agreed method shall be followed.
	vii)	The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	viii)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of



		the defects liability period.
	CLAUSE 6A	
Computerized Measurement Book	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
	ii)	All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the proforma of Measurement Book annexed hereto, so that a complete record is obtained of all the items of works performed under the contract.
	iii)	All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
	iv)	Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.



	v)	The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Employer. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the concerned officers of the Employer.
	vi)	The contractor shall also submit to the Employer separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
	vii)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.
	viii)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such



		standard is available then a mutually agreed method shall be followed.
	ix)	The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	x)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	xi)	It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
	CLAUSE 7	



Payment on Interim Certificate to be Regarded as Advances	i)	<p>No payment shall be made for work, estimated to cost Rupees One Lakh or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rupees Ten Lakh, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Employer as provided in the proforma annexed hereto. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Tender document, in which case the interim bill shall be prepared only after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in- Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.</p> <p>The Contractor shall be paid by the Employer from time to time, by installments under Interim Certificates to be issued by the Engineer-in-Charge to the Contractor on account of the works executed as aforesaid in accordance with this contract, subject, however, to a retention of the percentage of such value named in the tender document as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the tender document as "Total Retention Money". The Engineer-in-charge may in his discretion include in the Interim Certificate such amount as he may consider proper on account of</p>
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		<p>materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Engineer-in-charge shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate, the sum of money named in the schedule as “Installment after Virtual Completion” being a part of the said Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Engineer-in-Charge at the expiry of the period referred to as “the Defects Liability Period” in clause 17 or as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Engineer-in-Charge of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under this contract nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Engineer-in-charge 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 Engineer-in-charge might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer’s decision shall be final and binding.</p>
	a)	<p>65% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Engineer-in-charge, pending test checking of work and verification of detailed arithmetical accuracy</p>



		by Employer.
	b)	The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
	c)	No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Completion Certificate.
	d)	The amount admissible shall be paid within the specified period of honouring certificates in the tender document after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the dismantled materials, if any and all required details/ documents. In case of delay in payment of Running Account bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.
	ii)	All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract
	iii)	Pending consideration of extension of date of completion, interim



		payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
Payments in composite Contracts	iv)	In case of composite tenders, running payment for the major and minor components shall be made after certification of works by concerned engineers of respective discipline.
	v)	In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer-in-charge shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, she/he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge from the next RA/ final bill due to main contractor as the case may be.
	CLAUSE 7A	
Unfixed materials when taken into account to be the property of the Employer		Where in any Certificate (of which the Contractor has received payment), the Engineer-in-Charge has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Engineer-in-Charge. The Contractor shall be liable for any loss of, or damage to, such materials.
	CLAUSE 8	
Completion Certificate and Completion Plans	i)	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work if the work is found incomplete, the



		<p>contractor shall be advised suitably .Further, in the completed work, if there is no defect, the Engineer-In-Charge shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.</p>
	ii)	<p>The works shall not be considered as completed until the Engineer-in-charge has certified in writing that they have been completed. The Defects Liability Period shall commence from the date of such certificate.</p>
	CLAUSE 8A	



Contractor to Keep Site Clean		The splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.
CLAUSE 8B		
Completion Plans to be Submitted by the Contractor	i)	The contractor shall submit completion plan (as built drawing in AUTOCAD or any such approved software and one hard copy) for, structural drawings, water, sewerage and drainage line, Electrical, HVAC, Firefighting system works, etc. as applicable depending upon the scope of work within thirty days of the completion of the work.
	ii)	The contractor shall submit all the data and details as regards the work to enable the Employer to prepare the 'As built drawings' for layouts etc.
	iii)	The contractor shall also submit the operation and maintenance manuals and other technical literature/ warranty certificates provided by OEMs in respect of all the electrical/ electro-mechanical and electronic equipment/ systems etc.
	iv)	In case, the contractor fails to submit the completion plan as aforesaid, the Employer will not process its bills for payment till such time the completion plan is submitted.
CLAUSE 9		
Payment of Final Bill		The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final



		certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge complete with account of materials wherever applicable.
		In case of delay in payment of final bills after prescribed time limit, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor found to be in order.
	CLAUSE 9A	
Payment of Contractor's Bills through electronic means	i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format (2) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.
	ii)	Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.
	CLAUSE 10	
	i)	The contractor shall, at his own expense, provide all materials,



Materials to be provided by the Contractor		required for the works.
	ii)	The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The materials shall be selected from the list of approved makes of materials at Section VI and shall be in accordance with the requirements of IGBC rating system as specified in Schedule G. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.
	iii)	The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
	iv)	The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing



		unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in- Charge or his authorized representative shall at all times have access to the works and to all workshops, factories or/ and other places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access for inspections and examination and test of the materials and workmanship. No person not authorized by the employer except the representatives of public authorities shall be allowed on the works at any time.
	v)	The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
	vi)	The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Tender document.
	CLAUSE 10A	
Secured Advance on Non-perishable Materials delivered at site and its recovery	i)	The contractor, on signing of an Indenture in the specified proforma, 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)



		<p>which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible 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.</p> <p>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.</p>
	CLAUSE 10B	
Price Adjustment - Payment on Account of variation in Material Prices/Wages	i)	<p>Where scheduled period of completion is more than one year, in order to take in to account the variations in Material prices and wages during the contract period when the work is in progress, including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, adjustments in the costs of materials and labour shall be allowed on the basis of formulae as given below;</p> <p>(1) Materials</p> $V_M = 70/100 \{0.88V - (M)\} \times \{(W_I - W_{I0})/W_{I0}\}$ <p>Where</p> <p>V_M = Variation in material cost, <i>i.e.</i>, increase or decrease in the amount in Rs to be paid or recovered.</p> <p>V = Value of work done excluding advances on materials, if any, during the period under reckoning.</p> <p>M = Cost of materials for which basic rates, if any, are indicated in the tender</p>



	<p>WI = Average of All India Wholesale Price Index for all commodities for the period under reckoning as published in the RBI Bulletin.</p> <p>W_{lo} = All India Wholesale Price Index for all commodities during the month of receipt of final Price Bid of the tender as published in the RBI Bulletin</p> <p>(2) Labour</p> <p>$V_L = 30/100 \{0.88V - (M)\} \times \{(CI - C_{lo})/C_{lo}\}$</p> <p>Where</p> <p>$V_L$ = Variation in labour cost, <i>i.e.</i>, increase or decrease in the amount in Rs to be paid or recovered.</p> <p>V = As stated in (1) above</p> <p>M = As stated in (1) above</p> <p>CI = Average of All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India as published in the RBI Bulletin during the period under reckoning.</p> <p>C_{lo} = All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India as published in RBI Bulletin during the month of receipt of final Price Bid of the tender.</p>		
	ii)	The base date for working out such price adjustment shall be the last stipulated date of receipt of Final Price bid of the tenders.	
	iii)	The cost of work on which price adjustment will be payable shall be reckoned as below :	
	a)	Gross value of work done up to last price adjustment :	(A)
	b)	Gross value of work done up to the current date :	(B)



	c)	Gross value of work done during the period under reckoning (A-B)	(C)
	d)	Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during the period under reckoning:	(D)
	k)	Then, Cost of work for which price adjustment is applicable: $V = C - D$	
iv)	Materials which are covered by the provision of basic prices/ rates are excluded from the purview under this adjustment.		
v)	Adjustments based on the above formulae will be made for each bill as and when the indices are published. The Contractors shall submit the bill for price adjustment with detailed calculations.		
vi)	The downward adjustment on account of labour element will be made only if the minimum wages also register corresponding fall compared to the minimum wages prevailing in the month of receipt of final price bid of the tenders.		
vii)	The price adjustment clause shall be applicable only for the work executed during the contract period including authorized extension, if any. In case the work is not completed within the contract period including authorized extension and the provision of liquidated damages has to be enforced, this adjustment clause will not be applicable for work done during that period. It is also clarified that price adjustment clause will not be applicable to any extra variation items, the rates of which are based on prevailing market rate.		
viii)	In view of the price adjustment in cost being covered as above, no other adjustments viz. increase or decrease due to statutory measures/levies etc. will be allowed for any reason whatsoever.		
ix)	In case the bill is submitted to the Employer prior to 15 th of a particular month, index for the previous month will be reckoned for calculating the average indices for arriving at the adjustment. If		



		however, the bill is submitted on or after 15th, the Indices for that particular month shall be taken into consideration.
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	CLAUSE 11	
	i)	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.
	ii)	In the case of any class of work for which there is no such specifications as referred above, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
	iii)	The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The



		Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.
Action in case Work not done as per Specifications	CLAUSE 11 A	
	i)	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
	ii)	If it shall appear to the Engineer-in-charge or his authorized representatives or to the Superior Officers of the employer or the officers of the organization engaged by the Employer for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within Defects Liability Period stated in tender document or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below) after completion of the work, from the Engineer-in-



		Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of him failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.
	iii)	In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Tender document may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.
Deviations/ Variations Extent and Pricing	CLAUSE 12	
		The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion



		<p>of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p> <p>The Engineer-in-Charge shall be the final authority to decide whether any item of work is extra/ deviation/ substitution item.</p>	
	12.1	<p>The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract price sum being ordered, be extended, if requested by the contractor, as follows</p>	
		i)	In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work(including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus
		ii)	25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
Deviation - Extra Items and Pricing	12.2	A)	Items that are completely new, and are in addition to the items contained in the contract
			Where the extra works are not of similar character and/or executed under similar conditions as



			aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Engineer-in-charge the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Engineer-in-charge shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
			Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Engineer-in-charge, the workman's name) and materials employed be delivered for verification to the Engineer-in-charge or his representative at or before the end of the week following that in which the work has been executed.
			In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence



