



भारतीय रिज़र्व बैंक

RESERVE BANK OF INDIA

www.rbi.org.in

निविदा आमंत्रण सूचना

बैंक के अधिकारि के क्वार्टरों, कोच्ची में मेम्ब्रेन बायो रिएक्टर (एमबीआर) प्रौद्योगिकी के साथ 30 किलो लीटर प्रति दिन (केएलडी) क्षमता वाले सीवेज ट्रीटमेंट प्लांट (एसटीपी) का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग

भारतीय रिज़र्व बैंक, कोच्ची, बैंक के अधिकारि क्वार्टर, कोच्ची में मेम्ब्रेन बायो रिएक्टर (एमबीआर) प्रौद्योगिकी के साथ 30 किलो लीटर प्रति दिन (केएलडी) क्षमता के सीवेज ट्रीटमेंट प्लांट (एसटीपी) के डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-निविदा द्वारा दो-भागीय निविदा आमंत्रित करता है।

ई-निविदा की सूची इस प्रकार है:

ए	ई-निविदा सं.	आरबीआई/कोच्ची क्षेत्रीय कार्यालय/संपदा/1/25-26/ईटी/5
बी	काम का नाम	बैंक के अधिकारि के क्वार्टरों, कोच्ची में मेम्ब्रेन बायो रिएक्टर (एमबीआर) प्रौद्योगिकी के साथ 30 किलो लीटर प्रति दिन (केएलडी) क्षमता वाले सीवेज ट्रीटमेंट प्लांट (एसटीपी) का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग
सी	कार्य की अनुमानित लागत	₹41,00,000/- (जीएसटी सहित)
डी	निविदा का तरीका	एमएसटीसी पोर्टल के माध्यम से ई-अधिप्राप्ति (तकनीकी और वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II)); https://www.mstcecommerce.com/eprochome/rbi
ई	एनआईटी की तारीख और निविदा दस्तावेज डाउनलोड के लिए उपलब्ध होने की तारीख	18 मार्च 2025, 16:00 बजे के बाद
एफ़	बयाना जमा (ईएमडी)	₹82,000/- (केवल बयासी हजार रुपये)। (निविदा दस्तावेज की अनुसूची "ई" में उल्लिखित सभी बोलीदाताओं द्वारा प्रेषित किया जाना है। एमएसई/उद्यम पंजीकृत बोलीदाताओं को ईएमडी के भुगतान से कोई छूट नहीं है)।
जी	बोली-पूर्व बैठक की तारीख, समय और स्थान (ऑफ़लाइन)	08 अप्रैल 2025 को 16:00 बजे संपदा विभाग, कार्यालय भवन, भारतीय रिज़र्व बैंक, कोच्ची।
एच	परिशिष्ट, शुद्धिपत्र, आदि के रूप में आरबीआई की वेबसाइट पर बोली-पूर्व बैठक के परिणाम अपलोड करने की तारीख और समय	11 अप्रैल 2025, 15:00 बजे से पहले।

आई	वेबसाइट पर तकनीकी और वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) के लिए बोली शुरू होने की तारीख https://mstcecommerce.com/eprochome/rbi	11 अप्रैल 2025 को 15:00 बजे
जे	तकनीकी और वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तारीख	25 अप्रैल 2025 को 15:00 बजे।
के	तकनीकी एवं वाणिज्यिक बोली (भाग-I) खोलने की तारीख और समय	25 अप्रैल 2025 को 16:00 बजे
एल	मूल्य बोली (भाग-II) खोलने की तारीख और समय	अगले दिन, जिसकी सूचना सभी बोलीदाताओं को अग्रिम रूप से दी जाएगी।
एम	लेनदेन शुल्क	मैसर्स एमएसटीसी लि द्वारा दी गई सूचना के अनुसार राशि।

सभी इच्छुक बोलीदाताओं को निविदा प्रक्रिया में भाग लेने के लिए आमंत्रित किया जाता है। भविष्य में जारी किए गए निविदा में कोई संशोधन/शुद्धिपत्र, यदि कोई हो, केवल ऊपर दिए गए अनुसार आरबीआई की वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

(टी. वी. राव)
महाप्रबंधक (प्रभारी अधिकारी)
भारतीय रिज़र्व बैंक, कोच्ची
18 मार्च 2025



**Reserve Bank of India
Premises Section
Kochi**

Request for Proposal (RFP)

For

Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi

Part - I (Techno - Commercial Bid)

	Activity	Date
1	Date of availability of Tender in RBI Website and MSTC Portal	March 18, 2025 after 16:00 hrs
2	Due date for submission of Tender	April 25, 2025, at 15:00 hrs.
3	Date of opening of Tender	April 25, 2025, at 16:00 hrs.

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**Reserve Bank of India
Premises Section
Kochi**

**Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD)
capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at
Bank's Officers' Quarters, Kochi**

Index				
Sl. No.	Description	Page No		
		From	To	
Part I - Techno Commercial Bid				
1	Section I: Form of Tender/Bid	7	9	
2	Section II: Scope of work	10	11	
3	Section III: General Rules and Instructions to the Bidders for e-tender (including prequalification criteria)	12	23	
4	Section IV: General Conditions of Contract	24	79	
5	Section V: Special Conditions of Contract	80	91	
6	Section VI: Technical specifications and requirements for the work to be executed	92	103	
7	Section VII: List of Schedules	104	104	
	Schedule A			
		Notes for Schedule of Quantities	105	105
	Schedule B			
		Material Testing and Quality Assurance (QA) Plan	106	106
	Schedule C			
		Safety Code and Fire Code	107	109
	Schedule D			
		List of Documents to be maintained at site	110	110
	Schedule E			
		General rules and instructions to the Bidders – (including prequalification criteria) - Information	111	112
	Schedule F			
		General Conditions of Contract - Information	113	117
	Schedule G			
		Green Building Requirements	118	119
	Schedule H			
	Important instruction on e-Tender / bid	120	123	
8	Schedule VIII: Tender Drawings	124	125	

9	Section IX: List of Annexures to various sections and Schedule			
	Annexure 1	Prequalification/Eligibility criteria forms		
		Format 1 - Basic information	126	128
		Format 1A - List of Technical Personnel	129	130
		Format 2 – Previous work experience - List of important similar works executed by the contractor/ firm	131	131
		Format 2A - List of important similar works ‘On Hand’	132	132
		Format 3 - Details of similar eligible work/s (qualifying) completed during last five years	133	133
		Format 3A - Client’s certificate regarding performance of contractor (For each eligible work)	134	135
		Format 4 - Financial Information	136	136
		Format 5 - Form of Banker’s Solvency certificate from a scheduled Bank	137	137
		Format 5A - Details of Bidder’s Banker	138	138
	Annexure 2	Draft Articles of agreement	139	142
	Annexure 3	Proforma of Bank Guarantee for Earnest Money Deposit/Bid security	143	145
	Annexure 4	Proforma of Bank Guarantee for Performance Security Deposit	146	148
	Annexure 5	Format for Power of attorney for authorized signatory	149	149
	Annexure 6	Format for providing details for NEFT payment	150	151
	Annexure 7	Proforma of undertaking for Indemnifying Employer against contract rules/regulations	152	152
	Annexure 8	Proforma of undertaking for Indemnifying Employer against Patent Rights	153	153
	Annexure 9	Format of Measurement Book	154	154
	Annexure 10	Proforma for undertaking / declaration /certificate regarding country sharing land border with India	155	156
	Annexure 10A	Proforma undertaking for Product and maintenance support	157	157
	Annexure 11	List approved makes / brands of materials	158	158
	Annexure 12	System specifications required to be filled by the bidders	159	160
10	Part II: Schedule of Quantities (Price Bid)		161	163

DISCLAIMER

Reserve Bank of India (RBI), Premises Section, Kochi has prepared this RFP document. The information is provided to prospective Bidders, who have been found eligible to bid for **Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi**, for which this RFP has been issued, as per the terms and conditions set out in this RFP and any other terms and conditions related to such information. This RFP is neither an agreement, nor invitation to perform work of any kind to any party.

The purpose of this RFP is to provide requirement of the Bank to all interested parties for submitting their bid. While RBI has taken due care in the preparation of the information contained herein, RBI does not claim that the information is exhaustive. Respondents to this RFP are required to make their own inquiries and they did not rely solely on the information in RFP. RBI is not responsible if no due diligence is performed by the respondents.

Reserve Bank of India reserves the right not to proceed with procurement, to alter the time- table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the procurement further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

Checklist of documents / forms to be uploaded only online while filling application forms:

Sl. No.	Documents / forms to be signed and uploaded.	Remarks
1	Form of tender	
2	Scope of work	
3	General rules and instruction to bidders	
4	General conditions of the contract	
5	Special conditions of the contract	
6	Technical specifications	
7	Schedules A to H	
8	Pre-qualification / eligibility criteria forms	
9	Basic information (as per Format 1)	
10	Registration details of the firm	
11	MSME registration documents (if applicable)	
12	GST registration details	
13	PAN card	
14	Details of registration of labor, ESI, EPF, etc., if any	
15	List of technical personnel (as per Format 1A)	
16	Documentary evidence of previous work experience viz. work orders, completion certificates etc., (as per format 2)	
17	Completion certificate of previous works	
18	Tax Deducted at Source (TDS) certificate issued by clients	
19	List of important similar works 'in hand' (as per format 2A)	

20	Details of similar eligible works (qualifying) completed during last five years ending December 31, 2024 (as per format 3)	
21	Client's certificated regarding contractor performance (for each eligible work) (as per Format 3A)	
22	Financial information (as per Format 4)	
23	Banker's solvency certificate from a Scheduled Bank (as per format 5)	
24	Details of bidder's Banker (as per Format 5A)	
25	Proforma of Bank Guarantee for Earnest Money Deposit / Bid Security	
26	Proforma of Bank Guarantee for Performance Security Deposit	
27	Power of Attorney for Authorized signatory	
28	RTGS / NEFT / ECS - Mandate Authorization form	
29	Proforma for indemnifying the employer against Contract Labor rules and regulations	
30	Proforma for indemnifying the Employer against Patent Rights	

Section - I

Form of tender

Place:

Date:

**Shri T.V Rao
General Manager (O-i-C),
Reserve Bank of India
Premises Section,
Kochi-682018.**

Dear Madam/Sir,

Having read and examined the Notice Inviting e-Tender, general rules and instructions to bidders (including Pre-Qualification Criteria), general conditions of contract and clauses, special conditions of contract, technical specifications, drawings, designs, schedule of quantities, various schedules, 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 work 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 with all respects with the specifications, designs, drawings and instructions in writing referred to in Conditions of Contract, the Articles of Agreement, Special Instructions, Schedule of Quantities and General/ 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.

(a)	Description of work	:	Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi.
(b)	Estimated cost (₹.)	:	As specified in Schedule 'E' of the tender.
(c)	Earnest Money (₹.)	:	As specified in Schedule 'E' of the tender.
(d)	Performance Guarantee	:	Bank Guarantee from any Scheduled Bank for an amount equal to 5% of the contract amount.
(e)	Percentage, if any, to be deducted from each bill	:	5%
(f)	Time allowed for completion of the work.	:	As specified in Schedule 'E' of the tender.

2. We agree to keep the tender open for the validity period specified in Schedule 'E' of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.

3. If I / We, fail to furnish the prescribed performance guarantee within the prescribed period, I / We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money Deposit absolutely. 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.

4. Further, I / We agree that in case of forfeiture of Earnest Money Deposit or Performance Guarantee as aforesaid, I / We shall be debarred from participation in the re-tendering process of the work.

5. I / We undertake and confirm that eligible / qualifying similar work(s) (specified in the Pre-Qualification criteria) 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.

6. I / We hereby declare that I / We shall treat the tender documents, designs and drawings 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.

7. Should this tender be accepted, 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.

8. Our Bankers are (Name and full address)

(i)	
(ii)	

The names of 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 true copy of the Power of Attorney should be attached)	

Section - II

SCOPE OF WORK

- 2.1** The scope of work covers **Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi** for the inlet (sewage) and treated water quality parameters listed and given in the technical specifications at Section VI.
- 2.2** Scope of work includes the works as indicated in the schematic drawings and / or Schedule of Quantities (Price bid- Part II), technical specifications, special conditions and all such incidental items of works not specified but reasonably implied and necessary for completion and commissioning of the job, as directed by the Bank's Engineer and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall, fulfill the anticipated performance during the CONTRACTOR's guarantee period in a manner acceptable to the Bank as specified hereunder.
- 2.3** Various works covered under the Schedule of Quantities of this tender shall include furnishing of all materials, labor, tools, plants and equipment, transportation, fabrication, supervision, and construction as per schedule of quantities, technical specifications, drawings / plans, etc. as provided herein and as directed by the Bank's Engineer.
- 2.4** Accordingly, the bidder should submit the design calculations, drawings and related data for all tanks, foundation, etc. as per the site requirement considering the existing facilities to Bank at the time of pre-bid meeting. On the same the bidder needs to give a power point presentation to Bank if required. Based on the design parameters, the sewerage treatment designed should be
- (a) Fully automated operation system
 - (b) Totally skid mounted system-easy to relocate.
 - (c) Operation friendly system easy to operate & control.
- 2.5** In design, the bidders should clearly indicate the sequence of each process, its capacity & dimensions and material with what it is made of and if any, electrical pumps /motors & electrical panels needed for its running. A design and drawings of the same need to be furnished.
- 2.6** The work should be exclusive of civil construction if any for foundations, etc., but inclusive of supply of electrical motors & panel, cables or any other electrical related items needed for the work and design of types of tanks and its foundation. The STP structure should be proof checked by structural consultant. The civil construction wherever needed should be done by the successful bidder as per the specifications at the latest prevailing IS: Code and all the work related to installation of sewage treatment plant should satisfy all statutory requirements on the same and bidder need to give a certification on this.

2.7 From the Bank's side, the approach to site and space for temporary storage of equipment will be provided. Further, site to be inspected by the bidders and may fully conversant with the scope of work for designing and installing, etc. of the proposed STP.

2.8 In addition, the quoted rate should be inclusive of obtaining approval from statutory authority (state pollution control board) as applicable in this regard. The supporting document and necessary help for getting any approval if any will be provided by Bank.