			<p>of the item(s) claim rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the “actual cost basis” plus 15% towards establishment charges, contractor’s overhead and profit and the Engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. Such items will not be eligible for escalation.</p>	
Deviation - Substituted Items and Pricing		B)	<p>Items that are taken up with partial substitution or in lieu of items of work in the contract</p>	
			<p>In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall, wherever possible, be derived out of the rates given in priced schedule of quantities in the manner as mentioned in the following para.</p>	
			a)	<p>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.</p>
			b)	<p>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 (A) thereof.</p>



			c)	If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
			d)	If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
Deviation - Deviated Quantities and Pricing		C)	In the case of contract items, substituted items, contract cum substituted items which exceed the pre-specified limits over the tender quantity	
			In the case of contract items, substituted items, contract cum substituted items, which exceed the pre-specified limits laid down in Tender document, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the “actual cost basis” plus 15% towards establishment charges, contractor’s overhead and profit for the work in excess of the above mentioned limits, provided that if the rates	



		so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
		The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
	12.3	The contractor shall send to the Engineer-in-Charge once every three months, an up-to-date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorise consideration of such claims on merits.
	12.4	Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of



		the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.
Foreclosure of contract due to Abandonment or Reduction in Scope of Work	CLAUSE 13	
	If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.	
	The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;	
	i)	Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters, Tools & Plant, site office; storage accommodation and water storage tanks etc.
	ii)	Employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Employer shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Employer, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of



		transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
	The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.	
	The reasonable amount of items on (i) above shall not be in excess of 0.5% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Employer as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Employer from the contractor under the terms of the contract.	
Carrying out part work at risk & cost of contractor	CLAUSE 14	
	If contractor:	
	i)	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
	ii)	Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
	iii)	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so



		determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
	The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:	
	a)	Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
	b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
	The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. The liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the Contract price of the work.	
	In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.	
	Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as	



	aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.	
	If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.	
	In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.	
	CLAUSE 15	
Suspension of Work	i)	The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
	a)	on account of any default on the part of the contractor or;
	b)	for proper execution of the works or part thereof for reasons other than the default of the contractor; or
	c)	for safety of the works or part thereof.



			The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in- Charge.
	ii)		If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
		a)	the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
		b)	If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.
	iii)		If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part



		thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.
Dismantled Material Employer's Property	CLAUSE 16	
	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Employer's property and such materials shall be disposed off as per the specific instructions in this regard or in absence of the same to the best advantage of Employer according to the instructions in writing issued by the Engineer-in-Charge.	
Contractor Liable for Damages, defects during	CLAUSE 17	
	i)	If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or



defect liability period		telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage, settlement or other faults appear in the work within Defects Liability Period stated in tender document or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below) after a certificate final or otherwise of its completion shall have been given by the Engineer- in-Charge as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Engineer-in-Charge may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer-in-Charge's Certificate in writing, from any money due or may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Engineer-in-Charge equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by
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		any sub-contractor employed on the works who has been nominated or approved by the Employer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause. 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 Employer. . The security deposit of the contractor shall not be refunded before the expiry of the Defect Liability Period after the issue of the certificate final or otherwise, as provided elsewhere.
Setting out of works	Clause 18	
	<p>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 the Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer-in-Charge.</p> <p>The checking of any setting-out or of any line or level by the Engineer-in-charge or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting out the works.</p>	
All relevant Statutory Laws to be complied by the Contractor	CLAUSE 19	
	i)	The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central)



		Rules, 1950.
	ii)	The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
	iii)	The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.
	iv)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
	v)	Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
Payment of wages:	CLAUSE 19 A	
	i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged



		by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.	
	iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.	
	iv)	a)	The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
		b)	Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account



			of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.
	v)	The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.	
	vi)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.	
	vii)	The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.	
	CLAUSE 19 B		
	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.		
	CLAUSE 19 C		
	The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-		
	1)	the number of labourers employed by him on the work,	
	2)	their working hours,	
	3)	the wages paid to them,	
	4)	the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and	
	Failing which the contractor shall be liable to pay to Employer, a sum not exceeding Rs.200/- for each default or materially incorrect		



	statement. The decision of the Employer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.	
	CLAUSE 19 D	
	In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by him/her..	
	CLAUSE 19 E	
	The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.	
	CLAUSE 19 F	
	i)	It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.
	ii)	However, the Employer, through a notice, may require the



		contractor to remove the illegal occupation any time on or before construction and delivery.
Employment of skilled/semi skilled workers	CLAUSE 19 G (Not applicable)	
	i)	The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified in particular trade. If the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill shall be final and binding.
	ii)	Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.
Contribution of EPF and ESI	CLAUSE 19 H	
	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.	
Ensuring Payment and Amenities to Workers if Contractor fails	CLAUSE 19 I	
	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation	



	<p>and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.</p>	
Authorities and Notices	CLAUSE 20	
	(i)	<p>The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.</p> <p>In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.</p>
	(ii)	<p>The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.</p>
	CLAUSE 21	



<p>Work not to be sublet. Action in case of insolvency</p>	<p>The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, 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.</p> <p>And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.</p>
<p>Recovery of Compensation paid to Workmen</p>	<p>CLAUSE 22</p> <p>In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under the provisions of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become</p>



	liable in consequence of contesting such claim.
Changes in firm's Constitution to be intimated	CLAUSE 23 Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc.	CLAUSE 24 The contractor shall arrange at his own expense all materials (including consumables such as welding rods etc.), all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, steel scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.
	CLAUSE 25



Settlement of Disputes & Arbitration	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:	
	i)	The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.
	ii)	All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.
	iii)	But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the



		<p>matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three persons' names and forward to the contractor to select one among them as arbitrator.</p> <p>The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision.</p> <p>The arbitrator shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise. Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with</p>
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		the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The place of Arbitration shall be as specified in Tender document.
Contractor to indemnify Employer against Patent Rights	CLAUSE 26	
	The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.	
Lump sum Provisions in Tender	CLAUSE 27	
	When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the	



	certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.		
Nominated Sub-Contractors	CLAUSE 28		
	(i)	All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Engineer-in-charge are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.	
	(ii)	No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into a Contract provided :	
		a)	That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contract as the Contractor is under in respect of this contract.
		b)	That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.



		c)	Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Engineer-in-charge's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Engineer-in-charge proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Engineer-in-charge and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor.
Withholding and lien in respect of sum due from contractor	CLAUSE 29		
	i)		Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the RESERVE BANK OF INDIA pending finalization of adjudication of any such claim.



		<p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p>
	ii)	<p>Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid</p>



		by Employer to the contractor, without any interest thereon whatsoever.
Lien in respect of claims in other Contracts	CLAUSE 29A Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or RESERVE BANK OF INDIA elsewhere. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.	
Return of Surplus materials	CLAUSE 30 Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Employer by purchases 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	



	<p>and not dispose them off without the written permission of the Employer and return it to Employer, if required by the Employer, all surplus materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by Contractor in respect thereof. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.</p>	
Water and Electric power supply for work	CLAUSE 31	
	The contractor(s) shall make his/their own arrangements for water and Electric power supply required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.	
	i)	That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
	ii)	The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.
Employer's water supply, if available	CLAUSE 31A	
	Water if available may be supplied to the contractor by the Employer subject to the following conditions:-	
	i)	The water charges @ 1% shall be recovered on gross amount of the work done.



	ii)	The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main source of supply.
	iii)	The Employer do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the water mains so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.
Insurance in respect of damages to Persons and Property	CLAUSE 32	
		The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage



		<p>consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake & Fire risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.</p> <p>The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.</p>
		<p>The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance (Third Party Liability) in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.</p> <p>The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all</p>



	<p>claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.</p> <p>In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.</p>
	<p>The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.</p> <p>The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom.</p> <p>Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.</p>



Employment of Technical Staff and employees	CLAUSE 33	
	Contractor's Superintendence, Supervision, Technical Staff & Employees	
	i)	<p>The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract until the expiry of the "Defects Liability Period" stated in tender document.</p> <p>The contractor shall immediately after receiving letter of award of work and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the Project Manager, to be in charge of the work, Principal technical representative and other technical representative(s) who will be supervising the work. Minimum requirement of such Project Manager and technical representative(s) and their qualifications and experience shall not be lower than specified in Tender document. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Employer shall be final and binding on the contractor in this respect. Such a Project Manager, Principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work. All the provisions applicable to the principal technical representative under the Clause will also be applicable to</p>



		<p>other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. Necessary site Registers viz. Material receipt/consumption register/Hindrance Register/Labour Register etc. shall be strictly maintained by him on daily basis and got duly authenticated from Engineer-in-charge. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two consecutive days.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no</p>
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		<p>such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Tender document and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Project Manager, Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two continuous days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Technical staff and employees employed by him) along with every on account bill and final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.</p>
	ii)	<p>The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p>
	iii)	<p>The Engineer-in-Charge shall be at liberty to object to</p>



		and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.
Levy/Taxes payable by Contractor	CLAUSE 34	
	i)	Sales Tax/GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.
	ii)	The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, sand, stone, kankar, etc. from local authorities.
	If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.	
Conditions for reimbursement of levy/taxes if levied after receipt of tenders	CLAUSE 35	
	i)	All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is



		not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
	ii)	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
	iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
Other Persons employed by Employer	CLAUSE 36	
	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.	
If relative working with the Employer then the contractor not allowed to tender	CLAUSE 37	
	The contractor shall not be permitted to tender for works in the office of the Employer responsible for award and execution of contracts in which his near relative is posted as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed	



	<p>by him and who are near relatives to any Officer of the Employer. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer for any breach of this condition.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
No Employee of the Employer to work as Contractor within one year of retirement	<p>CLAUSE 38</p> <p>No Technical or other officer or assistant (including Junior Engineer) employed with the Employer shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.</p>
Compensation during warlike situations	<p>CLAUSE 39</p> <p>The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value</p>



	<p>of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.</p> <p>In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.</p>
Direction and approval of Engineer-in-charge	<p>CLAUSE 40</p> <p>All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.</p>
	<p>CLAUSE 41</p> <p>All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.</p>
Release of Security deposit after labour clearance	<p>CLAUSE 42</p> <p>Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall</p>



	<p>apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released, if otherwise due.</p>
	CLAUSE 43
Non-Disclosure Clause	<p>he contractor shall not disclose directly or indirectly any information, materials and of the Employer's infrastructure/ system/equipment etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the 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.</p>
Prevention of Sexual Harassment at Work place:	<p>CLAUSE 44</p> <p>a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The</p>



	<p>complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.</p> <p>b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.</p> <p>c) The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.</p> <p>d) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p> <p>e) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>
Debarment/disqualification from bidding	<p>CLAUSE 45</p> <p>A bidder is liable for debarment/disqualification from bidding on the following rounds:</p> <p>1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:</p> <p>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.</p> <p>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.</p> <p>c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the</p>



	<p>procurement process.</p> <ul style="list-style-type: none">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. <p>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, sub-standard quality of works, failure to abide terms of the tender etc.</p> <p>3) If the bidder has been convicted of an offence— (a) under the</p>
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	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.
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I /we hereby declare that I / we have read and understood the above instructions, terms and conditions, etc. provided for guidance of tenderers and have accordingly quoted my/our rates.

Place:

Name of the Contractor:

Date:

Address:

Sign & Seal of the Contractor:



SPECIAL CONDITIONS OF CONTRACT

General	CLAUSE SC 1	
	i)	Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents forming part of this contract, wherever the context so requires.
	ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexures etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
	iii)	Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision(s) of the Special Conditions shall be deemed to override the provision(s) of the General conditions of Contract only to the extent that such repugnance or variations cannot and shall be to the extent that such repugnance or variance cannot be reconciled with the General Conditions of Contract.
	iv)	Wherever it is stated anywhere in this tender document that such and such supply is to be affected or such and such work is to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically stated.
	v)	The items given in Schedule of Quantities shall be read in conjunction with materials and job specifications and relevant drawings.
Responsibilities of contractor	CLAUSE SC 2	
	i)	The CONTRACTOR is bound to carry out all the the items of works necessary for completion of the job even if the same is not exclusively mentioned in the document but can be reasonably inferred from the scope of work and other details/ conditions provided



		in the tender document. The contractor shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient and expeditious manner as per the time schedule, specifications and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.
	ii)	The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.
	iii)	All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
	iv)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.
	v)	Responsibility for obtaining all statutory approvals related to the work lies with the CONTRACTOR. The contractor shall obtain and pay for necessary inspection fee levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.
	vi)	The CONTRACTOR shall ensure that normal working of residences is not affected due to his work.
	ix)	CONTRACTOR shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board.
	x)	The works to be undertaken by the Contractor shall inter-alia include the following:



	a)	Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
	b)	Obtaining of Statutory permissions, where ever applicable and required.
	c)	Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
	xi)	The Contractor shall ensure that proper and timely after sales support shall be provided in respect of all equipments/ systems supplied and installed under the contract through the authorized representatives of OEMs/ system integrators/ approved dealers.
Role of employer	CLAUSE SC 3	
	The Employer (Reserve Bank of India, Mumbai) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.	
Performance Bank Guarantee (PBG)	CLAUSE SC 4	
	<p>As security against due fulfillment of the terms and obligations of the Contract, Defect Liability Period (Warranty period). The successful tenderer shall furnish on award of the works, an amount equal to 5% (Five percent) of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank towards Security Deposit for the due fulfilment of the terms and obligations of the contract and DLP. This BG should be valid for a period of the contract completion period up to the date of handing over of the newly installed HVAC ducting works and a further period of ONE (1) year i.e. (one-year DLP).</p> <p>The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms & conditions of the DLP set out in the tender at any time during the currency of committed period (One year DLP).</p>	



Shop Drawings	CLAUSE SC 5	
	i)	Wherever shop drawings are required for approval before execution of work or the work has to be carried out as per manufacturer's specifications, shop drawing shall be got prepared by the Contractor on AutoCAD system as per the actual site measurements based on Architectural drawings and submitted to Engineer-in-charge for approval before execution of work.
Works to be carried out by licensed technicians under supervision of licensed Supervisors	CLAUSE SC 6	
	a)	All electrical works shall be carried out through a licensed Electrician under the supervision of licensed supervisor. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical works done by the CONTRACTOR.
	b)	Wherever any statutory approval/ license/ NOC is required at any stage either before commissioning or after commissioning of the equipment/ system, the Contractor shall obtain the same by paying the requisite statutory fees/ deposit to the statutory authority directly and shall submit the original receipt to the employer for reimbursement. The Contractor shall be responsible for the liaison and follow-up with the statutory authority concerned for the purpose.
Documents to be maintained at site	CLAUSE SC 7	
	a)	The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.
	b)	These documents shall be available for inspection by Employer's representative or Engineer-in-charge or his representative during his site visit at all reasonable times.
	c)	After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the relevant



		drawings to the Engineer-in-charge before submission of the Final bill.
Inspection of materials/work at site	CLAUSE SC 8	
		The Employer's engineer shall inspect the materials at site after delivery before the same is used in the work.
		The Employer's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Employer 's Engineer a similar right
		The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place
		<p>The Employer 's Engineer shall have the power-</p> <ul style="list-style-type: none"> a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture; b) To reject any equipment or parts submitted as not being in accordance with the specification; c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted
		<u>Consequence of rejection:</u> If on the equipment or a part thereof, being rejected by the Employer 's Engineer, the



		<p>contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Employer shall be at liberty to :</p> <p>i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or</p> <p>ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Employer which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or</p> <p>iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Employer, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause apply as far as applicable</p>
		Employer 's Engineer's decision as to rejection final : - The Bank's Engineer's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal
Progress Monitoring by the Engineer-in-charge	CLAUSE SC 9	
	i)	The contractor shall submit his programme for approval of Engineer-in-charge within 10 days from the date of award of work.



	ii)	On the basis of the approved programme, the Engineer-in-charge shall monitor/ review the progress through site meetings on monthly interval or earlier, as and when required. 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.	
	iii)	For this purpose, the contractor shall prepare and submit a progress report indicating following:	
		A	Progress for the previous month (duration under review) and the planning for the next month and materials received during the month (duration under review) and expected to be received during next month.
		B	The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Employer/ Engineer-in-charge.
		C	Procurement schedule for long lead items and status of finalization of purchase order for such items/ materials
		D	List of Variations / extra items carried out during the previous month (period under review)
Scope of Work during Warranty Period	CLAUSE SC 10		
	<p>The project comprises of Design, supply, installation, testing and commissioning of HVAC ducting works at 5th floor Executive Area in Bank's Main office building, Guwahati “,which will be completed in 02 months from the 10th day of issue of work order.</p> <p>A single agreement shall be executed by the successful bidder for providing the equipment/system, providing services during Defect Liability Period.</p> <p>The entire HVAC ducting System shall be guaranteed to be free from defective workmanship or materials for 12 months from the date of handover of the ducting System (Defect Liability Period – DLP) and any defects that may appear within 12 months from the date of issue of completion certificate for the work/ hand over of the HVAC ducting</p>		



	System, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months (DLP), the contractor shall make periodical inspection of the working of the HVAC System free of charge at least once a month or earlier, if required, and attend to the maintenance of the various parts and such other service that may be required for the same.	
Renewal of CAMC	CLAUSE SC 11	
	Not Applicable	
Measurement, Billing and Terms of payment	CLAUSE SC 12	
	i)	The work shall be measured from time to time as provided in the General Conditions of Contract and Special conditions of contract. As and when the Contractor feels that the gross value of work done after adjustment of the value of work already received in any previous bill and adjustment of advances, if any, has crossed the threshold value specified in the Schedule 'F' for Running Account Bill, he may raise a bill and submit to the Engineer-in-charge for payment. The bill shall invariably be accompanied with following documents:
	a)	The progress reports of the concerned period, indicating that the approved milestone has been reached.
	b)	Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill
	c)	Checklist indicating validity of the labour license (if any), all the Insurance Policies, PBGs etc.
	d)	Delivery challans of the materials.
	e)	An undertaking on the contractor's letterhead that all the materials required for the commissioning of respective lift/(s) have been received at site in good condition and during execution of work, if any other material is required



		or any shortfall is observed, the same shall be supplied by Contractor at no extra cost to the Employer
ii)		The Engineer-in-charge reserves the right to refuse to accept the Running Account bill, if any of the document as above is not submitted along with the bill.
iii)		Once the bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.
iv)		After completion of work and completing all the contractual responsibility, the measurement sheets shall be signed jointly by the Contractor or his authorized representative and Engineer-in-charge or his authorized representatives. The Contractor shall then submit the Final bill to the Engineer-in-charge. The Final Bill shall necessarily be submitted along with the following documents:
	a)	The signed measurements
	b)	The copy of last progress report, evidencing the completion of work.
	c)	Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill
	d)	Final Testing/ Commissioning report for the Project
	e)	All the lift licenses in original and other required certificates from statutory authorities, if any
	f)	Checklist indicating validity of the labour license(if any), all the Insurance Policies, PBGs
	g)	Delivery challans for the materials
	h)	All the required documents of Guarantees/ warranties
	i)	"No claim" certificate by the Contractor except as included in the Final bill.