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

Signature of Bidder with stamp/Date

Section III

General Rules and Instructions to Bidders (including prequalification criteria): **Information**

1. Important Information

i	e-Tender No	RBI/Kochi Regional Office/Estate/1/25-26/ET/5
ii	Name and Location of the work	Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi
iii	Name, Address of tender inviting authority	General Manager (O-i-C), Reserve Bank of India, Premises Section, Kochi-682 018. E Mail id : estatekochi@rbi.org.in
iv	Estimated cost put to tender	₹41 lakh
v	Earnest Money Deposit (EMD)	₹82,000 (Rupees Eighty-two thousand only)
vi	Period of completion	3 (Three) months
vii	(a) Tender documents available on and to be downloaded /submitted through e-Tender mode	Through Bank's approved e-Tender portal https://mstcecommerce.com/eprochome/rbi/
	(b) Period of Tender documents available	March 18, 2025 after 16:00 hrs to April 25, 2025, upto 15:00 hrs.
viii	Important instructions on e-Tender and amount of transaction fee to be paid.	For instructions on e-Tender, please refer to the Schedule-H of the tender document. e-Tender transaction fee shall be paid in the MSTC Website as applicable.
ix	Pre-bid meeting (offline)	April 08, 2025 at 16:00 hrs at Premises Section, RBI, Kochi
x	Last date and time submission of Bid (online) - Techno commercial (Part I) and price bid (Part II).	April 25, 2025, at 15:00 hrs.
xi	Date and time of opening of Bid	April 25, 2025, at 16:00 hrs.
xii	Contact details of tender inviting authority personnel	Smt Geeta Venugopal (Manager) – Ph: 0484-2402911 – 109 Shri Rishu V Singh AM (Tech – Civil) – Ph: 9867720817

PRE-QUALIFICATION CRITERIA

A.	Composition of the firm / organization	<p>Details of registration of the firm / organization - whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc., - Name of Registering Authority, Date, and Registration number, etc.</p> <p>The bidder should have valid Goods and Service Tax registration.</p>	<p>Bidder should fill-up the required information in <u>Format 1 and Format 1A</u> annexed hereto and submit the same along with the following supporting documents:</p> <p>(i) Copy of registration certificate.</p> <p>(ii) Copy of the Articles of Association / Power of Attorney / other relevant documents.</p> <p>(iii) Copy of PAN, TIN, Goods and Service Tax (GST) registration certificates.</p> <p>(iv) Details of registration of labor along with EPF and ESI documents if any.</p>
B.	Duration of past experience.	<p>The bidder should have a minimum of 5 years of experience of executing similar work(s)*. Bidder shall submit the documentary evidence in support of minimum experience of 5 years (i.e., the bidder should have undertaken similar work(s))* prior to December 31, 2024.</p>	<p>(i) Bidder should fill-up and furnish the information in <u>Format 2</u> annexed hereto, indicating client-wise names of similar work(s)*, awarded and actual cost(s), completion date stipulated in the contract and actual date of completion etc. and should submit along with the documentary evidence as proof of a minimum of 5 years of experience of completing similar work(s)* viz. copies of detailed work order(s) for qualifying works indicating date of award, contract amount, time given for completing the work etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of similar work(s) executed, issued by the client(s) for works executed for government / public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS)</p>

			<p>certificate(s) issued by the client(s) for works executed for private companies / clients.</p> <p>(ii) Bidder should also fill-up the information about similar work(s)* in-hand in Format 2A annexed hereto and should submit along with supporting documents viz. copies of work order(s) with details of items of work(s), issued by the client(s) for the work(s) in progress.</p> <p>(iii) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.</p>
C.	Minimum value of each completed similar work(s)* (qualifying) during specified period.	<p>The bidder should have experience of satisfactorily completed similar work(s)* during the last 5 years ending December 31, 2024, from January 01, 2020, should be either of the following:</p> <p>i) Three completed similar works* each costing not less than the amount equal to ₹16.4 lakh or ii) Two completed similar works* each costing not less than the amount equal to ₹20.5 lakh or iii) One completed similar work* costing not less than the amount</p>	<p>The bidder should fill-up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work(s)*.</p> <p>(i) Copies of detailed work order(s) for qualifying works indicating date of award, contract amount, time given for completing the work, etc., and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work(s) issued by the client(s) for works executed for government / public sector companies and copies of work order and work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for</p>

		equal to ₹32.8 lakh	private companies. (ii) Client certificate(s) for each of the qualifying work as per the <u>Format 3A</u> annexed hereto.
D.	Annual financial turnover.	Bidder should have had an annual financial turnover of amount equals to ₹41 lakh or more per year during the last 3 financial years, ending 31st March 2024 .	Bidder should fill-up the information in <u>Format 4</u> annexed hereto and submit along with the following documents: (i) Copies of Audited financial statements / accounts of business of the bidder, duly certified by a Chartered Accountant indicating the turnover for financial years referred in <u>Format 4</u> annexed hereto. (ii) Copies of Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof creditworthiness.
E.	Solvency and Banker's Certificate.	Should furnish Solvency Certificate issued by the bidder's Banker, specifically for the purpose of work for an amount equal to ₹41 lakh	(i) Bidder should also submit Banker's Solvency Certificate as per <u>Format 5</u> annexed hereto from their Banker. (ii) Names and addresses of Bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, fax numbers etc., of the contact executives (i.e., the persons who can be contacted at the office of their Bankers by the Bank, in case it is so needed) should be furnished in <u>Format 5A</u> .
F.	Authorized signatory.		Authorization letter from the firm authorizing the concerned officer / individual to sign & participate in the tender, as per <u>Annexure 5</u> .

NOTE:

- (i) *Similar work shall mean work of 'Design, supply, installation, testing, commissioning of Membrane Bio Reactor (MBR)/ MBBR technology Sewage Treatment Plan (STP)'
- (ii) Components of work executed other than those included in the definition of similar work (mentioned above) shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.
- (iii) In respect of similar work(s) completion certificate(s), client certificate(s) issued by private companies / clients shall also accompany copies of Tax Deducted at Source (TDS) certificates. Bids received without the specified certificate(s) shall be rejected and the Bank shall have the right to verify / cause verification of authenticity of the said documents whenever felt necessary.
- (iv) Regarding client's certificate for qualifying similar completed 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 qualifying similar completed works carried out for private companies / clients, Tax Deducted at Source (TDS) certificates shall be submitted for proving the credentials / contract amount.
- (v) Bank reserves its right to obtain the performance reports from the companies / clients for the qualifying work(s), Banker(s) report of the bidders directly, if so desired. The Bank on its own may also conduct independent inspection of the work referred by the bidders in support of their eligibility for participating in the tender.
- (vi) It is clarified that the work executed by the intending bidder for their in-house or capital use will not be considered as works completed / in hand in support of the intending bidder's eligibility with respect to experience / completed works / works in hand for participating in the tendering process.
- (vii) If the spaces in the formats are insufficient for furnishing full details, the same information may be furnished on separate sheets of papers strictly as per the format prescribed by the Bank duly signed with seal, scanned and uploaded along with supporting documents, while submitting the e tender.
- (viii) Even, if no information is to be provided in a column, a 'Nil' or 'No such case' entry should be made in that column. If any particular / information is not applicable in case of the bidder, it should be stated as 'Not applicable'. Tender document shall contain all the enclosures mentioned and copies shall be self- attested.
- (ix) The bid submitted by a bidder who is found to be not satisfying the above prequalification criteria will be disqualified. Bids containing false and / or incomplete information are liable for rejection.

All the above Eligibility criteria papers duly signed and sealed on all pages shall be uploaded on MSTC site and same will be downloaded at the time of opening Part-I of tender for examination by the Bank. Further, the contractor should submit the original of the documents to the Bank when demanded for further tendering process.

3	<p>Bids in two-bid system.</p> <p>The tender in two parts (Part I comprising of duly filled tender part I, complete pre-qualification criteria, EMD, technical bid / details, designs, literature, etc. and Part II comprising of price bid) should be submitted online as e-tender using digital signature not later than the date and time for submission of the tender / bid (as specified in schedule 'E'). Tender inviting authority and name of work and office are specified in schedule 'E'. No tender will be accepted after the specified date and time for submission of tender under any circumstances whatsoever.</p> <p>Bids shall be submitted online only and those received in physical form, by telegram or telex and those received late will not be entertained.</p>														
4.	<p>The intending bidders are advised to follow the important instructions of e-tender specified in Schedule 'H' and must have valid class III digital signature to submit the bid.</p>														
5.	<p>Documents comprising Tender / Bid.</p> <p>Part I: (Techno-Commercial Bid).</p> <table> <tr> <td>i)</td><td>Form of Tender / Bid.</td></tr> <tr> <td>ii)</td><td>e-tender transaction fee shall be paid as specified in schedule 'E'.</td></tr> <tr> <td>iii)</td><td>Earnest Money Deposit (EMD) / Bid Security in approved format as specified in schedule 'E'.</td></tr> <tr> <td>iii)</td><td>Power of Attorney (as per proforma annexed hereto) in favour of person signing the Bid documents.</td></tr> <tr> <td>iv)</td><td>Duly filled-in and digitally signed tender document consisting of:</td></tr> <tr> <td>a)</td><td>Entire tender document - Section I to Section IX.</td></tr> <tr> <td>b)</td><td>All formats towards prequalification / eligibility criteria etc., annexed hereto duly filled-in along with relevant supporting documents.</td></tr> </table> <p>Part II: (Price-Bid).</p> <p>Schedule of Quantities, duly filled-in online.</p>	i)	Form of Tender / Bid.	ii)	e-tender transaction fee shall be paid as specified in schedule 'E'.	iii)	Earnest Money Deposit (EMD) / Bid Security in approved format as specified in schedule 'E'.	iii)	Power of Attorney (as per proforma annexed hereto) in favour of person signing the Bid documents.	iv)	Duly filled-in and digitally signed tender document consisting of:	a)	Entire tender document - Section I to Section IX.	b)	All formats towards prequalification / eligibility criteria etc., annexed hereto duly filled-in along with relevant supporting documents.
i)	Form of Tender / Bid.														
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iv)	Duly filled-in and digitally signed tender document consisting of:														
a)	Entire tender document - Section I to Section IX.														
b)	All formats towards prequalification / eligibility criteria etc., annexed hereto duly filled-in along with relevant supporting documents.														
6.	<p>Clarifications and pre-bid meeting.</p> <p>If the bidder shall have any doubt as to the meaning of any portion of the general rules and instructions to bidders, general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, she / he / they shall in good time, before the scheduled date of pre-bid meeting, put forth the particulars thereof and submit them to the Bank, in writing, addressed to the tender inviting authority, specified in Schedule 'E' 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 the tender conditions in the absence of such authentic pre-clarification.</p>														

	<p>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 Schedule 'E'. The bidders are advised to peruse the tender documents and visit the site and submit any matter requiring clarification to the Bank latest by 17:00 Hrs on the previous working day of the pre-bid meeting. In case the bidder wishes to include any condition(s) while tendering for the work, he shall submit the same before the pre-bid meeting to enable the Bank to examine / consider the same. The bank'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 bids. All the bidders are advised to attend the pre-bid meeting in their own interest. Any bid received with any deviation / condition is liable for rejection.</p>	
7.	Amendment to tender documents.	
	i)	At any time prior to the deadline for the submission of tender / bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by an intending bidder, modify any part of the tender document by an amendment and will be uploaded on website.
	ii)	The said amendment in the form of the addendum / corrigendum will be made available on the website of the Bank to all the intending bidders to whom the tender documents were issued online and this communication will be in writing and same shall be binding on the bidders. The intending bidders should promptly acknowledge receipt of the addendum / corrigendum by fax / courier / e-mail to the Bank. Such addendum(s) / corrigendum(s), if any, issued by the Bank will form part of the contract document.
	iii)	To afford the intending bidders reasonable time for preparing and submitting their bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for submission of bids.
8.	Item rate tender / bid.	
	<p>The intending bidders should note that unless otherwise stated, the tender is strictly on item rate basis and her / his / their attention is drawn to the fact that rates for each item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. Rates quoted for each item shall remain firm for a variation of plus (+) or minus (-) 25% of the specified quantities of each item in the Schedule of Quantities.</p>	
9.	Preparation of bid and cost of bidding.	
	i)	The intending bidders shall obtain for himself on his own liability 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 herself / himself / themselves 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 tender documents and site conditions including labor, 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, she / he / they will be given necessary information available with the Bank but without any guarantee about its sufficiency and accuracy.
10.	Format to be used.	
	The bidder shall fill-up and submit only the tender forms / formats issued (online) by the Bank, stating at what rate she / he / they is / are willing to undertake each item of the work. Bidders, who 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.	
11.	Filling of rates.	
	i)	Rates should be quoted for each item of work online as specified in the instructions to e-tender in the Bill/Schedule of Quantity.
	ii)	No advice of any change in rate or conditions after the opening of the tender will be entertained.
12.	Earnest Money Deposit (EMD) / Bid security.	
	i)	The bidders are required to submit Earnest Money Deposit (EMD) / Bid Security for an amount and in the manner as specified in Schedule 'E'.
	ii)	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money Deposit (EMD) will be refunded to the bidder if his tender is not accepted but without any interest.
	iii)	The Earnest Money Deposit (EMD) 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.
13.	Signing of bid, Power of Attorney.	
	i)	Each of the tender documents should be digitally signed as per instruction of e-tender specified in Schedule 'H' hereto by the person or persons submitting the tender for having acquainted herself / himself / themselves with the General Rules and Instructions to bidders including prequalification criteria, General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc., as laid down.
	ii)	The tender submitted online on behalf of a firm must be digitally signed as per instructions of e-tender specified in Schedule 'H' , it must be digitally signed on her / his / their behalf by a person holding a power of attorney authorizing her / him to do so, such power of attorney to be uploaded along with the tender, or it must be digitally 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 the Bank.
	iii)	Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favor of the person digitally signing the bid documents authorizing her / him to sign the bid

		documents, make corrections / modifications thereto and interacting with the Bank and act as the contact person. The proforma of the power of attorney is annexed hereto.
14.	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 her / his / their submitted bid, provided that written notice of the withdrawal is received by Bank before the last date for submission of bids. In case a bidder wants to resubmit her / his / their bid, she / he / they shall submit within the due date a fresh bid following all the applicable conditions.
15.	Bid due date.	
	Bids should be submitted online as specified in the instructions to e-tender on or before the stipulated time and date as specified in Schedule 'E' . The Bank may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.	
16.	Late bids.	
	No bid will be received after the due date / last date and time specified for submission of bids in schedule 'E' or after the extended due date if any.	
17.	Opening of bids.	
	Duly filled tender Part I, accompanied by EMD, prequalification criteria, technical details, literature etc., called Part I of the tender, will be opened on e-tender mode on the time and date, as specified in Schedule 'E' , by the tender inviting authority at his office, as specified in Schedule 'E' or his authorized representative in the presence of authorized representatives of the bidders who choose to be present. Duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents and prequalification criteria, only will be opened on the time and date, as specified in Schedule 'E' , by the tender inviting authority at his office, as specified in Schedule 'E' in presence of the authorized representatives of the qualified bidders	
18	Bid validity.	
	Tenders shall remain open to acceptance by the Bank for a period as specified in Schedule 'E' 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.	
19.	Clarification & evaluation of bids.	
	The Bank after opening the bids would examine and evaluate the bids as below:	
	i)	Only those tenders, which meet the minimum prequalification criteria set out in this tender, shall be processed further. After verification of the correctness / legality and adequacy of the information and supporting documents furnished and considering bidders' financial standing, business integrity, record of timely completion of works, quality of work executed, etc. and price-bids of only those bidders who are technically qualified as per Part I of tender shall be opened.