	v)	The Engineer-in-charge reserves the right to refuse to accept the Final bill, if any of the document, as above, is not submitted along with the bill.
	vi)	Once the Final bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honoring the certificates. No revised Final Bill shall be considered by the Employer.
	vii)	All statutory deductions shall be made from the payments due to the Contractor.
	viii)	<p>The following terms of payment shall be applicable to this contract subject to statutory deductions:</p> <ul style="list-style-type: none">• 60% of the quoted rates on completion of delivery of all material as per BOQ, tender specification and manufacturer certificate, valid Bank Guarantee.• 35% after successful, installation, testing, commissioning, balancing and handing over the complete system.• Balance 5% after one year of defect liability period.• All bills are liable for deduction of TDS, TDS on CGST and SGST as applicable.• The payment will be made on actual measurements at site.

I /we hereby declare that I / we have read and understood the above instructions, terms and conditions, etc. provided for guidance of tenderers and have accordingly quoted my/our rates.

Place:

Name of the Contractor:

Date:

Address:

Sign & Seal of the Contractor:

**SPECIAL INSTRUCTIONS TO BIDDERS**

1	General	
	i)	Special Instructions to bidders shall be read in conjunction with the General Rules and instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications of work and any other documents forming part of this contract, wherever the context so requires.
	ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexures etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
	iii)	Where any portion of the Special Instructions to bidders is repugnant to or at variance with any provisions of the General Rules and Instructions to bidders then unless a different intention appears, the provision(s) of the Special Instructions to bidders shall be deemed to override the provision(s) of the General Rules and Instructions to bidders only to the extent that such repugnance or variance cannot be reconciled with the General Rules and Instructions to bidders.
	iv)	As the work is to be executed in an occupied building, the program for carrying out the work should be framed to cause minimal disturbance to the normal functioning. The work may also be planned on all Saturdays, Sundays and holidays including extended working hours during weekdays.
	v)	The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
	vi)	All debris generated during execution should be removed on the same day including taking adequate precautions to prevent dust / debris falling on Bank's/ Residents properties etc.
2	Visit to Site before preparing Tender	
	i)	Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. A confirmation in this respect needs to be furnished in the enclosed annexure along with Part I of the tender.



	ii)	Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner.		
	iii)	Brief specifications and design data mentioned in the tender is not to be accepted as final by any means. The bidders should check and verify the data at site in their own interest. Bidders may explain in detail any design issues along with the tender.		
3	Retention Money/ Security Deposit			
	i)	@ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document in addition to the Performance Bank Guarantee (PBG) shall be held as Security Deposit for the due fulfillment of the contract conditions.		
	ii)	The EMD deposited by the successful tenderer shall be refunded on obtaining Performance Bank Guarantee from the successful tenderer.		
4	Evaluation of Tender			
	The tenders will be evaluated not only on the basis of quoted rates of entire works as per the BOQ but also evaluation of submitted documents and qualifications thereafter as per the Bank's specifications.			
5	Completion Period and time schedule			
	The completion period for the project shall be as specified under commercial conditions. A macro level time schedule shall also be prepared and submitted by the bidder along with the tender as per following table:			
	a)	Submission of layout drawing	days after 14 th day of the date of issue of work order	
	b)	Approval of layout drawings by Bank	-----days from above (Bank Engineer)	
	c)	Delivery of materials at site		
		As per BOQ & technical specifications given in Tender Part-I	-----days from above	
	d)	Installation, testing & commissioning and handing over the entire HVAC ducting System	-----days from above	
		Total Completion Period in days	----- (total from (a) to (e))	



	(Note) – The number of weeks required for items a, c and d above to be filled in by the Tenderer. The total completion period should be as specified in the tender.
	The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 14 th day of issue of work order. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank
	Bank will provide open storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

I /we hereby declare that I / we have read and understood the above instructions, terms and conditions, etc. provided for guidance of tenderers and have accordingly quoted my/our rates.

Place:

Name of the Contractor:

Date:

Address:

Sign & Seal of the Contractor:

**SCHEDULE OF COMMERCIAL DEVIATIONS**

(Duly filled, signed and stamped to be uploaded along with Tender Part-I)

We confirm that all commercial terms and conditions and specifications of the Bank except for deviations listed below are acceptable to us.

S/N	Section No.	Clause No.	Deviation proposed
1	2	3	4

Place:

Date:

Signature of Bidder with seal



TECHNICAL SPECIFICATIONS

7.1	The scope of work shall cover Design, supply, installation, testing and commissioning of HVAC ducting works at 5 th floor Executive Area in Bank's Main office building, Guwahati "as detailed under this specification and as provided in the bill of materials/schedule of quantities.																																						
7.1.1	<u>CODES AND STANDARDS</u>																																						
	The design, materials, manufacture, inspection, testing and performance of HVAC System shall comply with all currently applicable statues, regulations, codes and standards in the locality where the equipment is to be installed. Nothing in this specification shall be construed to relieve the Bidder of this responsibility.																																						
7.1.2	HVAC Ducting Work																																						
	<p>The duct work shall be fabricated out of galvanized steel sheet (GSS), class VIII conforming to IS 277-1962 (revised & amended till date). The fabrication of duct shall strictly conform to IS 655- 1963 as amended up to date.</p> <p>The thickness of the sheet for fabrication of rectangular duct work shall be as under:</p> <table border="1"> <thead> <tr> <th>Maximum sidemm</th><th>Thickness ofsheet mm</th><th>Type of transverse joint connections</th><th>Bracing (if any)</th><th>Size of supports (hanging rods)</th></tr> <tr> <th>1</th><th>2</th><th>3</th><th>4</th><th>5</th></tr> </thead> <tbody> <tr> <td>Up to 400</td><td>0.63</td><td>25mm GSSflanges</td><td>None</td><td>10 mm</td></tr> <tr> <td>401 to 800</td><td>0.63</td><td>25 x 25 x 3mm MS angleflanges</td><td>25 x 25 x 3mm MS angle at 1.2m</td><td>10 mm</td></tr> <tr> <td>801 to 1500</td><td>0.8</td><td>40 x 40 x 3mm MS angleflanges</td><td>40 x 40 x 3mm MS angle at 1.2m</td><td>12 mm</td></tr> <tr> <td>1501 to 2250</td><td>1.00</td><td>50 x 50 x 6mm MS angleflanges</td><td>40 x 40 x 3mm MS angle flanges</td><td>16 mm</td></tr> <tr> <td>2251 and above</td><td>1.25</td><td>50 x 50 x 6mm MS angleflanges</td><td>40 x 40 x 3mm MS angle</td><td>16 mm</td></tr> </tbody> </table>				Maximum sidemm	Thickness ofsheet mm	Type of transverse joint connections	Bracing (if any)	Size of supports (hanging rods)	1	2	3	4	5	Up to 400	0.63	25mm GSSflanges	None	10 mm	401 to 800	0.63	25 x 25 x 3mm MS angleflanges	25 x 25 x 3mm MS angle at 1.2m	10 mm	801 to 1500	0.8	40 x 40 x 3mm MS angleflanges	40 x 40 x 3mm MS angle at 1.2m	12 mm	1501 to 2250	1.00	50 x 50 x 6mm MS angleflanges	40 x 40 x 3mm MS angle flanges	16 mm	2251 and above	1.25	50 x 50 x 6mm MS angleflanges	40 x 40 x 3mm MS angle	16 mm
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			flanges	
2) Construction of Ducts <p>The following points should be also considered while fabrication of ducts.</p> <ol style="list-style-type: none">All ducts shall be fabricated and installed in workman like manner, generally confirming to the relevant IS code (revised & amended till date).Ducts shall be straight and smooth on the inside with neatly finished joints. Joints shall be made airtight. The rubber gasket shall be installed between duct flanges in all connections and joints.Changes in dimensions and shape of ducts shall be gradual. Air turns shall be installed with vanes, arranged to permit the air to make the turn without appreciable turbulence. All branches take offs and collars shall be provided with turning vanes. All flanges and supports should be primer coated on all surfaces before erection and painted with aluminum paint thereafter.All ducts shall be supported from the ceiling/slab by means of MS rods of required dia. as per IS standard (mentioned in above table) with M.S angle at the bottom. The ducts may be suspended from the ceiling with the help of dash fasteners.All ducts shall be rigid and shall be adequately supported and braced where required with standing seams, tees or angles, of ample size to keep the ducts true to shape and to prevent buckling, vibration and breaking. Ducts up to 610 mm width shall have a minimum of 40X40X3 mm angle support and ducts larger than this shall have 50X50X6mm angle support.All ducts shall be totally free from vibration under all conditions of operation. Whenever duct work is connected to AHUs that may cause vibrations in the ducts, ducts shall be provided with fire resistant flexible double canvas connection of minimum 150mm long securely bonded and bolted on both sides.All nuts, bolts and washers shall be zinc plated steel. All rivets shall be galvanized or shall be made of magnesium - aluminum alloy. Self-tapping screws shall not be used.Ducts shall be fabricated at site or factory fabricated and shall be generally as per IS: 655 "Specifications for metal air ducts", unless otherwise deviated in				