ii)	The price-bids of unqualified bidders will not be opened, and no communication will be sent in this regard.
iii)	Rates quoted for each item shall be considered during verification / scrutiny.
iv)	To assist in the examination, evaluation and comparison of the bid, the Bank may ask the 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.
v)	<p>A) Price Bid will be evaluated based on the Total Cost of Ownership (TCO) comprising of Total Capital Cost quoted and Net Present Value (NPV) of the rates quoted for Comprehensive All Inclusive Annual Maintenance Contract (CAMC). Details of calculation of TCO is as under:</p> <p>a) Total Capital Cost (C) quoted and</p> <p>b) NPV of the rates quoted for CAMC (A) for a period of 7 years after expiry of the defect liability period of 1 year and</p> <p>c) NPV of annual charges (R) for deputing skilled personnel at Bank's site for a period of 8 years from the date of handing over the system to the Bank. Bidders are requested to ensure minimum wages to be paid to the skilled personnel as per the statutory norms.</p> <p>IV).1. For Arriving at the NPV of CAMC amount, a multiplication factor (F) will be computed as per the following parameters.</p> <p>(i) Discount factor 8% per annum</p> <p>(ii) Annual escalation on the quoted rate per annum for CAMC after completion of first year i.e., DLP 5% per annum</p> <p>(iii) Period of CAMC 7 years</p> <p>(iv) Payment terms of CAMC Quarterly payment after satisfactory completion of the service</p> <p>IV).2. For Arriving at the NPV of annual charges for deputing skilled personnel, a Multiplication factor (G) will be computed as per the following parameters.</p> <p>(i) Discount factor 8% per annum</p> <p>(ii) Annual escalation on the quoted rate per annum for AMC after completion of first year i.e., DLP 5% per annum</p> <p>(iii) Period of AMC 8 years</p> <p>(iv) Payment terms of AMC Monthly payment after satisfactory completion of the service</p> <p>Total Cost of Ownership, TCO= C+ (F*A) + (G*R). (F = 5.6868, G=6.9691)</p>

		<p>(a) All bidders are requested to quote for items of the price bid item wise instead of quoting as lump sum as per schedule.</p> <p>(b) If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and</p> <p>(c) In case of any item rate are not filled / found blank, the RFP will be rejected.</p>
	vi)	In the case of any tender where unit rate of any item(s) 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 based on quoted rates of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tender amount which shall be applicable on all tender items except buy-back amount. The lowest tender shall be decided based on the 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 based on quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the Bank shall decide future course of action which shall be final and binding on all the bidders
20.	Acceptance of tender and award of work, Execution of Agreement.	
	On receipt of intimation from the Bank of the acceptance of her / his / their tender, the successful bidder shall be bound to implement the contract and within fourteen days from the date of issue of work order thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement provided at Section VIII. Further, the written acceptance by the Bank of a tender will constitute a binding contract between the Bank and the person so tendering, whether such formal agreement is or is not executed subsequently.	
21.	Performance Bank Guarantee.	
	The bidder whose tender is accepted will be required to furnish Performance Bank Guarantee equal to 5% (Five Percent) of the contract amount within the period specified in Schedule 'F' . This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.	
22.	Retention Money / Security Deposit.	
	i)	In addition to the Performance Bank Guarantee under para 20 above, 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 Bank from each payment to be made to the contractor towards Retention Money. This total amount (Performance Bank Guarantee + Retention Money) will be termed as Security Deposit . Earnest Money Deposit (EMD) will be released after award of work and on submission of Performance Bank Guarantee (PBG). The Bank

		will release the Performance Bank Guarantee after the expiry of Defects Liability Period and after rectification of the defects, if any, brought to the notice of the contractor in writing. The amounts retained by the Bank shall not bear any interest.
	ii)	Any compensation or other sums of money payable by the contractor to the Bank 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 she / he / they fail(s) to comply with any of the conditions of the contract.
23.	Taxes / duties/ levies.	
	i)	Goods and Service Tax (GST), purchase tax, turnover tax, Excise duty or any other tax applicable in respect of this contract shall be payable by the contractor and the Bank will not entertain any claim whatsoever in respect of the same.
24.	Time for completion of work.	
	Time allowed for carrying out the work as mentioned in the Schedule 'E' shall be strictly observed by the contractor and it shall be reckoned from the 10th day from the date of the written order to commence the work.	
25	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, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Engineer-in-charge.	
26	Bank's right to accept or reject any or all the bids.	
	Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any bid at any time prior to the award of contract without thereby incurring any liability to the affected bidder or bidders The Bank shall not assign any reason for the rejection of any or all bids.	

I / We hereby declare that I / we have read and understood the above instructions.

Signature of Bidder with stamp

Date

Section - IV

General Conditions of the Contract (GCC).

Definitions.	1.	The ' Contract ' shall mean 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 Bank 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 renovation / 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 Schedule 'F' .
	ii)	The ' Site ' shall mean the land / premises 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 Schedule 'F' .
	iii)	'The Bank' / 'Employer' shall mean the Reserve Bank of India (as mentioned in schedule 'F') and shall include its assignees and successors
	iv)	'The Bank' shall mean the 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 / uploaded by the Bank to the bidders for inviting bids for the project / work.
	vi)	'Day' shall mean calendar day.
	vii)	'Working day' shall mean the days when the Bank'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’ shall mean the person or persons, firm or company engaged by the contractor for executing any part of the work or to whom any part thereof has been sub-let with the consent in writing of the Bank.
	xiii)	The ‘Engineer-in-charge’ means the Engineer Officer employed and paid by the Bank and acting under the orders of the Bank who shall supervise and be in-charge of the work.
	xiv)	The ‘Authorized representatives of Engineer-in-charge’ (AGM(Tech) / Manager (Tech) /AM(Tech)) means the Engineer Officers employed and paid by the Bank and acting under the orders of the Bank 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 Bank 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 Bank.
	xvii)	‘Contract Agreement’ shall mean the agreement signed between the contractor and the Bank for 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’ shall mean 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 or sub-contractor or sub fabricator for the manufacture of equipment or performing the works.
		xxii)	‘Market Rate’ shall mean the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labor at the site where the work is to be executed plus the percentage mentioned in Schedule ‘F’ 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 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 documents. 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 labor, 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 proper execution of the works according to the intent and meaning of the drawings, Schedule of Quantities and Specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the contractor finds any discrepancy in the drawings or amongst the drawings, Schedule of Quantities and Specifications, she / he / they shall immediately and in writing refer the 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, transportation / carriage, and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labor 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 / Bank's Instructions' with regard to:</p> <ol style="list-style-type: none"> a) Any variation or modification of the scope, design, quality, or quantity of work or the addition or omission or substitution of any work. b) Any discrepancy in the drawings or amongst the Schedule of Quantities and / or drawings and / or specifications. c) Removal from the site of any material brought thereon by the contractor not fulfilling the tender specifications and the substitution of any other material(s) therefore. d) Removal and / or re-execution of any material(s) / work(s) executed by the contractor but not fulfilling the tender specifications. e) Dismissal from the work of any persons employed by the contractor thereupon. f) Opening for inspection of any work covered up.

		<p>g) 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 / Bank'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 any variation, be confirmed in writing by the contractor within seven days, and if the same is not approved by the Engineer-in-charge in writing within a further period of seven days, such instructions shall be deemed to be Employer's / Bank's instructions within the scope of the contract.</p>
Sufficiency of tender.	7.	The contractor shall be deemed to have satisfied herself / himself / themselves, 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.
Discrepancies and adjustment of errors (order of preference).	8.	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 dimensions in preference to scale and special conditions in preference to General Conditions.
	8.1	In the case of any discrepancy between the Schedule of Quantities, the Specifications and / or the drawings, the following order of preference shall be observed:
		i) Description of the Schedule of Quantities.
		ii) Specifications 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 schedule 'F' 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 bidder / contractor, on acceptance of her / his / their tender by the Employer / Bank, shall, within 10 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 / Bank)
		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 the contract is signed by the contractor.

CLAUSES OF THE CONTRACT

Performance Guarantee.	Clause - 1.	
	i)	The contractor shall submit an irrevocable Performance Guarantee of 5% (five percent) of the contract amount 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 a period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Engineer-in-charge up to a maximum period as specified in schedule 'F' at the 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 the NEFT or Demand Draft of any scheduled Bank / Pay Order of any scheduled Bank (in case guarantee amount is less than ₹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 Defect Liability Period. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of

		work plus DLP. After recording DLP for the work by the Engineer-in-charge, the performance guarantee shall be returned to the contractor, without any interest However, in case of contracts involving maintenance of building and services / any other work after construction of same building and services / other work, then 50% of Performance Guarantee shall be retained as Security Deposit and the same shall be returned year wise proportionately as specifically provided in Special conditions of Contract.						
	iii)	<table><tr><td colspan="2">The Engineer-in-charge shall not make a claim under the Performance Guarantee except for amounts to which the Employer / Bank is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:</td></tr><tr><td>a)</td><td>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.</td></tr><tr><td>b)</td><td>Failure by the contractor to pay the Employer / Bank 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.</td></tr></table>	The Engineer-in-charge shall not make a claim under the Performance Guarantee except for amounts to which the Employer / Bank 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 / Bank 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.
The Engineer-in-charge shall not make a claim under the Performance Guarantee except for amounts to which the Employer / Bank 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 / Bank 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 the 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 / Bank.						
Recovery of Security Deposit.	Clause - 1 A.							
	i)	The contractor shall permit the Employer / Bank 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 value of the work. Such deductions will be made and held by the Employer / Bank by way of Security Deposit till the successful completion of Defect Liability Period (DLP)						
	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 / Bank 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 the contractor's submission of a 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 is equal to the Security Deposit amount which shall be initially valid till end of the Defect Liability Period (DLP) + 30 days and shall not be less than ₹5 lakh. Provided further that the validity of the Bank Guarantee including the one given against the Earnest Money Deposit 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 50% of the Performance Guarantee shall be retained as Security Deposit and the same shall be returned year wise proportionately as specifically provided in Special Conditions of Contract.
Compensation for Delay.	Clause - 2.	
		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 / Bank on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as per the authority specified in schedule 'F' (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 schedule 'F' 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 amount of the 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 / Bank. In case the contractor does not achieve a particular milestone mentioned in Schedule 'F' , 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. Withholding 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 a withheld amount.
When can the contract be determined?	Clause - 3.	
		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, re-construct, re-do 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) she / he / they 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 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 / Bank'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 the Employer / Bank.
	vii)	If the contractor shall enter a contract with the Employer / Bank in connection with which commission has been paid or agreed to be paid by her / him / them 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 secured the contract with the Employer / Bank 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 suffers 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 suffers an execution being levied on his goods and allow it to be continued for a period of 21 days.
	xiii)	<p>If the contractor assigns transfers, sublets (engagement of labor on a piece-work basis or of labor 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.</p> <p>When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Employer / Bank shall have powers:</p>
	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 has already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer / Bank.
	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 has 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 / Bank 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

		<p>use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractor or other person or persons to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the 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 / Bank may sell the same by public auction and give credit to the contractor for the net amount realized. The Employer / Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer / Bank and expense or loss which the Employer / Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer / Bank to the contractor or by the contractor to the Employer / Bank, 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 / Bank.</p>
		<p>In the event of the above courses being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him for 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 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>
	<p>Clause - 3A.</p>	
	a)	<p>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</p>

		may close the contract.
	b)	If payment of any amount payable by the Employer / Bank after certification 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 / Bank, or if the Employer / Bank interferes with or obstructs the issue of any such certificate, or if the Employer / Bank shall repudiate the contract, or if the works be stopped for three months under the order of the Engineer-in-charge or the Employer / Bank 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 / Bank, through the Engineer-in-charge and he shall be entitled to recover from the Employer / Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the contract. 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 a 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 following time limits:
	i)	If the contract amount of the work is up to ₹50 lakh: 15 days.
	ii)	If the contract amount of work exceeds ₹50 lakh: 30 days.
	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 amount subject to maximum limit of ₹10 lakh.
Termination of the contract in case of death of the contractor.	Clause - 3B.	
	Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the Employer / Bank shall have the option of terminating the contract without any liability for such termination and compensation to the contractor.	
Contractor liable to pay compensation, even if action not taken under clause -3.	Clause - 4.	
		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. In the event of

		<p>the Engineer-in-charge putting in force all or any of the powers vested on him under the preceding clauses, 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 such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
Time and extension for delay.	Clause - 5.	
		<p>The time allowed for the execution of the works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the contract. Execution of the works shall commence from such time as mentioned in schedule 'F' 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, the Employer / Bank shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Guarantee absolutely.</p>
	5.1	<p>As soon as possible after the award of work but in any case, 14 days before the date of the award of work, the contractor shall submit a 'Time and Progress Chart' for each milestone 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 work. 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</p>

		work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (same for special jobs for which a separate programme has been agreed upon) complete the work as the per mile stones given in Schedule 'F'.
	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 liability of the Employer / Bank to supply or
	vii)	non-availability or break down of tools and plant to be supplied or supplied by the Employer / Bank 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 Schedule 'F' but shall nevertheless use constantly his best endeavors 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 of milestones and extension of time, to be eligible for consideration with reasons, shall be made by the contractor in writing within fourteen days of the event causing delay to the authority as indicated in Schedule 'F' . 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 Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the contractor by the authority as indicated in Schedule 'F' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non-application by the contractor for extension of time / rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension of time by the authority as indicated in Schedule 'F' and this shall be binding on the contractor. After giving a fair and reasonable extension of time, the authority shall advise the contractor to reschedule the milestones and submit them for approval.

Measurements of work done.	Clause - 6.	
	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 measurements of all items having financial value shall be entered in 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 / Bank 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, labor, 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 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 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 Defect Liability Period.
Computerized measurement book.	Clause - 6A.	
	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 work 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 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 or his authorized representative 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 / or his authorized representative 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 checked / test checked from the Engineer-in-charge and / or his authorized representative(s). 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 / Bank 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 measurement book 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 any error is noticed at all, the contractor shall have to submit a fresh computerized measurement book with its pages duly machine numbered and bound, after getting the earlier measurement book cancelled by the Employer / Bank. Thereafter, the measurement book shall be taken in the Bank's records and allotted a number as per the register of computerized measurement books. This should be done before the corresponding bill is submitted to the Bank for payment. The contractor shall submit two spare copies of such computerized measurement books for the purpose of reference and recording by the concerned officers of the Employer / Bank.
	vi)	The contractor shall also submit to the Employer / Bank separately his computerized abstract of cost as per format annexed hereto 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 / Bank 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, labor and other things necessary for checking measurements / levels by the Engineer-in-charge or his representative(s).
	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 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.
Payments on interim certificates to be regarded as advances.	Clause - 7.	
	i	No payment shall be made for work, if the estimated cost is ₹1 lakh (Rupees one lakh) or less till after the whole of the work shall have been completed and the certificate of completion given. For works estimated to cost over ₹1 lakh (Rupees one lakh), the interim or running account bills shall be submitted by the contractor for the work executed based on such recorded measurements on the

	<p>format of the Employer / Bank as provided in the proforma annexed hereto. The contractor shall not be entitled to be paid any such interim payment if the gross work is 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 Schedule 'F', in which case the interim bill shall be prepared only after the requisite progress is achieved. The 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 the 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 / Bank 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 schedule 'F' as 'Retention percentage for Interim Certificates' until the total amount retained shall reach the sum named in the schedule 'F' as 'Total Retention Money'. The Engineer-in-charge may at his discretion include in the interim certificate such amount as he may consider proper on account of 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 / Bank 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</p>
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		<p>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 / Bank and which might subsequently be discovered as not payable and in this respect the Employer's / Bank's decision shall be final and binding.</p>
	a)	<p>75% of the amount payable to the Contractor on the Running Account (R.A) 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 by the Employer / Bank.</p>
	b)	<p>The Employer / Bank shall have the power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.</p>
	c)	<p>No payment shall be made to the contractor if the contractor fails to ensure the work and keep them insured till the issue of the completion certificate.</p>
	d)	<p>The amount admissible shall be paid within the specified period of honoring certificates in the schedule 'F' 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 (R.A) bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor is in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.</p>
	iv)	<p>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</p>

		and adjustment of accounts or in any way vary or affect the contract.
	v)	Pending consideration of the extension date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer / Bank 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.	vi)	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.
	vii)	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 notice 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 R.A / final bill due to the main contractor, as the case may be.
Unfixed materials when taken into account to be the property of the Employer / Bank.	Clause - 7A.	
	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 / Bank 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.	
Completion certificate and completion plans.	Clause - 8.	
	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 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, debris / rubbish and all huts and sanitary arrangements required for her / his / their workmen / staff 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 debris / 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 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.
	ii)	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.
Contractor to keep site clean.	Clause - 8A.	
		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.
Completion plans to be submitted by the contractor.	Clause - 8B.	
	i)	The contractor shall submit completion plans (as built drawings in CADD or any such approved software and one hard copy) as applicable to related drawings 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 / Bank 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 / Bank will not process the contractor's bills for payment till such time the completion plan is submitted.
Payment of final bill.	Clause - 9.	
		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.
		45 days from the date of receipt of the contractor's bill, after joint measurements, along with and required documents.
		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.
Payment of contractor's bills through electronic means.	Clause - 9A.	
	i)	<p>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:</p> <p>(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.</p> <p>(2) his own acceptance of the correctness of the amount made out as being due to him by Employer / Bank or his signature on the bill or other claim preferred against Employer / Bank before settlement by the Engineer-in-charge of the account or claim by payment to the Bank.</p> <p>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.</p>
	ii)	Nothing herein contained shall operate to create in favour of the

		Bank any rights or equities vis-a- vis the Employer / Bank.
Materials to be provided by the contractor.	Clause - 10.	
	i)	The contractor shall, at his own expense, provide all materials, 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. 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

		<p>not authorized by the employer except the representatives of public authorities shall be allowed on the works at any time.</p> <p><u>Pre dispatch Inspection:</u> If required or felt necessary by the Bank, the equipment / parts / spares / components / accessories, may be inspected at the discretion of the Bank and tested for various parameters by the Bank's Engineers at the manufacturer's works / factory before the same have been dispatched for deliver ay site. This will however, not in any way absolve the contractor of her / his / their responsibility for the continued performance of the system / equipment / parts / spares / components / accessories, after installations / erection, testing and commissioning at the designated site during the Defect Liability Period (DLP).</p>
	v)	<p>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.</p>
	vi)	<p>Basic price adjustment shall be done on the measured quantities for the finished items of work with specified 'Basic Prices / Rates' (i.e., for items if 'Basic Prices / Rates' are specified). In addition to the difference in the 'Basic Price / Rate' and the actual 'purchase Price / Rate', contractor's overhead and profit @ 15% on the difference shall be considered for the 'Basic Price / Rate' adjustment. While carrying out price adjustments, NO other components such as wastages, transportation, handling, insurance, labor etc., shall be taken into account.</p>
Work to be executed in accordance with specifications, drawings, orders etc.	Clause - 11.	
	i)	<p>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 Standards</p>

		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 labor 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 liability for adequacy, suitability, and safety of all the works and methods of construction.
Action in case work not done as per specifications.	Clause - 11A.	
	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 / Bank or any organization engaged by the Employer / Bank 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 liable 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 senior officers of the Employer / Bank or the officers of the organization engaged by the Employer / Bank 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 schedule 'F' or, if none stated, then within twelve months (six

		months in the case of work costing ₹5 lakh (Rupees 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 Schedule 'F' 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 alterations 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 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. The Engineer-in-charge shall be the final authority to decide whether any item of work is extra / deviation / substitution item.
	12.1	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:	
		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 amount 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 nature 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 / Bank.
			Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender 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 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.
Deviation - Substituted Items and Pricing		B	Items that are taken up with partial substitution or in lieu of items of work in the contract:
			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.
			a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
			b) 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.
			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 Schedule 'F', 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 prescribed time limits for finalizing the rates for extra item(s), substitute item(s) and deviated quantities of contract items are as under:	
			i)	If the contract amount of the work is up to ₹2 lakh.
			ii)	If the contract price of work exceeds ₹2 lakh.
	12.4	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 / Bank may authorize consideration of such claims on merits.
	12.5	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 / Bank 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)	The Employer / Bank 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 / Bank 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 / Bank, 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.	
	Clause - 14.	

Carrying out part work at risk & cost of contractor.	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 the Employer / Bank, 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 the Employer / Bank, 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 / Bank 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 kept 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.	
Suspension of work.	Clause - 15.	
	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 labor 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 the Employer / Bank or where it affects whole of the works, as an abandonment of the works by the Employer / Bank, 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 the Employer / Bank, 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 labor 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	<p>Clause - 16.</p> <p>The contractor shall treat all materials obtained during dismantling work at site (except material mentioned in the Bill of Quantity under rebate item and debris) etc., as the Employer's / Bank's property and such materials shall be disposed as per the specific instructions in this regard or in absence of the same to the best advantage of the Employer / Bank, according to the instructions in writing issued by the Engineer-in-charge.</p>	
Contractor liable for damages, defects during defect liability period.	<p>Clause - 17.</p> <p>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 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,</p>	

		<p>shrinkage, settlement or other faults appear in the work within Defects Liability Period stated in schedule 'F' or, if none stated, then within twelve months 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 / Bank or may be deducted by the Employer / Bank, upon the Engineer-in-charge's certificate in writing, from any money due or may become due to the contractor, or the Employer / Bank 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 expense(s) the Employer / Bank may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer / Bank, 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 / Bank. 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.</p>
	ii)	<p>In case of maintenance and operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.</p>
Setting out of works.	<p>Clause - 18.</p> <p>The contractor shall set out the works and shall be liable 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</p>	

	<p>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 liability for the correctness thereof and the contractor shall carefully protect and preserve all benchmarks, 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 Labor (R&A) Act, 1970, and the Contract Labor (Regulation and Abolition) Central Rules, 1971, before 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 Labor (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)	<p>a) The contractor / agency shall be solely liable for full compliance with the provisions of 'the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013'. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor / agency and the contractor / agency shall ensure appropriate action under the said Act in respect of the complaint.</p> <p>b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.</p> <p>c) The contractor shall be liable for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the contractor is proved.</p> <p>The contractor shall be liable for educating its employees about</p>

		prevention of sexual harassment at workplace and related issues. d) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
	v)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
	vi)	Any failure to fulfill these requirements shall attract penal provisions of the concerned Act and the 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 / Bank for any loss caused due to non-compliance with any of the provisions of laws applicable.
Payment of wages.	Clause - 19A.	
	i)	The contractor shall pay to labor employed by her / him / them either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labor (Regulation and Abolition) Act, 1970 and the contract Labor (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 labor indirectly engaged on the work, including any labor engaged by her / his / their sub-contractors in connection with the said work, as if the labor had been immediately employed by her / him / them.
	iii)	In respect of all labor 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 Labor 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 unauthorisedly 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 Labor (Regulation and Abolition) Act, 1970, and the Contract Labor (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 laborers 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 laborers 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 / Bank 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 - 19B.		
In respect of all labor 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 - 19C.		
The contractor shall submit by the 4 th and 19 th 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:		
the number of laborers employed by her / him / them in the work,		
their working hours,		
the wages paid to them,		
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		
the decision of the Employer / Bank shall be final in deducting from any bill due to the contractor, the amount levied as fine if any by relevant statutory authorities and be binding on the contractor.		
Clause - 19D.		
In respect of all labor 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 / them.		
Clause - 19E.		
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 laborers have an easy access to the individual houses, the contractor shall issue identity cards to the laborers, whether temporary or permanent and he shall be liable for any untoward action on the part of such laborers.	
	Clause - 19F.	
	i)	It shall be the liability of the contractor to see that the site under renovation is not occupied by anybody unauthorizedly during renovation and is handed over to the Engineer-in-charge with vacant possession of the site. If such site though completed is occupied illegally, then the Engineer-in-charge shall have the option to refuse to accept the said site 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 / Bank whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.
	ii)	However, the Employer / Bank, through a notice, may require the contractor to remove the illegal occupation any time on or before renovation and handing over.
Employment of skilled / semi-skilled workers	Clause - 19G.	
	i)	The contractor shall, at all stages of the work, deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute / National Institute of Construction Management and Research (NICMAR) / National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-charge for approval. Notwithstanding such approval, 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. Failure on the part of contractor to obtain approval of Engineer-in-charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of ₹500/- per such tradesman per day. Decision of Engineer-in-charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default 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 ₹5.00 crores.
Contribution of EPF and ESI.	Clause - 19H.	
	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 labor for EPF and ESI and documents evidencing these payments shall be submitted every month.	
Ensuring payment and amenities to workers if contractor fails.	Clause - 19I.	
	In every case in which by virtue of the provisions of the Contract Labor (Regulation and Abolition) Act, 1970, and of the Contract Labor (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 The Employer / Bank 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 / Bank under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labor (Regulation and Abolition) Act, 1970, the Employer / Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer / Bank to the contractor whether under this contract or otherwise the Employer / Bank 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 / Bank full security for all costs for which the Employer / Bank might become liable in contesting such claim.	
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 / Bank 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, she / he / they shall proceed with the work conforming to the provisions, regulations or byelaws in question, and any variation so necessitated shall be dealt with under Clause 12</p>

		thereof.
	(ii)	The contractor shall bring to the attention of the Employer / Bank all notices required by the said Acts, regulations or byelaws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer / Bank.
Work not to be sublet & action in case of insolvency.	<p>Clause - 21.</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 / Bank, and no undertaking shall relieve the contractor from the full and entire liability 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 / Bank 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 / Bank shall have power to adopt the course specified in Clause 3 hereof in the interest of the Employer / Bank and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.</p>	
Recovery of compensation paid to workmen.	<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, the Employer / Bank is obliged to pay compensation to a workman employed by the contractor, in execution of the works, the Employer / Bank shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer / Bank under the provisions of the said Act, the Employer / Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer / Bank to the contractor whether under this contract or otherwise. The Employer / Bank 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 the Employer / Bank full security for all costs for which the Employer / Bank might become liable in consequence of contesting such claim.</p>	
Changes in firm's	<p>Clause - 23.</p> <p>Where the contractor is a partnership firm, the previous approval in writing</p>	

constitution to be intimated.	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 materials, 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.	
Settlement of disputes & arbitration.	Clause - 25.	
	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 / Bank 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)	<p>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 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 person's names and forward to the contractor to select one among them as arbitrator.</p> <p>The arbitrator so appointed / selected shall confine herself / himself / themselves only to the dispute / difference referred to her / him / them while adjudicating and pronouncing his decision.</p> <p>The arbitrator shall make her / his / their award within one year (or such further extended time as may be decided by her / him / 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.</p> <p>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 the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer / Bank. No award of the</p>

		arbitrator shall relieve the contractor of her / his / their obligations to adhere strictly to the Employer's / Bank's instructions with regard to the actual carrying out of the works. The Employer / Bank 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 Schedule 'F' .
Contractor to indemnify the employer against Patent Rights.	Clause -26.	The contractor shall fully indemnify and keep indemnified the Employer / Bank 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 the Employer / Bank 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 / Bank 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.
Lumpsum 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.	<div>(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</div> <div>(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 / Bank and</div>

	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 / Bank 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 the Employer / Bank and sub-contractor.
Withholding and lien in respect of sum due from contractor.	Clause -29.	
	i)	<p>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 / Bank 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 / Bank 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 / Bank 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> <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 the Employer / Bank will be kept withheld or retained as such by the Employer / Bank till the claim arising out of or under the contract is</p>

	<p>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 / Bank 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>
	<p>ii) The Employer / Bank 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 the Employer / Bank 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 by the Employer / Bank to the contractor, without any interest thereon whatsoever.</p>
Lien in respect of claims in other contracts.	<p>Clause -29A.</p> <p>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 / Bank against any claim of the Employer / Bank 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.</p> <p>It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer / Bank will be kept withheld or retained as such by the Employer / Bank 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.</p>
	Clause -30.