these General Specifications

- ix) The interior surfaces of the ducting shall be smooth.
- x) All the ducts up to 600 mm longest side shall be cross broken between flanges by a single continuous breaking. Ducts of size 600 mm and above shall be cross broken by single continuous breaking between flanges and bracings. Alternatively, beading at 300 mm centers for ducts up to 600 mm longest side, and 300 mm centers for ducts above 600 mm size shall be provided for stiffening.
- xi) As far as possible, long radius elbows and gradual changes in shape shall be used to maintain uniform velocity accompanied by decreased turbulence, lower resistance and minimum noise. The ratio of the size of the duct to the radius of the elbow shall be normally not less than 1:1.5.
- xii) Flanged joints shall be used at intervals not exceeding 2500 mm. Flanges shall be welded at corners first and then riveted to the duct.
- xiii) Stiffening angles shall be fixed to the sides of the ducts by riveting at 1.25 meters from joints for ducts of size 600 mm to 1500 mm, and 0.6 m from joints for ducts of size larger than 1500 mm. Bracings for ducts larger than 1500 mm can alternatively be by diagonal angles.
- xiv) Plenums for filters shall be complete with suitable access door of size 450 mm x 450 mm.
- xv) All factory fabricated duct shall be supplied in L sections; the length of any piece shall not be more than 1800 mm for duct with longest side of cross section as 600 mm and above and 3000 mm for rest.

3) Air Outlet and Inlets (Supply and Return)

- i) All air outlets and intakes shall be made of extruded aluminum sections & shall present a neat appearance and shall be rigid with mechanical joints.
- ii) square and rectangular wall outlets shall have a flanged frame with the outside edges returned or curved 5 to 7 mm and fitted with a suitable flexible gasket between the concealed face of the flanges and the finished wall face. The core of supply air register shall have adjustable front louvers parallel to the longer side to give up to 22.5 degrees vertical deflection and adjustable back louvers parallel to the shorter side to achieve a horizontal spread air pattern to at least 45



degrees. Return air grilles shall have only front louvers. The outer framework of the grilles shall be made of not less than 1.0 mm thick aluminum sheet. The louvers shall be of aerofoil design of extruded aluminum section with minimum thickness of 0.8mm at front and shall be made of 0.8mm thick aluminum sheet. Louvers may be spaced 18 mm apart.

iii) Square and rectangular ceiling outlets/intakes shall have a flange flush with the ceiling into which it is fitted or shall be of anti-smudge type. The outlets shall comprise an outer shell with duct collar and removable diffusing assembly. These shall be suitable for discharge in one or more directions as required. The outer shell shall not be less than 1.0 mm thick extruded section aluminum sheet. The diffuser assembly shall not be less than 0.80 mm thick extruded aluminum section.

iv) Circular ceiling outlets/intakes shall have either flush or anti smudge outer cone as specified in the tender specifications. Flush outer cones shall have the lower edge of the cone not more than 5 mm below the underside of the finished ceiling into which it is fitted. Anti-smudge cones shall have the outer cone profile designed to reduce dirt deposit 104 on the ceiling adjacent to the air outlet. The metal sheet used for construction of these shall be minimum 1.0 mm thick extruded aluminum sheet.

v) Linear diffusers shall have a flanged frame with the outside edges returned 3.5 mm and shall have one to four slots as required. The air quantity through each slot shall be adjustable. The metal sheet used for the construction of these shall be minimum 1.0 mm thick extruded aluminum sheet.

vi) Grilles and diffusers constructed of extruded aluminium sections shall have grille bars set straight or deflected as required. These shall be assembled by mechanical interlocking of components to prevent distortion. These grilles and diffusers shall have a rear set of adjustable blades, perpendicular to the face blades for deflection purposes.

vii) All supply air outlets shall be fitted with a volume control device, made of extruded aluminum gate section. The blades of the device shall be mill finish/ block shade pivoted on nylon brushes to avoid rusting & rattling noise, which shall be located immediately behind the outlet and shall be fully adjustable from within



the occupied space without removing any access panel. The volume control device for circular outlets shall be opposed blade radial /shutter type dampers, or two or more butterfly dampers in conjunction with equalizing grid. Opposed blade dampers shall be used for square and rectangular ceiling/wall outlets and intakes.

viii) All the products supplied by contractor should supplement in performance by selection curves of product ratings from the manufacturer.

ix) Laminar supply air diffusers shall be made of 2mm thick powder coated aluminum sheet duly insulated with 5mm thick closed cell polyethylene foam insulation having factory laminated aluminum foil and joints covered with self-adhesive aluminum tape and having holes 2/3 mm dia including framework.

4) Fresh Air Intakes

i) Fresh air intake grills shall be made of extruded aluminium sections.

ii) A flanged frame using RS sections shall be provided on front face to conceal the gap between the louvers and the adjoining wall face. Corners of frame shall be welded. The frame shall be made structurally rigid.

iii) Louvers made from extruded aluminum section shall be in modular panel form for ease of handling. These shall be free from waves and buckles. Vertical blades shall be truly vertical and horizontal blades shall be truly horizontal. Butt joints in blades shall not be accepted.

iv) Additional intermediate equally spaced supports and stiffeners shall be provided to prevent sagging/ vibrating of the louvers, at not more than 750mm centers where the louver's length is longer than 750mm.

v) A bird wire screen made of 12 mm mesh in 1.6 mm steel wire held in angle or channel frame shall be fixed to the rear face of the louver frame by screens.

5) Air Outlets and Inlets

i) The locations of the air outlets and intakes shall be shown in the tender drawings and necessary openings and the wooden framework for fixing the grilles shall be provided by the air conditioning contractor. The location of these outlets/ inlets is subject to change and the approval of the Engineer-in-Charge shall be obtained before finally fixing the grilles/diffusers in position.

ii) In installing fresh air intakes, no fixing device shall be visible from the face of the



frame. Where louvers are to be fixed in masonry or concrete, fixing shall be with either expanding plugs or raw plugs. Where the louvers are to be fixed in steel or wood, non-ferrous screws or bolts shall be used.

iii) Supply air outlets and return air intakes shall be anodized/ powder coated aluminum to the desired colour to match the surroundings wall/ceiling. The fresh air intakes shall be anodized/ powder coated aluminum as approved by the Engineer-in-Charge. The paint colour shall be approved by the Engineer-in-Charge.

iv) All damages to the finish of the structure during the installation work shall be made good by the air-conditioning contractor before handing over the installation to the Department.

6) BALANCING

Air systems shall be balanced in a manner to minimize throttling losses. The entire air distribution system shall be balanced with the help of an anemometer. The measured air quantities at fan discharge and at the various outlets shall be within + 5 percent of those specified/quoted. For fans greater than 0.75 KW (1.0 HP), fans must then be adjusted to meet design flow conditions. Branch duct adjustments shall be permanently marked after the air balancing is completed so that these can be restored to their correct position if disturbed at any time.

7) MODE of MEASUREMENT

The following measurement code shall apply to the Contract:

A. Sheet Metal work:

- i) Duct measurements (for insulated ducts) shall be taken before application of insulation. The final finished sheet area shall be measured in sq. mtrs only
- ii) Duct work shall be measured section wise on the basis of external surface area by multiplying the axial length from flange face to flange face for each section by the corresponding duct perimeter in the center of that section length.
- iii) Uniformly tapering straight sections shall also be measured as in (ii) above. However, for special pieces like tees, bends etc. area computations for surface areas shall be done as per the shape of such pieces.
- iv) The quoted unit rate for external surfaces of ducts shall include all wastage allowances, flanges, gaskets for joints, vibration isolators, bracings, hangers and



supports, inspection chambers/access panels, splitter dampers with quadrants and levers for position indication, turning vanes, straightening vanes, and all other accessories required to complete the duct installation as per the specifications. These accessories shall not be separately measured.

v) Grilles and diffusers (except linear diffusers) shall be measured by the cross-sectional areas, perpendicular to the airflow, and excluding the flanges. Volume control dampers, where provided shall not be separately accounted for.

vi) Linear diffusers shall be measured by linear measurements only, and not by cross-sectional areas, and shall exclude flanges for mounting of the linear diffusers. The supply air plenum for linear diffusers shall be measured as described above for ducting.

vii) Fire dampers shall be measured by their cross-sectional area perpendicular to the direction of the airflow. Quoted rates shall include the necessary collars and flanges for mounting, inspection pieces with access door, fusible link/solenoid with wiring, but excluding the fire detectors, etc.

viii) Vanes, splitters, flanges, access doors etc. shall not be separately measured. These shall be treated as part of duct work.

ix) Bends, Elbows, Transformation, pieces etc. shall be measured along the centre line and measured as per duct work.

x) Canvas connections, Duct Supports, stiffening members, frames etc. shall not be measured separately and shall form part of duct work.