Return of surplus materials.	Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of the Employer / Bank 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 and not dispose them without the written permission of the Employer / Bank and return it to the Employer / Bank, if required by the Employer / Bank, 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 the 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 the Employer / Bank for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.	
Water and electric power supply for work.	Clause -31.	
	Bank will make available water and electricity power supply required at one point free-of-cost. Contractor shall make her / his / their own arrangement for further extension of connection if any required with safety fixtures and nothing extra will be paid for the same.	
Employer's water supply, if available.	Clause -32.	
	Water if available may be supplied to the contractor by the Employer at free of cost subject to the following conditions:	
	i)	The Employer / Bank 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 her / his / their own cost in the event of any temporary break down in the water mains so that the progress of her / 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 - 33.	
		The contractor shall be liable 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,

	<p>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 liable 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 / Bank 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 consequent upon such claims. The contractor shall, at her / his / their own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer / Bank, an All Risks Policy of Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer / Bank 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 / Bank 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 / Bank against all claims which may be made against the Employer / Bank 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 / Bank a Policy of Insurance in the joint names of the Employer / Bank 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 / liability under the policy shall be ₹2lakh per person for any one accident or occurrence and ₹5lakh in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer / Bank against all claims which may be made upon the Employer / Bank, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this</p>
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	<p>contract or at Common Law in respect of any employee of the contractor or sub-contractor and shall at her / his / their 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 / Bank 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 liable 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 / Bank 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 / Bank against contractors in respect of such default, the Employer / Bank 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 / Bank, and which are payable by the contractor under this clause.</p> <p>The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.</p> <p>The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Engineer-in-charge may deem fit, but shall, however, not be entitled to reimbursement by the Employer / Bank of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.</p> <p>Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer / Bank such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the sub-</p>
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	contractor to take out such policy or policies of insurance before commencing the works at the site, the contractor shall be liable for any claim or damage attributable to the said sub-contractor.	
Employment of technical staff and employees.	Clause -34.	
	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 schedule 'F'.</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 Schedule 'F'. 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 / Bank 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.</p> <p>All the provisions applicable to the principal technical representative under the clause shall also be applicable to 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 renovation work 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</p>

	<p>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 her / his / their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test-checked measurements.</p> <p>Necessary site registers viz. Site Instruction Register / Hindrance Register / Labor Register etc., shall be strictly maintained by her / him / them on a daily basis and got duly authenticated by the Engineer-in-charge or his designated representative. 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 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 Schedule 'F' 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 liable 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, semi-skilled and unskilled labor as is necessary for proper and timely execution of the work.</p>

	iii)	The Engineer-in-charge shall be at liberty to object to 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 -35.	
	i)	Goods and Service 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 the Employer / Bank 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 / Bank 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 / Bank 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 tender ₹	Clause -36.	
	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 / Bank (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 / Bank 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 the Employer / Bank.	<p>Clause -37.</p> <p>The Employer / Bank 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 / Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract and the contractor shall not be liable for any damage or delay which may happen to or occasioned by such work.</p>
If relative working with the Employer / Bank, then the contractor not allowed to tender.	<p>Clause - 38.</p> <p>The contractor shall not be permitted to tender for works in the office of the Employer / Bank liable for award and execution of contracts in which her / his / their 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 by him and who are near relatives to any Officer of the Employer / Bank. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer / Bank. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer / Bank 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 / Bank to work as contractor within one year of retirement.	<p>Clause -39.</p> <p>No technical or other Officer or Assistant (including Junior Engineer) employed with the Employer / Bank shall work as a contractor or employee of a contractor for a period of one year after her / his retirement from the service without the previous permission of the Employer / Bank 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 / Bank 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 -40.</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</p>

	<p>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 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, she / he / they 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 -41.</p> <p>All works to be executed under the contract shall be executed under the direction and subject to 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 -42.</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 / Bank 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 labor clearance.	<p>Clause -43.</p> <p>Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labor Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate from the Labor Officer under intimation to the Engineer-in-charge. The Engineer-in-charge, on receipt of the said communication, shall write to the Labor 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</p>

	communication is received from the Labor 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.
Non-disclosure Pact.	<p>Clause -44.</p> <p>The contractor shall not disclose directly or indirectly any information, materials and of the Employer's / Bank's infrastructure / system(s) / 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 / Bank. The contractor shall indemnify the Employer / Bank for any loss suffered by the Employer / Bank 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 / Bank shall be entitled to claim damages and pursue legal remedies.</p> <p>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.</p> <p>The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>

Section - V

SPECIAL CONDITIONS OF THE CONTRACT

General.	Clause - SC 1.	
	i)	Special Conditions of the Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Quantities, specifications of work, drawings and any other document 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 the Contract is repugnant to or at variance with any provisions of the General Conditions of the 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 of 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 the Contract.
	iv)	Wherever it is stated anywhere in this tender document that such and such supply is to be effected 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 if any.
Responsibilities of the contractor.	Clause - SC 2.	
	i)	The contractor shall be entirely liable for executing the work covered under this tender document in a safe, efficient and expeditious manner as per the time schedule, specifications, drawings and waterproofing work aids equipment such as transportation equipment, tools and tackles as well as teasing appliances such as air compressors etc. and the necessary supervisory personnel, skilled, semi-skilled and unskilled labor shall be provided by the contractor to achieve the monthly / weekly targets and the overall time schedule.

	ii)	The contractor shall ensure that local labor, 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)	It shall be entirely the contractor's liability to provide, operate and maintain all necessary equipment, scaffolding and safety gadgets, lifting tackles, tools, and appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.					
	v)	Preparing approaches and the working area for the movement materials shall also be the liability of the contractor. The contractor shall acquaint himself with access availability etc. to provide suitable allowances in his quotation / tender.					
	vi)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the contractor's liability and his / her / their rates for execution of work will be inclusive of supply of all these items.					
	vii)	Liability for obtaining all statutory approvals (if required) related to the work lies with the contractor.					
	viii)	The contractor shall provide drinking water and other amenities at site for the contract workmen as per the statutory requirements at his own cost.					
	ix)	The contractor shall take all steps to see that normal functioning of working office / public life/ public traffic is not affected / obstructed while executing the work. Stacking of materials, equipment, tools, and vehicles involved in movement of equipment or materials should not make any hindrance for the movement of other vehicles and people.					
	x)	The contractor shall be liable for implementing the requirements of Kerala State Pollution Control Board (if any).					
	xi)	The works to be undertaken by the contractor shall inter-alia include the following:					
		<table><tr><td>a)</td><td>Preparation of detailed 'shop' drawings and 'as-built' drawings wherever applicable.</td></tr><tr><td>b)</td><td>Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.</td></tr><tr><td>c)</td><td>The contractor shall provide all the 'shop' drawings or layout drawings for all the coordinated services before starting any work or placing any order of any of the</td></tr></table>	a)	Preparation of detailed 'shop' drawings and 'as-built' drawings wherever applicable.	b)	Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.	c)
a)	Preparation of detailed 'shop' drawings and 'as-built' drawings wherever applicable.						
b)	Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.						
c)	The contractor shall provide all the 'shop' drawings or layout drawings for all the coordinated services before starting any work or placing any order of any of the						

		<p>services etc. These 'shop' drawings / layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of an Engineer-in-charge prior to delivery of material at site.</p>
	xii)	<p>For items where 'Basic Price' of materials are stipulated, only the difference in the basic price specified in the tender and actual price (ex-godown at Kochi excluding G.S.T, local transportation, any other charges like conveyance, loading, unloading & handling charges for delivery at the site etc. - bidders may consider these factors while quoting the rate), approved by the Bank shall be considered and 15% towards O.H.C & C.P shall be allowed on such difference. The contractor shall take prior approval of the Bank for 'Basic Price' before procurement of such items and produce Cash Bill / Tax Invoice towards procurement of such materials.</p>
	xii)	<p>The contractor shall arrange visits of authorized official(s) of the manufacturer whose materials (costing more than ₹1 lakh) have been selected / approved by the Employer / Bank for the work to inspect the materials supplied / available at site and whether the materials are being used as per the manufacturer's specifications and specified consumption standards and shall be required to submit a report on the manufacturer's letter head addressed to the Employer / Bank, under official seal, indicating the genuineness or otherwise of the material and its usage methodology. No additional payment on this account shall be considered.</p>
Role of the Employer / Bank.	<p>Clause - SC 3.</p> <p>The Employer / Bank (Reserve Bank of India, Kochi) 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.</p>	
Architect / Engineer.	<p>Clause - SC 4.</p> <p>Bank's in-house Architect / Engineer will provide the initial layout plan, scope of work and specifications as per tender. The scope of their work includes inter-alia planning & designing and periodic inspection and supervision.</p>	
Green building requirements	<p>Clause - SC 5.</p> <p>The contractor shall adopt the construction practices and materials in line with the requirements specified in schedule 'G'. The contractor shall strictly follow the instructions of Engineer-in-charge in this</p>	

	regard.
Inspection of site.	Clause - SC 6.
	Intending bidders shall be deemed to have visited the site and examined the site and its surroundings and familiarized themselves thoroughly with the site conditions as to the nature of the ground and sub-soil and the form and nature of the site, existing facilities before submitting the tender. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the layout plans, scope of work and specifications. For site visit, the intending bidder may contact the Employer / Bank.
Services.	Clause - SC 7.
	The contractor shall take due and proper care during execution of solar panel system, telecommunication, and fire alarm system work to protect the existing water / electric services from damage. In case, during the execution of work, the contractor notices some services which require re-routing, re-fixing / relocating the same shall be brought to the notice of the Engineer-in-charge. As per the instructions of the Engineer-in-charge, further action for rerouting shall be undertaken. If the contractor is advised by the Engineer-in-charge to carry out the required re-routing, the work shall be treated as an extra item of work and shall be dealt as per the relevant clause of COTC.
Handing over of site.	Clause - SC 8.
	i)
	The contractor shall be required to complete the following documentation with regard to the work within fourteen days from the date of the award of work:
	a)
	Signing of the agreement on adequate value of non-Judicial stamp paper as per the approved format.
	b)
	Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule 'F'.
	c)
	Submission of the specified Bank Guarantees mentioned in Schedule 'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee.
	d)
	Obtaining and submitting the original Labor License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for obtaining the Labor License if applicable.
	e)
	Submitting the details / documents of the contractor's site team as specified in relevant clause of General Conditions

		of Contract and schedule 'F' for obtaining approval of Engineer-in-charge.
	f)	Submitting the detailed work programme as specified in the relevant clause of General Conditions of Contract for approval of the Engineer-in-charge.
	ii)	After complying to the above documentation and other statutory requirements required to be complied by the contractor before start of the work, the contractor shall be handed over the possession of the site. The scheduled date of commencement of work shall be reckoned from the fourteenth day of the date of award of work or the date of handing over the possession of site (if delay is due to any reasons beyond the contractor's control), whichever is later. However, any delay in handing over the possession of site to the contractor on account of non-submission of the above documents / details shall not be considered for extension of time.
Drawings.	Clause - SC 9.	
	<p>All required drawings for all units / components of the STP, including layout drawings, design / structural drawings, drawings of electromechanical components, plumbing lines etc., should be prepared by the contractor and submitted to the Bank's Engineer for approval before commencement of work.</p> <p>The contractor shall keep one copy of all drawings (if any) on the works and the Employer / Bank, or its representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the contractor she / he / they shall forthwith return to the Employer / Bank all drawings and specifications.</p> <p>Drawings accompanying the tender documents are indicative of the scope or work and issued for tendering purpose only. Detailed design, construction drawings on the basis of which actual execution of the work is to be carried out will be furnished to the contractor progressively based on the approved programme after the award of the work.</p>	
Further drawings and instructions.	Clause - SC 10.	
	<p>The Engineer-in-charge shall have full power and authority to supply drawings / specifications to the contractor from time-to-time during the progress of the works such further drawings for adequate execution and maintenance of the Works and the contractor shall carry out and be bound by the same.</p> <p>Any further drawings or specifications that may be required by the contractor for execution of the work shall be requested by him to</p>	

	Engineer-in-charge at least 15 days in advance.	
Contractor's barricades.	Clause - SC 11.	
	i)	The contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the entire working area including storage, etc.
	ii)	Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked with suitable red markers at night without any extra cost.
	iii)	The contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution if any.
	iv)	The contractor shall provide suitable construction safety nets to prevent damage to man / material at site without any extra cost.
Site facilities.	Clause - SC 12.	
	The contractor shall arrange for storage space for keeping own tools / tackles and other materials for performance of work under this contract. Whereas space will be provided by the employer free of cost, the safety and security including safety of materials for erection purpose as well as subsequent removal of the same on completion of 'work' under this contract are the liability of the contractor.	
	Lighting: The contractor shall ensure that the entire site is provided with adequate lighting at all times when the work is in progress. He shall also make additional arrangements for lighting for carrying out the work at night, whenever required. All costs in this connection shall be borne by the contractor.	
	Compressed air: The contractor shall make her / his / their own arrangement for portable compressors, pumps, temporary piping for compressed air, vacuum / suction pump if required, for the work including all necessary accessories, fittings etc. at his own cost for cleaning, testing, flushing etc.	
Construction / renovation / repair work equipment	Clause - SC 13.	
	The contractor shall without prejudice to her / his / their overall liability to execute and complete the work as per specifications and time schedule, progressively deploy adequate and appropriate equipment and tools and tackles and augment the same as decided by the Engineer-in-charge depending on the requirements of the work to suit the work schedule. No equipment shall be supplied by the Employer / Bank. The contractor assess the actual requirement based on the quantum and nature of work and arrange to provide the same to achieve progress as per the approved work programme.	

Plant etc., to be exclusively for use on the works.	Clause - SC 14.	
	i)	All plants, tools and equipment and materials provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction / renovation / repair work and completion of the works and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another or moving it outside the site for repairs) without the previous consent in writing of the Engineer-in-charge which shall not be unreasonably withheld.
	ii)	Clearing of site on completion: On completion of the works the contractor shall remove from the site all the said construction plants, tools and equipment remaining thereon and any unused materials.
Care of works / plants / equipment.	Clause - SC 15.	
	<p>The equipment / parts / spares / accessories shall be properly and securely packed in boxes to protect them from damages during handling and transportation by sea / air / rail / road for delivery to the site.</p> <p>From the commencement to the completion of the works / plant / equipment, the contractor shall take full liability for the care thereof and in case any damage loss or injury shall happen to the works / plant / equipment or to any part thereof from any cause whatsoever shall at his own cost repair and make good the same so that at completion the works / plant / equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract.</p> <p>Finished flooring shall be protected by suitable means while carrying out any civil / electrical work either internally or externally at no extra cost.</p> <p>Mixing mortar / concrete shall not be permitted on bare slab / waterproofing treatments / flooring and the same shall be done on steel plates / mixing tubs / G.I. trays. Any damage done to the slabs / waterproofing treatments / flooring shall be rectified by the contractor at his own cost and which shall be in the form of replacing the entire slab / waterproofing treatment / flooring.</p> <p>Temporary used materials (for example cables, pipes, valves etc.) shall not be used for permanent work. All the bought-out items supplied by the contractor and billed to Employer / Bank shall be considered as Employer's / Bank's property and due care shall be taken for safety of these by the contractor till handing over of work.</p>	
Works to be	Clause - SC 16.	

carried out by licensed technicians under supervision of licensed supervisor ₹	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.
Performance Guarantee for the STP & its allied equipment / installations	b)	<p>1. The work shall be got executed as per Bank's specifications and as per the approved manufacturer's specifications. The contractor shall furnish the list of approved makes / brand of materials / equipment / parts / spares / components / accessories, from the approved list provided herein of approved equivalents, proposed to be used under each item of work in the Schedule of Quantities of the tender, immediately after the issue of letter of award by the Bank.</p> <p>2. Performance Guarantee for the STP & its allied equipment / installations, installed / erected as per item No. 1 & 2 in the Schedule of Quantities (SOQ) in the tender</p>
List of approved makes / brands of materials	(c)	List of approved makes / brands of materials proposed to be used in the work by the intending bidders, under each item of the work shall be filled in the format given in Annex-11 and uploaded online along with Part I of the tender.
Quality assurance and quality control.	Clause - SC 17.	
	i)	The reports of the test shall be submitted to the Engineer-in-charge as and when the tests / quality assurance & control checks are carried out as per the contract. The Engineer-in-charge, after verification / evaluation of the results of tests may decide to either reject or accept the respective materials / works etc. In case of rejection, the contractor shall have to replace the defective material(s) / work(s) at the earliest without any additional cost.
	ii)	In case the contractor fails to follow the instructions of Engineer-in-charge in this regard, the Engineer-in-charge may suspend the work till such time the quality of the work is ensured. No compensation for delays on account of such suspension of work shall be considered.
Materials at basic prices / basic rates.	Clause - SC 18.	
	i)	For carrying out certain items of work, the tender provides for procurement of certain materials at 'Basic Prices' / 'Basic Rates' as specified in the tender document.
	ii)	While quoting the rates, the bidder should base their item rates at the 'Basic Prices' wherever specified / if specified . The said prices are ex-godown at Kochi and are excluding G.S.T, local transportation, any other charges like

		conveyance, loading, unloading & handling charges for delivery at the site etc. - bidders may consider these factors while quoting the rates. Ex-godown referred here will be dealer's godown or rail head within the Municipal or city limits or the city where the work is being done.
	iii)	The contractor shall obtain written approval from the Engineer-in-charge before procuring any material for which 'Basic Price' / 'Basic Rate' is specified in the tender document.
	iv)	'Basic Price' adjustment shall be done on the measured quantities for the finished items of work with specified 'Basic Prices' / 'Basic Rates'. In addition to the difference in the 'Basic Price' / 'Basic Rates' and the actual purchase Rate / Price, contractor's overhead and profit @ 15% on the difference shall be considered for the 'Basic Price' / 'Basic Rate' adjustment. While carrying out price adjustments, no other components such as wastage, transportation, handling, insurance, labor, etc., shall be considered.
	v)	The contractor shall submit copies of all tax paid vouchers (original tax paid vouchers shall be shown to the Engineer-in-charge for verification as and when required by him) for full quantity for all items to the Engineer-in-charge in support of their claim for adjustment in 'Basic Prices' / 'Basic Rates'. In the absence of these documents, the contractor's claim for adjustment in 'Basic Prices' / 'Basic Rates' shall not be considered.
Documents to be maintained at site.	Clause - SC 19.	
	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 registers / documents shall be available for inspection by Employer's / Bank'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 drawings issued to her / him / them for construction purpose to the Engineer-in-charge before submission of the final bill.
Progress monitoring by the Engineer-in-charge	Clause - SC 20.	
	i)	The contractor shall submit his programme for approval of Engineer-in-charge within 14 days from the date of award of the work as specified in the relevant clause of the General Conditions of Contract.
	ii)	Based on the approved programme, the Engineer-in-charge shall monitor / review the progress through site meetings on a

		monthly interval or earlier, as and when required. The meeting should be attended by the contractor herself / 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 the 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 / Bank / the Engineer-in-charge.
		c)	Statement of deployment of resources (men and machine) and variations, if any, from the planned schedule.
		d)	List of variations / extra items if any carried out during the previous month (period under review).
Measurement, billing, and terms of payment.	Clause - SC 21.		
	i)	The work shall be measured from time-to-time as provided in the General Conditions of Contract. The units of measurements shall be as defined under the specific item description in the Schedule of Quantities. If for any item or part thereof, physical measurement is not practicable, measurements given in the execution drawings shall be adopted. 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, she / he / they may raise a bill and submit to the Engineer-in-charge for payment. The bill shall invariably be accompanied with the following documents:	
		a)	Signed measurements, as specified in the General Conditions of Contract.
		b)	Progress reports of the concerned period.
		c)	Test certificates / reports of any material considered for the first time in the contractor's bill.
		d)	Checklist indicating validity of the labor license if any, all the insurance policies, PBGs etc.
		e)	Documents evidencing the price of materials (e.g. tax paid vouchers etc.) considered in the bill where 'Basic Rates' are mentioned, as applicable.

	f)	Delivery challans of the materials.
	ii)	The Engineer-in-charge reserves the right to refuse or 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 honoring the certificates.
	iv)	After completion of work and completing all the contractual liability, the measurement sheets shall be signed jointly by the contractor or her / his / their 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)	Signed measurements, as specified in the General Conditions of Contract.
	b)	Copy of last progress report, evidencing the completion of work.
	c)	Test certificates / reports of any material considered for the first time in the contractor's bill.
	f)	Checklist indicating validity of the labor license, all the Insurance Policies, PBGs etc.
	g)	Documents evidencing the price of materials (e.g. Tax paid vouchers etc.) considered in the bill where 'Basic Rates' / 'Basic Prices' are mentioned, as applicable.
	h)	Delivery challans for the materials.
	j)	All the required documents of Guarantees / warranties (e.g., water proofing and electrical equipment etc., as mentioned in the specifications of respective item).
	k)	'No claim' certificate by the contractor except as included in the final bill.
	l)	Completion plans / drawings / details as specified in the General Conditions of Contract.
	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 / Bank.
	vii)	All statutory deductions shall be made from the payments due

		to the contractor.
Renewal of AMC	SC – 22	
	<p>A. Renewal of Rate of CAMC: Renewal amount of comprehensive AMC for next 6 years after defect liability period and 1st year of AMC shall be worked out as per the following formula:</p> $A_C = \frac{A_P}{100} (15 + 70 \times \frac{EP_C}{EP_P} + 15 \times \frac{Wl_C}{Wl_P})$ <p> A_C = The contract amount for the current year. A_P = The contract amount for the previous year. EP_C = Wholesale Price Index for electrical products 6 months prior to the commencement date current year. EP_P = Wholesale Price Index for electrical products 6 months prior to the commencement date previous year. Wl_C = Consumer Price Index for industrial workers (respective location of installation to commencement date of contract for the current year. Wl_P = Consumer Price Index for industrial workers (respective location of installation city) 6 months prior to commencement date of contract for the previous year. </p> <p>B. Renewal of Providing Skilled Operator Charges: Renewal of the rates for providing the skilled operator shall be worked out as per the following formula:</p> $A_C = \frac{A_P}{100} (15 + 85 \times \frac{Wl_C}{Wl_P})$ <p> A_C = The rate for the current year. A_P = The rate for the previous year. Wl_C = Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the current year. Wl_P = Consumer Price Index for industrial workers (Kochi) 6 months prior to commencement date of contract for the previous year. </p>	

Section - VI

Technical Specifications

1. The scope of work covers **Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi** for the inlet sewage quality parameters and outlet treated water quality parameters given below:

2. Design Basis:

2.1 The Sewage Treatment Plant should be based on Membrane Bio Reactor type technology of compact, sturdy, weather-proof with reduced space and automatic taking into consideration the following quality parameters of sewage treatment, for the design capacity is 30 KLD approx.

2.2 Type of sewage water (wastewater generated from domestic bathrooms, toilets, and kitchens etc.,)

2.3 Quality parameters of raw sewage and treated sewage (i.e., water) are as below.

S. No	Parameters	Unit	Inlet *	Outlet
1	pH	-	6.5 to 9.0	6.5 to 9.0
2	Biological Oxygen Demand (BOD)	mg/l	350	<5
3	Chemical Oxygen Demand (COD)	mg/l	500	<50
4	Total Suspended Solids (TSS)	mg/l	150	<5
5	Oil and Grease	mg/l	10	<1
6	Total E. Coli form	-	10,000	100
7	Nitrogen: NH ₄ -N	mg/l	30	< 5
8	Nitrogen -Total	mg/l	40-60	< 5

*These values are for guidance only, bidders to ascertain actual inlet parameters of sewage and design the system to achieve outlet parameters of treated water.

2.4 The water so treated should have a typical application such as to be used in

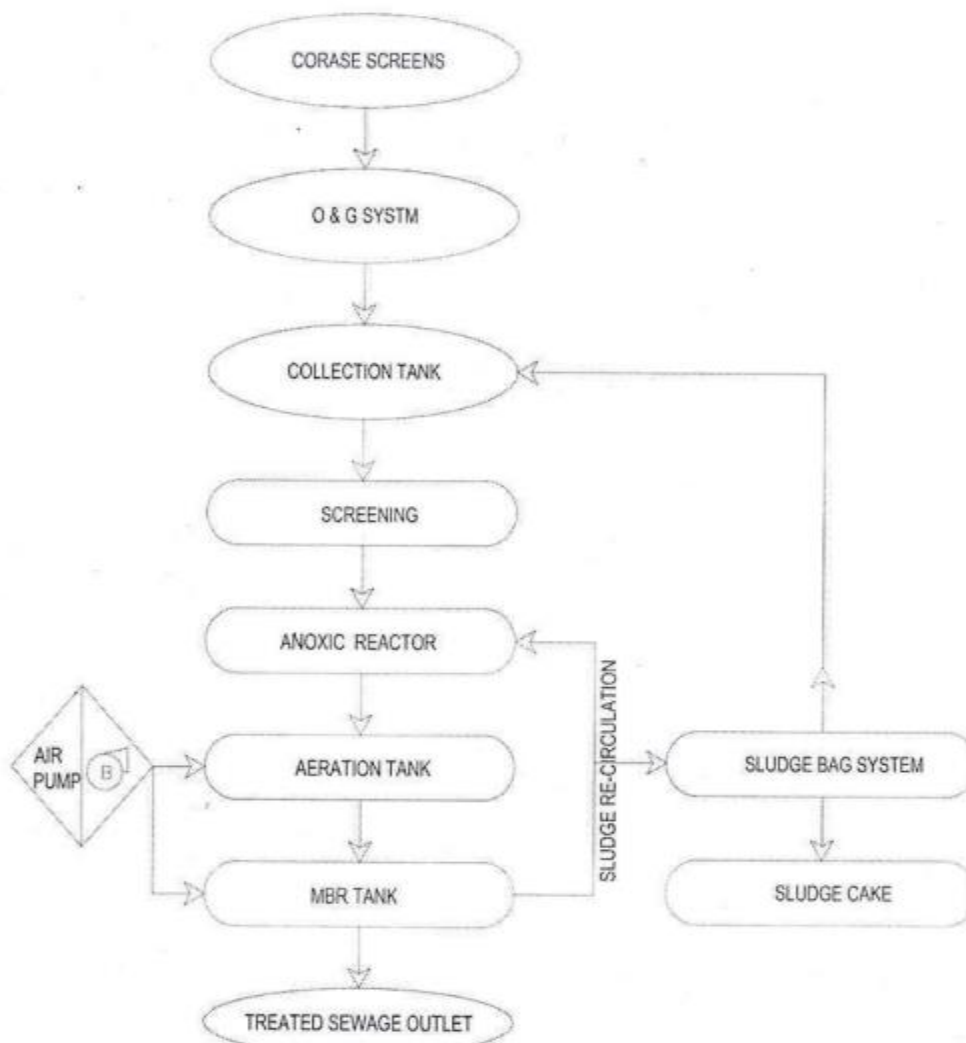
- (a) Irrigation/ gardening water.
- (b) Flushing water system for toilet

(c) Vehicle washing, etc.,

3. Treatment Sequence of the STP:

The process sequence should be taken in consideration, while designing and execution of proposed MBR type sewage treatment plant work as indicated in schematic diagram/ flow chart below:

Process Flow Chart



Accordingly, details of proposed system required to be submitted by bidders along with specifications, catalogue/leaflet, design, schematic drawings, etc., in format specified in [Annexure-12](#)

4. Specifications for DSITC of STP:

4.1 Quality:

Equipment & materials to be used in the plant shall confirm to relevant Indian / International standards and best quality of their respective kinds as specified herein and shall be of approved make and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down, with the requirements of the latest edition of the relevant Indian / International standards approved by the Bank.

4.2 Inspection and testing:

Equipment and materials before used in the works shall be subjected to inspection and testing, if so required by the Engineer-in-charge, as provided in the Conditions of Contract and elsewhere in the specifications. The cost of all samples required for such tests as per relevant standards shall be borne by the contractor and the same are deemed to be included in the rates of respective items. No equipment & materials shall be used in the works unless they have first been approved by the Engineer-in-charge or his representative(s).

4.3 Samples:

Samples of all equipment and materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for inspection at any time by the Bank's Engineer or his representative.