B. GRILLS / DIFFUSERS / FIRE DAMPERS

All Grills / Diffusers / Fire Damper areas will be measured in terms of effective area (Neck Area). Any Extruded aluminium grill / diffusers having an area less than 0.1 sq.mt shall be accounted as 0.1 sq.mt.

C. BOX DAMPERS

i) No separate measurement of box dampers shall be done since they form part of duct.

ii) Fresh air dampers shall be measured as effective areas only. No separate measurements for bird screen inlet / outlet louvers shall be done.

D. Insulation of Duct



	i) This shall be measured on the basis of bare duct surface area i.e.; the area of duct insulation & area of duct shall be same.
7.1.3	Thermal insulation on ducts:
	The insulation material shall be 13 mm thick chemically cross-linked closed cell polyethylene FRXPE fire retardant grade with minimum density of 33+/- 3 Kg/m ³ , thermal conductivity of 0.035W/m°K and water vapour diffusion resistance factor (μ) ≥ 6000 , laminated with aluminum foil using Pidilite make SSR 998 adhesive liquid. The material should be free from ozone depleting substances (CFC/HCFC).
7.1.4	Acoustic lining/insulation on duct plenum:
	Supply and provision of internal duct acoustic lining/insulation with 25 mm thick open cell nitrile rubber foam of 140 to 180 kg/m ³ density, Class 1 fire rating, thermal conductivity 0.045w/m°k at 0°C fixed inside surface of ducts with necessary fixing materials i.e., adhesive etc., It should have antimicrobial properties.

Place:

Date:

Signature of Bidder with seal

**LIST OF APPROVED MAKES OF MATERIALS**

The make of equipment shall be from among those mentioned below. All electrical items, equipment, fittings having BIS marks and subject to Bank's approval.

S/N	Item Description	Approved make
1.	GI Sheets	TATA/JINDAL/SAIL
2.	Insulation material	Armacell /K-flex /U.P.Twiga/
3.	Supply/Return Air grills/diffusers	Dynacraft/Airmaster/Cosmos
4.	Dampers	Dynacraft/Airmaster/Cosmos

We hereby confirm that the offered HVAC System Ducting Works as per the tender specifications and deliver the objective and requirement of the Central Air Conditioner System stated in the tender.

Place:

Date:

Signature of Bidder with seal

**TECHNICAL DATA TO BE FURNISHED BY BIDDERS***(Duly filled, signed and stamped to be uploaded along with tender Part-I)*

S/N	Description	To be filled by the bidder	
01.	GI Sheets make		
02.	Supply/Return Air Grills/Diffusers make		
03.	Dampers make		
04.	Duct/Collar Dampers make		
05.	Duct Insulation	Thermal	Acoustic
	Manufacturers Name		
	Material		

Place:

Date:

Signature of Bidder with seal

**SCHEDULE OF TECHNICAL DEVIATIONS**

(Duly filled, signed and stamped to be uploaded along with Tender Part-I)

We confirm that all technical terms and conditions and specifications of the Bank except for deviations listed below are acceptable to us.

S/N	Section No.	Clause No.	Deviation proposed
1	2	3	4

Place:

Date:

Signature of Bidder with seal

**Schedule A**

Notes for Schedule of Quantities

1	The Schedule of Quantities shall be read in conjunction with the specifications, GCC and SCC and other instructions given in the bid documents. CONTRACTOR shall not rely merely on the description given in the Schedule of Quantities.										
2	The Engineer-in-charge reserves the right to modify any aspect of the scope of Tender at any time during the course of work.										
3	The contractor shall fill his rates and amounts for all the items for the specified quantities indicated in Schedule of Quantity issued by the Employer.										
4	Quoted Prices shall be in Indian Rupees only.										
5	Unit Rates shall be submitted for all Items, and they shall be firm for the entire duration of the contract and any approved extended period.										
6	The quantities of work actually carried out against each item shall be measured and paid at the rates quoted in the Schedule of Quantities where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.										
7	The contractor shall note that the rates/amounts quoted by him shall be including all taxes/ duties/ levies except GST. The applicable GST shall be quoted against each item in the respective column.										
8	BIDDER shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.										
9	Abbreviations used are as under: <table><tr><td>i)</td><td>No.</td><td>Number</td></tr><tr><td>ii)</td><td>M</td><td>Meter</td></tr><tr><td>iii)</td><td>LS</td><td>Lump sum</td></tr></table>		i)	No.	Number	ii)	M	Meter	iii)	LS	Lump sum
i)	No.	Number									
ii)	M	Meter									
iii)	LS	Lump sum									

Signature of Tenderer and Seal

Date:

**SCHEDULE B**

Information/ Compliances to be submitted by the Bidders

General Check List of Documents

Sr. No.	Description	Bidder's Confirmation
1	Duly filled-in Tender Part-I and Part-II	
2	Bank Guarantee or Demand Draft / NEFT towards EMD	
3	Power of Attorney	
4	Letter of Authorization from OEM	
5	Undertakings as per annexure 2 (regarding site visit) and annexure 4 (regarding maintenance confirmation)	
6	Technical literature of quoted of HVAC System Ducting Works and write-up of HVAC System Ducting Work (if any).	
7	Compliance to all the commercial terms and conditions of the tender	
8	Compliance to all the technical specifications and conditions of the tender	

Details of Service Set up in Guwahati

1	Address	
2	Telephone / Mobile numbers	
3	FAX numbers	
4	Email address	
5	Details of engineers, technicians etc. including qualifications and designation, contact numbers etc.	

Signature of Tenderer and Seal

Date:



SCHEDULE C

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action



or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes: -

(i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse.

(ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work.

(iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people.

(iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing.

(v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump.

(vi). After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

(i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

(ii) No electric cable or apparatus which is liable to be a source of danger, or a cable or apparatus used by the operator shall remain electrically charged.

(iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.



8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public



whenever cleaning works are undertaken during night or day.

- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-



- (a) No paint containing lead or lead products or product containing these pigment shall be used except in the form of paste or ready-made paint.
- (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having paint is dry rubbed and scrapped.
- (c) Overalls shall be supplied by the contractors to the workmen and shall be worn by working painters during the whole of working period.
- (d) Adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (e) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- (f) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
- (g) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- (h) Employer may require medical examination of workers, when necessary.

9. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable



safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) The contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work.

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.

14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the Employer or their representatives.

Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the country.

Signature of Tenderer and Seal

Date:

**SCHEDULE D****LIST OF DOCUMENTS TO BE MAINTAINED AT SITE**

Sr. No	Description of the Document	Remarks
1	Contract Agreement.	Certified true copies of the contracts
2	Drawings	Set of all relevant drawings prepared and approved for the work
3	Work Programme Chart	Showing latest approved item wise progress plan
4	Work instruction / Site order Book	For issue of instructions by Engineer-in-charge or his representative at site in the course of day-to-day supervision. This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Engineer-in-Charge or his representative, another by the contractor and the third copy shall remain in the book on which the compliance shall be recorded by Contractor after taking required action.
7	Test Reports/ certificates for Materials/ equipment's	To maintain record of test reports/ certificates received from manufacturers
8	Progress Review reports	To maintain record of progress
9	File and Register for Extra/Variation Order	To maintain record of extra/ variation items
10	Hindrance register	For recording the details of hindrances, reasons & its clearance with time period jointly signed by the Site Engineer/ Engineer-in-charge representative and the contractor's representative
11	Logbook of defects	To record defects noticed during inspection

After completion of work, the contractor shall submit all the above records/ documents to the Engineer-in-charge of the Bank.

Signature of Tenderer and Seal

Date:



CLAUSES OF CONTRACT

Clause No.	Details
1	Performance Guarantee
(i)	Time allowed for submission of Performance Guarantee from the date of award of work – 14 days
(ii)	Allowable extension of time for submission of Performance Guarantee beyond the period specified in (i) above with late fee shall be recovered from the bills of the contractor at Bank rate.
1A	Recovery of Security Deposit
	Retention percentage – @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document.
2	Compensation for Delay
	Authority for fixing compensation under clause 2 – The Regional Director, Reserve Bank of India, Guwahati
2A	Incentive for early completion
	Not applicable for this contract.
5	Time and Extension for Delay
	<p>Date of commencement – 10th day from the date of award of work</p> <p>Time allowed for completion of work – 45 days from 10th day of issue of work order.</p> <p>LD shall be levied depending upon overall actual extent of delays attributable to the contractor's actions @ 0.25% per week estimated cost of work to a maximum of 10% of the accepted tender amount for the delayed/incomplete work.</p>
6	Measurements of work done
	As per clause
7	Payment on Interim Certificate to be Regarded as Advances
	Gross value of work done together with net payment / adjustment of advances for material collected, if any, since the last such payment eligible for raising Running Account bill (Interim payment) – Rs.10 Lakh.
	Retention percentage for Interim Certificates – 5%



	Total Retention Money – RMD +PBG
	Retention period for the Retention Money – EMD: On obtaining the PBG RMD: after one-year DLP PBG: On completion of 1 year from date of completion of the work
	Period of honouring interim certificates – 1 month from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract
10	Materials to be provided by the Contractor
	List of Testing equipment to be provided by the contractor at site may be furnished
10A & 10B	Advances and Price Adjustments
	Not applicable
11A	Action in case Work not done as per Specifications
	Authority for accepting reduced rate – Regional Director, Reserve Bank of India, Mumbai
12	Deviations / Variations Extent and Pricing
	Deviation limit beyond which clause 12.2 C shall apply – 25% beyond the tender item quantity specified in the Schedule of Quantity
17	Contractor Liable for Damages, defects during defect liability period
	Defects Liability Period – 12 months from the date of completion and handing over the HVAC Ducting Works to the Employer
19C,19 D, 19F	No report needs to be submitted as per clause 19C. Clauses 19 D & 19 F are not applicable as no labour shall be allowed to stay in premises.
25	Settlement of Disputes & Arbitration
	Competent Authority for referring the dispute – Regional Director, Reserve Bank of India, Estate Department, Guwahati. Place of Arbitration – Guwahati, India
30	Return of surplus Material
	Not applicable
31,31A, 32	Water and Power for Work
	Clauses 31, 31A & 32 are not applicable. Water and Power for work shall be provided free of cost.