4.4 Independent tests:

Independent tests and analysis of any of the equipment, materials, if required by the Engineer-in-Charge may be made from time-to-time by a testing house or analyst appointed by the Engineer / Employer / Bank in order to check the supplier's works, tests and analysis. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective BIS / International Codes. The contractor shall at her / his / their own expenses supply and deliver to an approved testing house or analyst such materials, as may be directed by the Engineer-in-charge. Should the result of any test be unsatisfactory to the Engineer-in-charge or her / his / their representative, the materials represented will be rejected. The testing of material(s) (Third party test), if required by the Engineer-in-charge shall be carried out through a government / approved laboratory and the testing charges, as per actuals shall be reimbursed by the Bank on production of vouchers / paid receipt. Wherever testing facilities are not available in India, the contractors shall submit the manufacturers' batch test certificates of the batch of equipment, material(s) used in the work.

4.5 The Sewage Treatment Plant (STP) shall be of compact, packaged type with pre-fabricated structure with MBR technology type consist of:

- (i) Anaerobic Tank / Chamber, with required equipment.
- (ii) Anoxic Tank / Chamber with required equipment.
- (iii) Aeration Tank / Chamber with required equipment and specially developed synthetic media to facilitate attached growth process & oxygen transfer through diffused membrane aeration.

- (iv) MBR tank including MBR permeate pump of suitable capacity.
- (v) Disinfection system, sludge collection system & bag system,
- (vi) All necessary like piping, connections etc., pumps for transferring raw sewage from the sewage collection tanks & from the equalizing / balancing tanks, air blowers, pumps for recycling the sludge from the settling compartment of the tank, pumps for filter feed, flow meters at inlet and outlet, pressure gauges, pH sensors, DO Sensors, inline Chlorine/NaOCl dosing for disinfection of the permeate from the filters, **Online Monitoring System (Both mobile and Web based monitoring application)** etc., to effectively and efficiently treat the sewage to get permeate of required quality and dispose the sludge as per the latest norms of the Kerala State Pollution Control Board (KSPCB) / Kochi Municipal Corporation / Water Supply and Sewerage Board / Authority:

4.6 The details of existing tanks available at site (Refer Drawings) and broad electro-mechanical equipment's specifications are as under subjected to submission of detailed design and proposal by the bidders and as approved by Bank.

A. Collection Sump / Tank (1 No. of capacity 4m x 2m x 1.8m =14.4 Cu. m): Existing collection tank / sump to be used to collect sewage before pumping it to the sewage treatment plant for pretreatment section (Bar screening etc.).

B. Sewage Transfer Pump from collection sump (1 No.) to Bar screen - 2 Nos. (1 working + 1 standby at location of sump of appropriate capacity and approved make along with required specials and fittings. **BEE Star Rating of the Pump Set shall be minimum 3 Star.**

C. (i) Bar Screen Chamber: Existing bar screen chamber of size 4m x 0.6m x 0.3m (1 No. as per drawing) to be considered for design & installing new bar screen etc., of the proposed STP.

(ii) Bar screen type specification: Coarse screen of appropriate size and fine screen, spacing - 5 mm, thickness - 5 to 6mm and Mild Steel Epoxy Coated Paint (MSEP)/ Stainless Steel (SS)

D. Oil and Grease trap chamber: Oil and grease trap of appropriate size made of FRP thickness 6 to 8 mm, prefabricated to be considered for design and installation, required equipment, etc., of the proposed STP.

E. Grit Chamber: Grit chamber of appropriate size for design and installed required equipment, etc., of the proposed STP.

F. Equalization Tank of appropriate capacity with required fittings / fixtures.

G. Rotary Screen: 1 No. of pore size less than 1 mm of SS 304 grade.

H. Raw Sewage Feed Pump: 2 Nos. (1 working + 1 standby) of appropriate capacity of approved make horizontal centrifugal/ submersible. **BEE Star Rating of the Pump Set shall be minimum 3 Star.**

I. Broad details of 30 KLD MBR based compact, package type STP made of MSEP/ FRP consisting of Anaerobic tank, Anoxic tank, Aeration tank, MBR tank of appropriate volume suitable

to inflow as per standard design with all equipment as per design approved.

(i) Diffuser - collection tank - standard UPVC 1 set with suitable diffusers along with Air grid and interconnecting pipes.

(ii) Diffuser - aeration tank - standard UPVC 1 set with suitable diffusers along with Air grid and interconnecting pipes.

(iii) Anoxic tank agitators as per standard design of required capacity made of SS 304.

(iv) Air Blower Pumps - Aeration / Equalization tanks (2 working + 1 standby) 3 Nos. of suitable capacity or as per design: Aeration/ MBR tank, noise level less than 50 dB of appropriate capacity and design pressure, power consumption, etc.,

(v) MBR Membrane and Skid: 1 No. Hollow fibre immersed type, storage condition - dry, Pore size - 0.05 Micron, operation cycle and other data as per design of approved make skid made of SS 304 grade, Membrane material: Reinforced PVDF (including support layer) of approved make.

(vi) Air Blower MBR Membrane: 2 Nos. (1 working + 1 standby) ring blower type of approved make.

(vii) MBR Permeate Pump: Centrifugal mono-block type of suitable capacity and approved make, suitable design 2 Nos. (1 working + 1 standby) with PVFD along with specials and fittings.

(viii) Clean-in-Place (CIP) / Back wash Pump: 1 No. of centrifugal mono-block type of suitable capacity and approved make as per SS 316.

(ix) CIP Tank: 1 No. to be suitably designed for the requirement.

(ix) Disinfection System & Chlorine Dosing System: 2 sets (Hypo dosing and Citric dosing) of appropriate capacity of approved make and design including Tanks.

(x) Micron Cartridge Filter: 1 No. of suitable/ approved make and design.

(xi) Sludge Transfer Pumps: 2 Nos (1 working + 1 standby). of approved make, suitable capacity and design centrifugal mono-block non-clog type.

(xii) Sludge Collection Tank: (Existing PVC tank of 1KL capacity to be used).

(xiii) Sludge Bag System including screw press and pump including conveyor with gear box: 1 set of appropriate design.

(xiv) Interconnecting pipes and fittings of approved make of materials.

(xv) Air Lines: 1 Lot

(xvi) Electrical Panel, Accessories and Cables: 1 set for the PLC operation of the entire plant,

as per the approved design.

(xvii) Level Switches, Solenoid valves, magnetic flow meter, pressure gauges, Flow meters, Pressure Transmitters, UV system (of appropriate rating) etc., of approved make as per the requirement of the MBR system.

(xviii) Online Monitoring System: Mobile/ web-based application monitoring system.

(xix) Treated water transfer pumps of suitable capacity: 2 Nos (1 working + 1 standby) as per design and approved make suitably to run the system efficiently for required output quality of water.

J. Treated Water Tank: PVC tank approved make of size 5000 litres capacity to be used for storing treated water.

K. Treated water transfer pumps: 2 Nos (1 working + 1 standby). **BEE Star Rating of the Pump Set shall be minimum 3 Star.**

Note: Any other components as per approved design to meet the standard water quality accepted by the Bank.

4.7 The work shall include providing & fixing of all the interconnecting pipes of various sizes, fittings/ fixtures, etc. to make the proposed STP operational. The existing tanks, collection chamber and other tanks as shown in schematic diagram (Drawings) are to be utilized as directed by Bank for making operation of STP more efficient.

4.8 Obtaining Consent to Establish (CTE) / Consent to Operate (CTO) the STP and its allied equipment and installations from the Kerala State Pollution Control Board (KSPCB) / Kochi Municipal Corporation / Water Supply and Sewerage Board / Authority:

The scope of work under this item is for surveying of the site, preparing required drawings, collecting and compiling required data / documents, obtaining, filling-up and submitting required application forms, submitting the same to the Kerala State Pollution Control Board (KSPCB) / Kochi Municipal Corporation / Water Supply and Sewerage Board / Authority, for obtaining necessary Consent to Establish (CTE) / Consent to Operate (CTO) the STP and its allied equipment and installations and liaising with them, till the consents / licenses / approval(s) are obtained. Statutory payments, if any required to be paid to the statutory authorities (Kerala State Pollution Control Board (KSPCB) / Kochi Municipal Corporation / Water Supply and Sewerage Board / Authority) would be reimbursed by the Bank, as per actuals, on submission of the original receipts for the same by the Bank.

4.9 Mode of measurement.

(i) DSITC of the Sewage Treatment Plant (STP) and its allied equipment / installations, accessories etc., complete covered under the scope of item above shall be considered as one job as Lumpsum basis as per schedule of quantities in terms of payment schedule given in Schedule F

(ii) No additional payment or deductions because of minor additions / alterations in the scope of work, for better performance of the system, if executed with the written consent of the Bank.

(iii) The dimensions of tanks / various components / equipment etc., stipulated under the specifications of this item are only indicative and the same shall be as per the design requirements for efficient performance of the plant / system

5. Comprehensive Annual Maintenance Contract (CAMC) including necessary Skilled operator for the above MBR technology Sewage Treatment Plant (STP) and its allied equipment / installations, accessories etc., after the Defect Liability Period (DLP):

5.1 Scope of work under the item.

The scope of service under this item is for a 'Comprehensive Annual Maintenance & Service Contract' (CAMSC) for the MBR Technology Sewage Treatment Plant (STP) & its allied equipment / installations, accessories etc., installed / erected as per specifications given above, and their immediate surroundings, as per item No.2 of Schedule of Quantities, for a period of 7 years, after successful completion of the Defect Liability Period (DLP) to ensure trouble-free operation / efficient working condition.

- a) Inspection of the Sewage Treatment Plant (STP) and its allied equipment / installations, accessories, etc., provided as above, once in every month and as and when found necessary by the Bank (whenever any defects / malfunction / deficiency of the system is noticed / reported), for diagnosing the defects / faults & rectifying the same. During the inspections each part / component of the Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc., shall be thoroughly verified for any defects/ malfunctions / erosion / wear & tear etc.
- b) Repairing / servicing, supplying spares / parts / accessories required for replacement of defective / faulty / dysfunctional ones, to bring the system to its original operational/ efficient working condition and to ensure for smooth, trouble-free, and efficient operations, functioning and serviceability of the STP & its allied equipment / installations, accessories etc., during the 'Comprehensive Annual Maintenance Contract' (CAMC) period. In this regard the contractor shall maintain required quantity of spares / parts / accessories for regular use and immediate replacement(s) of defective/ damaged / dysfunctional ones, during day-to-day operations & regular / breakdown maintenance. Cost of these spares / parts / consumables, which may be required daily and during the regular / break-down maintenance is deemed to be included in the rates quoted in items of schedule of quantities by the contractor.
- c) Any spares / parts / accessories, including bearings, nuts & bolts, gland packings, vibration pads etc., of the STP & its allied equipment / installations, accessories etc., found defective/ dysfunctional / worn out, during the inspection and those requiring periodical replacement(s), shall be supplied and replaced with the same make / type / model / brand of spares, as provided at the time of installation of the original equipment / installation / accessory or approved, compatible equivalent. In case of spares / parts, which require frequent replacement a minimum buffer stock of such items shall be kept near the plant in the custody of the contractor.
- d) Supplying & using all required consumable chemicals / materials for disinfection (sodium hypochlorite, bleach, Chlorine etc.), dosing, cleaning etc. and periodical replacement of

approved filter membrane.

e) The rate quoted for the 'Comprehensive Annual Maintenance Contract' (CAMC) should include for repair / replacement of any equipment / installation of the system in case they develop any defects beyond the scope of repairs to bring them back to their effective / efficient operational / serviceable conditions. In case of any defects, the same shall be repaired / rectified within specified period, including replacement of defective / damaged / dysfunctional parts / spares / components / accessories etc., in whole or part whatsoever they may be, without additional cost of the Bank. During such period(s) of repairs or replacement, the Contractor shall provide similar standby equipment / accessory on a temporary basis for keeping the system functional.

f) Routine performance checks & maintenance shall be carried out during the period of the 'Comprehensive Annual Maintenance Contract' (CAMC), in accordance with Bank's requirements and as instructed by the Bank. All performance checks undertaken should be recorded in the 'logbook' to be maintained by the contractor in the plant.

g) Raw and treated sewage (both liquid portion and de-watered sludge) shall be periodically (once in a month or as and when required by the Bank's Engineer) tested from a laboratory accredited by NABL and approved by the Bank's Engineer, at the cost of the contractor. The reports of such tests shall be submitted to the Premises Section of the Bank along with the contractor's bills for 'Comprehensive Annual Maintenance Contract' (CAMC) and copies of the same shall be preserved in the plant.

h) All mechanical parts of the plant shall be suitably greased / oiled to ensure friction free movements.

i) The finishes such as painting, powder coating, FRP coating on the surfaces of the components of the STP & its allied equipment / installations, accessories etc., found eroded/ corroded / tarnished at the time of inspection shall be suitably prepared by removing the rust scales, delaminated finishes and repainted / re-coated with the same finish as of the original ones, after suitably preparing such surfaces as per the instructions of the Bank's Engineer.

j) The STP & its allied equipment / installations, accessories etc., shall be maintained as per the guidelines of the Kerala State Pollution Control Board (KSPCB) / Kochi Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time.

k) The quality of the treated sewage (both treated water and dewatered sludge output) shall be maintained as per the stipulations of the Kerala State Pollution Control Board (KSPCB)/ Kochi Municipal Corporation / Water Supply and Sewerage Board / Authority and any other statutory body in force at any point of time. Any charges / penalties levied by such statutory bodies, because of non-compliance of such stipulations / requirements shall be paid by the contractor on behalf of the Bank, failing which the Bank shall pay the same and debit the same along with additional penalties as it may deem fit.

l) The scope work under the item shall also include disposing and carting away the surplus

de-watered sludge generated from the plant, after keeping quantity required by the Bank to be used as manure within the colony premises, from the colony premises to an authorized dumping yard, as directed by the Bank's Engineer.

m) The bidders shall offer their all-inclusive rates per quarter, which shall be applicable for an initial period of one year (12 months / 4 quarters), from the date of successful completion of the Defects Liability Period (DLP).

n) Payment towards the 'Comprehensive Annual Maintenance Contract' (CAMC) shall be made on a quarterly basis and Skilled Operator on monthly basis, after satisfactorily providing the service for that period, on submission of the bill, along with required documents, service reports, water testing reports etc., as specified herein.