33	Insurance
	<p>Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site</p> <ol style="list-style-type: none"> 1) Contractor's All Risk Policy for the full Contract Value, including Earthquake and Fire Risk 2) Workmen Compensation Policy for all workmen deployed at site. 3) Third Party Liability Policy either separate policy or in CAR policy and having description as per following details: <ol style="list-style-type: none"> a) For injury to persons – Rs 2 Lakh per person per accident b) For damage to property – Rs 5 Lakh per accident <p>Subject to overall ceiling as per extant Insurance guidelines</p>
34	Employment of Technical Staff and employees
	Minimum required Personnel at site shall be as below, failing which recovery at the specified rates as below shall be affected to the contractor

Sr. No.	Designation	Minimum No. of personnel	Minimum Professional/Technical Qualification	Minimum years of Relevant Experience	Rate of recovery per head per day for non-compliance
1	Site Supervisor (Full time when the work is in progress)	1	Trained personnel	3	Rs 1000/-

I/We hereby declare that I/we have read and understood the information provided in Schedules above.

Signature of Tenderer and Seal

Date:



FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,
The Regional Director
Reserve Bank of India
Estate Office, Fort,
Mumbai

Madam,

NAME OF WORK: E-Tender for “Design, supply, installation, testing and commissioning of HVAC ducting works at 5th floor Executive Area in Bank’s Main office building, Guwahati”

We.....Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (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.

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Contractor shall be irrevocable.



UNDERTAKING

(Regarding site visit by the tenderer in order to understand the work)

To,
The Regional Director
Reserve Bank of India
Estate Department,
Panbazar, Guwahati

Madam,

NAME OF WORK: e-Tender for “Design, supply, installation, testing and commissioning of HVAC ducting works at 5th floor Executive Area in Bank’s Main office building, Guwahati”

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the site and also the scope of work for the proposed new HVAC Ducting Works.

Yours faithfully,

()

Authorised signatory

(Name and address of the company with Company Seal)

Date:

Reference to clauses in Conditions Hereinbefore Referred to:

1	Defects Liability Period	12 Months from the date of virtual completion certificate referred to in the section Conditions Hereinafter Referred To”
2	Period of Final Measurement	3 months from the date of virtual completion
3	Date of commencement	10 th day from the date of issue of work order
4	Date of Completion	Date of virtual completion
5	Completion Period	60 calendar days from the 10 th day of issuing work order



6	Rate of liquidated damages	0.25% of the contract value per week of delay subject to maximum of 10% of the contract value, in terms of clause 26 of the General conditions of Contract
8	Retention percentage	5% from Each bills
9	Security Deposit	EMD/ PBG + Total Retention Money
10	Part of Security Deposit to be refunded after virtual completion	Amount equal to EMD/ Performance Bank Guarantee
11	Return of Performance Bank Guarantee	Final balance amount remaining after all reasonable deductions, if any, out of PBG of value equivalent to 5 % of the contract value shall be refunded after virtual completion of the work.
12	Part of Security Deposit to be refunded after defect liability period	Subject to satisfactory services and satisfactory rectification of all the defects developed and pointed out to the contractor during the said DLP.

Place:**Name of the Contractor:****Date:****Address:****Sign & Seal of the Contractor:**

**ANNEXURE-I****COMPOSITION OF THE FIRM/ COMPANY****(To be uploaded by the Tenderer along in the e-tendering portal)****(Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank's Main office Building, Reserve Bank of India, Guwahati)**

1	Name of the Applicant / Organisation and address of the registered office	
2	PAN No.	
3	GSTIN	
4	Type of Applicant /Organisation (whether sole proprietorship / partnership/ private limited/ limited or co-operative body etc.)	
5	Name of the Proprietor / Partners /Directors of the Applicant / Organisation /Firm.	
6	Details of Registration (Firm, Company, etc.)Registering Authority, Date, Number etc.	
7	Registered Office, Address, Mobile No:	
	Email Id	
	Office Address through which the work will be handled	
8	Indicate if involved in any litigation	
9	Any civil suits pending in any of the works executed. Give details.	

Declaration:

The above information, is true to the best of my / our knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.

I/We agree to abide by all the terms and conditions stipulated by the Bank.

I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

Place:**Name of the Contractor:****Date:****Address:****Sign & Seal of the Contractor:**

**ANNEXURE-II****List of Similar Works Executed by the Organization during Last Five Years**

Sl. No.	Name of the work & Location	Nature & Specification of Works	Name, address & telephone no. of the owner. (Govt./Semi-Govt./Pvt. Body)	Name and address of the Officer under whom the work was carried out	Contract Amount	Completion Period		Whether the work Was left incomplete or contract was terminated from either side – Give details	Any other relevant information on including reason, if any, for delay in completion of work
						Stipulated	Actual		

Place:**Name of the Contractor:****Date:****Address:****Sign & Seal of the Contractor:**



ANNEXURE-III

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK

(To be uploaded by the Tenderer along in the e-tendering portal)

- 1) Name of the Company/Agency/Firm:
- 2) Composition of the company/agency/firm:
- 3) Name of the Proprietor/ Partners/ Directors of the company/agency/firm:
- 4) Type of Account:
- 5) Account Number:
- 6) Credit facility/ Overdraft facility enjoyed by the company/agency/firm:
- 7) Dealings:
- 8) The period from which the company/agency/firm has been banking with the bank:
- 9) Any other remarks:
- 10) You may also kindly forward your opinion whether the above company/agency/firm is considered financially sound to be entrusted with the contract for works estimated to cost of Rs. _____

(Signature) For the Bank Place:

Date:

Note:

- i. Bankers' certificates should be on letter head of the bank
- ii. In case of partnership firm, certificate to include names of all partners as recorded with the bank.
- iii. Scanned copy (PDF format) of the original must be uploaded while submitting the e-tender online through MSTC e-commerce portal.



ANNEXURE-IV

DRAFT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped as Security Bond)

In consideration of Reserve Bank of India, Guwahati (hereinafter called “the Reserve Bank”) having agreed to exempt M/s _____ (hereinafter called “the said bidder”) from the demand under the terms and conditions of the tender for “**Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank’s Main office Building, Reserve Bank of India, Guwahati**” (hereinafter called “the said tender”) of Earnest money for the due fulfillment by the said bidder of the terms and conditions contained in the said tender on production of a Bank Guarantee for Rs. _____. We (hereinafter referred to as “the Bank”) do hereby agree and undertake to indemnify and keep indemnified the Reserve Bank of India to the extent of Rs. _____ against any loss or damage caused to or suffered by the Reserve Bank of India by reason of any breach by the said bidder of any of the terms and conditions contained in the said tender and pay to the Reserve Bank of India on demand without demur the said sum of Rs. _____ within a period of one week from the date of receipt of demand from the Reserve Bank of India. Any statement made by the Reserve Bank of India and the amount mentioned in the demand notice given to us shall not be called in question by us and shall be conclusive proof regarding the amount that is payable under the guarantee and that we shall not demand any proof thereof. We further undertake that we will make the payment pursuant to the demand notice issued by the Reserve Bank of India notwithstanding any dispute that may exist or arise between the Reserve Bank of India and the bidder or any other person.

We, _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Reserve Bank under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till the Reserve Bank certifies that the terms and conditions of the said tender have been fully and properly carried out by the said bidder and accordingly discharges the guarantee subject however, that the Reserve Bank of India shall have no rights under this guarantee after the expiry of _____ or till such extended period required for completion of the entire work at the request of the bidder and/or the Reserve Bank of India.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Reserve Bank of India in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs. _____. Our guarantee shall remain in force until 6 months or such extended date, which may be granted by us at the request of the bidder, and/or the Reserve Bank of



India. Unless a suit or action to enforce a claim under this guarantee is filled against us within _____ thereafter, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

Place:

Name of the Contractor:

Date:

Address:

Sign & Seal of the Contractor:



ANNEXURE-V

FORM OF PERFORMANCE BANK GUARANTEE
(On Non-Judicial Stamp Paper of appropriate value)

This deed of guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Reserve Bank of India, (hereinafter called "RBI") of the other part

Whereas RBI, has awarded the Contract for -----(Name of the Project).....

for Reserve Bank of India (hereinafter called the "Contract") to _____ (Name of the contractor) _____ (hereinafter called the "Contractor").

AND WHEREAS the contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of Rs. _____ (Rupees _____ only) (Amount in figures and words).

1. Now we the undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee RBI the full amount of Rs. _____ (Rupees _____ only (Amount in figures and Words) as stated above.
2. After the Contractor has signed the aforementioned Contract with RBI, the Bank is engaged to pay RBI, any amount up to and inclusive of the aforementioned full amount upon written order from RBI to indemnify RBI for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by RBI immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the contractor. 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.
3. This guarantee is valid till _____ (date to be mentioned) (date of virtual completion) or the extended period, thereof)



4. At any time during the period in which this guarantee is still valid, if RBI agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para Numbered 2 above, it is understood that the Bank will extend this Guarantee under the same terms and conditions for the required time on demand by RBI and at the cost of the contractor.
5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
6. The neglect or forbearance of RBI in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by RBI for the payment hereof shall in no way relieve the bank of their liability under this deed.
7. The expressions "RBI", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the -----
-- day of ----- (Month) **2024** being herewith duly authorized.

For and on behalf of
The.....Bank.

Signature of authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

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

WITNESS-1

Name:

Address:

Signature:

WITNESS-II

Name:

Address:

Signature:



ANNEXURE-VI

PRO-FORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(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).

Regional Director
Reserve Bank of India
Estate Department
Guwahati-781001

Date:
Place:

Dear Sir,

Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank's Main office Building, Reserve Bank of India, Guwahati

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at GUWAHATI (hereinafter called the 'Employer') has invited tenders for the work "**Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank's Main office Building, Reserve Bank of India, Guwahati**" (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 tenderer shall furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees only) towards satisfactory performance on Comprehensive AMC as per the tender.

2. M/s _____ (hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

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 Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs. _____ (Rupees only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____/- only). (Rupees _____ only).



2. 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 Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ only) 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. 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 Tenderer. 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
- 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 thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ 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 herein above 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 with seal)

**ANNEXURE-VII****CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**
(On Client's Letter Head)

The Regional Director,
Reserve Bank of India
Guwahati-781001

Madam,

Client's Certificate Regarding Performance of M/s _____

Name & Address of the Client: _____

1.	Name of work with brief particulars	
2.	Agreement No.& 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 & 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) Amount of work paid on reduced rates, if any	



12.	i) Did the contractor go for arbitration?	
	ii) If Yes, total amount 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 behavior	Outstanding/Very Good/Good/Satisfactory/Poor

Signature of the Reporting Officer* with Office Seal

Name:

Designation:

Contact No:

e-mail ID:

() Regarding performance report/clients 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.

(i) All columns should be filled in properly.

(ii) The Client Certificates should be submitted addressed to "Regional Director, Estate Department, Reserve Bank of India, Pan Bazar, Station Road, Guwahati, Assam- 781001" for each of the Prequalification work/s.



**Design, Supply, Installation, Testing and Commissioning (DSITC)
of HVAC Ducting works at 5th Floor Executive Area in Bank's
Main office Building, Reserve Bank of India, Guwahati**

e-Tender No: RBI/Guwahati/Estate/2/24-25/ET/29

PART – II

Note:

- 1. The bidders have to submit the bid via online mode only through MSTC NEW COMMON PORTAL.***
- 2. In MSTC Portal, bidders are required to submit the Total Amount for each of individual items (including GST and any other applicable taxes & charges).***
- 3. Bidders are advised to not to quote the amount in this document. All amounts must be quoted online in MSTC Portal. All the items in the charts are shown as representational purpose only.***



UN-PRICED BILL OF QUANTITY

Name of the Work: Design, Supply, Installation, Testing and Commissioning (DSITC) of HVAC Ducting works at 5th Floor Executive Area in Bank's Main office Building, Reserve Bank of India, Guwahati

SL	Description of Work	Quantity	Unit	Amount (₹)
1	Supply, installation, balancing and commissioning of fabricated at Factory/site GSS sheet metal rectangular/round ducting complete with neoprene rubber gaskets, elbows, splitter dampers, vanes, hangers, supports etc. as per approved drawings and specifications of following sheet thickness complete as per IS 655 along with latest amendment for the existing/new AHU as HVAC ducting distribution as per design.			
A	Thickness 0.63 mm sheet (24 G)	165	Sqm	
B	Thickness 0.80 mm sheet (22 G)	98	Sqm	
C	Thickness 1.00 mm sheet (20 G)	90	Sqm	
D	Thickness 1.25 mm sheet (18 G)	16	Sqm	
2	AIR Terminals			
A	Supply, installation, testing and commissioning of GI volume control duct damper complete with neoprene rubber gaskets, nuts, bolts, screws linkages, flanges etc., as per specifications.	8	Sqm	
B	Supplying and fixing of powder coated extruded aluminium Supply Air Grills with aluminium volume control dampers as per specifications.	6	Sqm	
C	Supplying and fixing of powder coated extruded aluminium Return Air Grills with louvers but without volume control dampers complete as required.	13	Sqm	
D	Supplying, fixing testing commissioning of supply air diffusers of powder coated aluminium with aluminium volume control dampers with anti smudge ring and removable core.,	2	Sqm	
i	Neck Size- 300mmx 300mm			
ii	Overall size-600x600			
E	Supplying, fixing testing commissioning of Return air diffusers of powder coated aluminium without volume control dampers with anti smudge ring and removable core.	2	Sqm	
i	Neck Size- 300mmx 300mm,			
ii	Overall size-600x600			
3	ACOUSTIC LINING OF DUCTS			
	Supply and fixing of acoustic lining of supply air duct and plenum with 50 mm thick resin bonded glass wool having density of 64 kg/m ³ ,	95	Sqm	

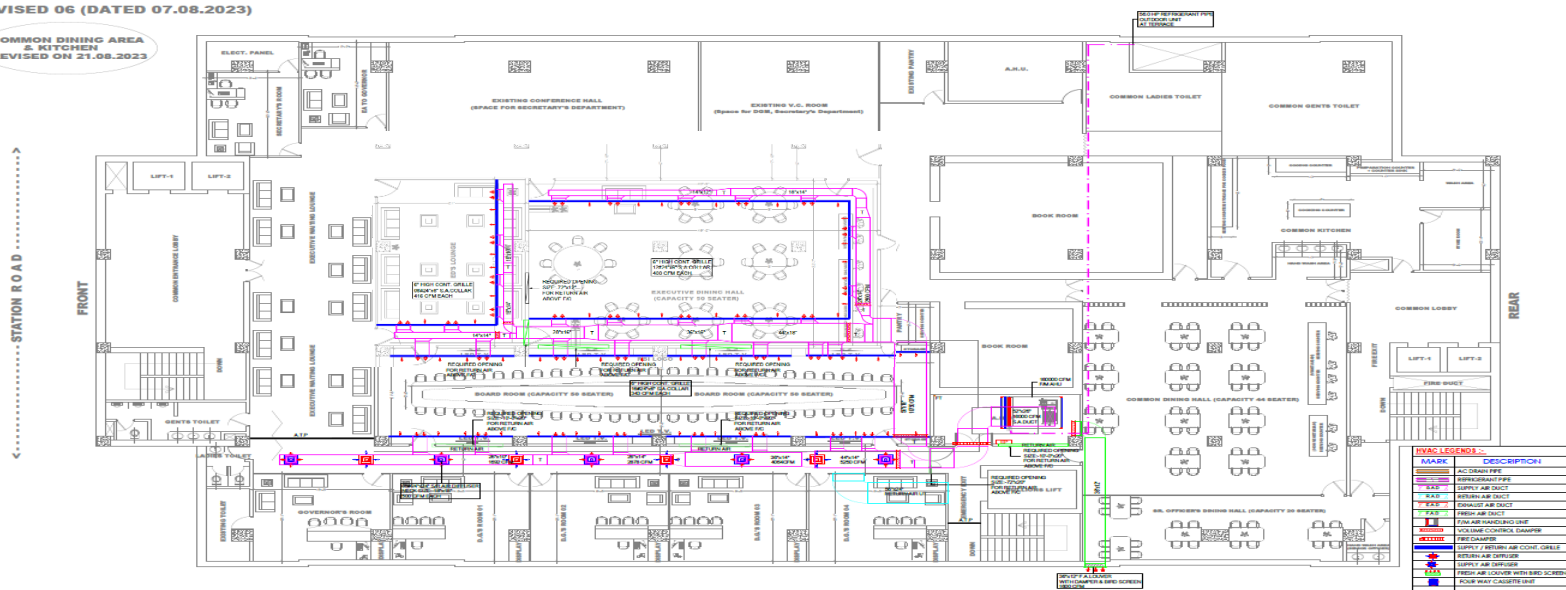


	with 25 mm X 25 mm GI section of 1.25 mm thick, at 600 mm centre to centre covered with Reinforced Plastic tissue paper and 0.5 mm thick perforated aluminum sheet fixed to inside surface of ducts with cadmium plated nuts, bolts, stick pins, CPRX compound etc. complete as required and as per specifications.			
4	THERMAL INSULATION			
	Supplying and fixing of following thickness duly laminated aluminum foil of mat finish closed cell Nitrile rubber (Class "O") insulation on existing duct after applying suitable adhesive for Nitrile rubber. The joints shall be sealed with 50 mm wide and 3 mm thick self adhesive nitrile rubber tape insulation complete as per specifications and as required.			
	19 mm	275	Sqm	
5	Supplying, fabricating, installing and testing of fire retardent double Canvas Flexible Connection for constructed of standard material as per the drawings/specifications.	1	Lot	

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**COMMON DINING AREA
& KITCHEN
REVISED ON 21.08.2023**



PROPOSED LAYOUT PLAN OF EXECUTIVE AREA, RESERVE BANK OF INDIA BUILDING (5TH FLOOR), GUWAHATI, ASSAM

Proposed Layout