o) Penalty for delay in rectification of defects / faults during 'Comprehensive Annual Maintenance Contract' (CAMC): Penalty of ₹500/- per day per incidence, with a ceiling of 50% of the annual 'Comprehensive Annual Maintenance Contract' (CAMC) charges, shall be levied by the Bank, if the contractor fails to rectify / repair / reinstate the defect(s) in the system, within the period of 5 days of noticing / reporting the same in writing / over phone by the Bank's Engineer. The penalties shall be recovered from any dues payable to the contractor or by invoking the Performance Bank Guarantee.

p) The successful bidder shall enter into a 'Comprehensive Annual Maintenance Contract' (CAMC) of the system with the Bank, as per the terms & conditions provided herein.

q) The contractor shall be liable to ensure payment of Minimum Wages to the workmen deployed under the scope of this 'Comprehensive Annual Maintenance Contract' (CAMC), as per the 'Minimum Wages' as per the latest notification of the Central Labor Commissioner (CLC) at any point of time.

r) The rates for the 'Comprehensive Annual Maintenance Contract' (CAMC) shall be deemed to include the charges for the obtaining and submitting Workmen Compensation Policy from an approved insurance agency for the workmen to be deployed for carrying out the 'Comprehensive Annual Maintenance Contract (CAMC).

s) The contractor shall be liable for providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal protective equipment's (PPEs), personal hygiene materials etc., and suitable uniform with the name of the contractor inscribed on it at her / his / their cost.

t) The contractor shall also be liable for maintaining a 'logbook' in the plant, indicating therein the details of routine / break-down services done, remedial measures taken etc., during their visits to the plant and submit the same to the Premises Section of the Bank on a weekly basis and during inspections of the Bank's officials, for verification. The contractor shall also be liable for preparing and submitting detailed reports of routine / break-down services done, remedial measures taken etc., during their visits to the plant.

u) **Renewal:** The 'Comprehensive Annual Maintenance Contract (CAMC) & Skilled Operator

may be awarded for an initial period, from the date of successful completion of the Defect Liability Period (DLP) to March 31, of that calendar year and may be annually renewed (from April 01 to March 31) for a total period of 6 years or more, after the initial period, at the discretion of the Bank, from the date of date of successful completion of the Defect Liability Period (DLP). While renewing 'Comprehensive Annual Maintenance Contract (CAMC) & Skilled Operator, the new contract amount will be arrived at based on the formula provided in Special Condition 22 of the contract (SC-22) in Part I of the tender.

5.2 Mode of measurement

The entire scope of work / service specified under this item shall be considered as one job as Lumpsum basis for providing the service specified under the item for one year, which shall be paid to the contractor in 4 equal, quarterly installments, as per terms of payment stipulated herein under Clauses of the Contract (COTC)/ Schedule of Quantity.

6 Annual Service Contract (ASC) for day-to-day operations, maintenance, and upkeep of the Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc., and immediate surroundings.

6.1 Scope of work under the item:

The scope of service under this item is for an 'Annual Service Contract' (ASC) for day-to-day operations, maintenance, and upkeep of the STP & its allied equipment / installations, installed / erected as per item No. 1 & 2 in the Schedule of Quantities (SOQ) of the tender, and their immediate surroundings, comprising the following, for a period of 8 years, from the date of virtual completion of the work or handing over of the same, in their operational / serviceable conditions to the Bank (commissioning of the plant), whichever is later.

a) The contractor shall be liable for entering in to and Annual Service Contract (ASC), for deploying an experienced technician(s) who has passed out of a state / central government approved ITI / Diploma / Degree college and possessing Certificate / Diploma / Degree in Mechanical / Instrumentation Engineering and a minimum working experience of 2 years in the relevant field and well-versed & capable to do the operations and maintenance of the MBR type STP & its allied equipment / installations, on a daily basis between 9.30 Hrs to 17.30 Hrs (including deploying a substitute on the weekly-off days and in the absence of the regular technician) throughout the year, for a period of 8 years, from the date of virtual completion of the work or handing over of the same, in their operational / serviceable conditions to the Bank (commissioning of the plant), whichever is later. The technician so deployed should be liable for the day-to-day operations, maintenance, upkeep, and cleanliness of the MBR type STP & its allied equipment / installations, plant area and its surroundings and real-time reporting of any breakdown / malfunctioning of the STP or & its allied equipment / installations to the authorized officials of the Bank and the contractor, for remedial measures / repairs / servicing. The technician shall also be liable for maintaining a 'logbook' in the plant, indicating therein the details of day-to-day operations / maintenance, break-down if any, remedial measures taken etc., daily and submit the same to the Premises Section of the Bank on a weekly basis and during inspections of the Bank's officials, for verification. Shifting the de-watered sludge,

generated from the STP and stacking the at designated location(s) within the colony premises, for its use as manure shall also be the liability of the technician. The technician shall also be liable for maintaining the STP & its allied equipment / installations, accessories etc., as per the guidelines of the Kerala State Pollution Control Board (KSPCB) / Kochi Metropolitan Water Supply and Sewerage Board (KMWSSB) and any other statutory body in force at any point of time. He shall, check / test the quality of the treated sewage (both treated water and dewatered sludge output) to ensure that all the parameters of the treated sewage (both treated water and dewatered sludge output), shall be within the permissible limits as per the stipulations of Kerala State Pollution Control Board (KSPCB) / Kochi Metropolitan Water Supply and Sewerage Board (KMWSSB) and any other statutory body in force at any point of time.

b) Any charges / penalties levied by such statutory bodies, on account of non-compliance of such stipulations / requirements shall be paid by the contractor on behalf of the Bank, failing which the Bank shall pay the same and debit the same along with additional penalties as it may deem fit.

c) The contractor shall be liable for providing required types and quantities of cleaning materials, tools, consumables, safety accessories, personal hygiene materials etc., and suitable uniform with the name of the contractor inscribed on it at her / his / their cost.

d) The bidders shall offer their all-inclusive rates per month, which shall be applicable for an initial period of one year (12 months) from the date of virtual completion of the work or handing over the STP & its allied equipment / installations, accessories etc., in their operational / serviceable conditions to the Bank (commissioning of the plant), whichever is later.

e) The successful bidder shall enter into an agreement the 'Annual Service Contract' (ASC) of the system with the Bank, as per the terms & conditions provided herein.

f) The contractor shall be liable to ensure payment of Minimum Wages to the technician(s) deployed under the scope of this 'Comprehensive Annual Maintenance & Service Contract' (CAMSC), as per the 'Minimum Wages' as per the latest notification of the Central Labor Commissioner (CLC) at any point of time.

g) The rates for the 'Annual Service Contract' (ASC) shall be deemed to include the charges for the obtaining, submitting, and maintaining a Workmen Compensation Policy (WCP), valid for the contract period, from an approved insurance agency, for the workmen to be deployed for carrying out the 'Annual Service Contract' (ASC).

h) **Renewal:** The 'Annual Service Contract' (ASC) may be awarded for an initial period, from the date of virtual completion of the work or handing over the STP & its allied equipment / installations, accessories etc., in their operational / serviceable conditions to the Bank (commissioning of the plant), whichever is later, to March 31 of that year and may be annually renewed (from April 01 to March 31) for a total period of 7 years or more at the discretion of the Bank, from the date of virtual completion of the work or handing over the STP & its allied equipment / installations, accessories etc., in their operational / serviceable conditions to the Bank (commissioning of the plant), whichever is later. While renewing 'Annual Service

Contract' (ASC), the new contract amount will be arrived at based on the formula provided in Special Condition 22 of the contract (SC-22) in Part I of the tender.

b) Mode of Measurement.

The entire scope of work / service specified under this item shall be considered as one job as Lumpsum basis for providing the service specified under the item for one year, which shall be paid to the contractor in 12 equal, monthly installments, as per terms of payment stipulated herein under Clauses of the Contract (COTC)/ Schedule of Quantities.

Signature of Bidder with stamp

Date:

SECTION VII

SCHEDULES (A to H)

Schedule - A

Notes for Schedule of Quantities

1.	The Schedule of Quantities shall be read in conjunction with the specifications, tender drawings and bid documents. The contractor shall not rely merely on the description given in the Schedule of Quantities.																						
2.	Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for bidding. The actual quantities of work shall be ordered by Employer / Bank as shown on the final drawings released for design, supply, installation, commissioning, and testing of MBR technology sewage treatment plant. No claim shall be entertained from contractor if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. 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.	<p>The bidders shall fill their rates online (e-tender) for all the items for the specified quantities indicated in Schedule of Quantity.</p> <p>Bidders are requested to quote rates without G.S.T. on 'Works Contract' and the same will be added automatically by the system. Thus, the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.</p>																						
4.	Rates shall be quoted in Indian Rupees only.																						
5.	Rates shall be submitted for all items, and they shall be firm for the entire duration of the contract and any approved extended period as per specifications.																						
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 wherever applicable or otherwise at such rates and prices as may be fixed within the terms of the contract.																						
7.	Bidders 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.																						
8.	<p>Abbreviations used are as under:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>i)</td><td>No.</td><td>Number.</td></tr> <tr> <td>ii)</td><td>Cu m</td><td>Cubic metre.</td></tr> <tr> <td>iii)</td><td>Sq m</td><td>Square metre.</td></tr> <tr> <td>iv)</td><td>Rm. / M</td><td>Metre.</td></tr> <tr> <td>v)</td><td>L.S</td><td>Lump sum.</td></tr> <tr> <td>vi)</td><td>MT.</td><td>Metric tonne.</td></tr> <tr> <td>vii)</td><td>Kg.</td><td>Kilogram.</td></tr> </table>		i)	No.	Number.	ii)	Cu m	Cubic metre.	iii)	Sq m	Square metre.	iv)	Rm. / M	Metre.	v)	L.S	Lump sum.	vi)	MT.	Metric tonne.	vii)	Kg.	Kilogram.
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vi)	MT.	Metric tonne.																					
vii)	Kg.	Kilogram.																					

Schedule - B

Material Testing and Quality Assurance Plan.

Contractor shall submit the detailed material testing and quality control plan as per the relevant IS codes and standards covering the entire scope of work as per schedule of quantity and specifications, drawings and designs on approval from Engineer-in-charge same shall be followed while executing the work within the cost quoted.

Schedule - C

SAFETY CODE.

1. There shall be maintained in a readily place First Aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable, strong, free standing double scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The entry passes for workmen shall be taken in advance before the date of expiry after submission of valid Govt. ID proof. Quoted rates for all items shall include lead and lift of materials to terrace of the buildings. All material shall be lifted through staircase of the buildings. Staircase area shall need to be kept clean after closing of day-to-day work.
6. Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe and shall be removed to the satisfaction of Bank's Engineer.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
9. Safety belts shall be provided by the contractor and used by the workmen while working from height of more than 3 meter from ground level.
10. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
11. (i) No paint containing lead products shall be used except in the form of paste or readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
13. Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.

14. The ropes used in hosting or lowering material or as means of supervision shall be of durable quality and adequate strength and free from defects.
15. Additional safety net is to be providing to cover the external work and to avoid any injury to the occupants of the building.

FIRE SAFETY CODE

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3/7 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e., welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug, etc., depending upon the requirement of the work shall be provided by the Contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the Contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site, and stored at the designated place in proper manner.
16. Any debris generated from the work shall be collected on daily basis, removed from site, and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the Contractor to the workmen while working beyond office hours.

Schedule - D

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

Sl. No.	Description of the document.	Remarks.
1.	Contract agreement.	Certified true copies of the contracts.
2.	Drawings/ schematic	Certified
3.	Work programme chart.	Showing latest 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.
5.	Material at site register.	To record the material received and issued by on daily basis by the contractor.
6.	Labor report and Daily Progress Report (DPR).	To record the labor and DPR by the contractor as applicable.
7.	Test reports / certificates for materials / equipment.	To maintain record of test reports / certificates received from manufacturers as applicable.
8.	Measurement book.	To record measurements of works.
9.	Progress review reports along with progress photographs.	If applicable.
10.	File and register for extra / variation order.	To maintain record of extra / variation items.
11.	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.
12.	Logbook of defects.	To record defects noticed during inspection.

Schedule E

Section III - General Rules and Instructions to Bidders (including prequalification criteria) Information

Bids in Two Bids System	3	Tender Inviting Authority General Manager (O-i-C) Reserve Bank of India Premises Section, Kochi-682018 E Mail id : estatekochi@rbi.org.in
		Name of the Work: Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi
		Estimated cost of work: ₹41 Lakh
	3, 15	Due Date and Time for submission of e-Tender/ April 25, 2025, up to 15:00 hrs.
		Tender submission mode: e-Tender
e-Tender truncation (or transaction) fee	5(ii)	e-Tender transaction fee shall be paid in the MSTC Website as applicable, as detailed in Schedule H.
Earnest Money Deposit (EMD)	5(iii) and 12	EMD of ₹82,000 (Eighty-two thousand only) in the form of NEFT or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tender inviting authority on or before the due date April 25, 2025 and up to 15:00 hrs EMD can also be remitted to Reserve Bank of India Account of on or before 15:00 hrs of April 25, 2025 The account details for NEFT transactions are as under: Beneficiary Name: KOCHI ESTATE IFSC: RBIS0KCPA01 ('0' is Zero at both places) Account No: 186003001 Proof of remittance indicating transaction number and other details (scanned copy) shall be uploaded on Bank's approved e-tender portal along with other tender documents and the same shall also be sent via email to estatekochi@rbi.org.in
Clarifications and pre-Bid Meeting	6	Date and Time of Pre-Bid Meeting - April 08, 2025 at 16:00 hrs . Venue - Reserve Bank of India, Premises Section, Kochi, Kerala-682018
Opening of Bids	17	Date of opening of tenders/bids (Part-I) - April 25, 2025, at 16:00 hrs on e-Tender mode.

Bid validity	18	Bid validity – Three Months
Time for Completion of work	24	Time allowed to complete the work: 3 months (90 days) from the 10 th day of written work order.

Schedule F

General Conditions of the Contract (Section IV) – Information

Definitions		
	2.	
	i)	Name of the Work - Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi.
	iii)	Employer – General Manager (O-i-C) Reserve Bank of India Premises Section, Kochi, Kerala-682018
	xiii)	The Engineer-in-charge: GM (Tech) / Manager (Tech) / AM (Tech) / JE(Tech-Civil), Reserve Bank of India, Premises Section, Kochi, Kerala-682018.
	xxii)	The percentage mentioned covers all overheads and profits - 15%
Discrepancies and Adjustment of Errors (order of preference)	8.2	The Competent Authority: General Manager (O-i-C) Reserve Bank of India Premises Section, Kochi, Kerala-682018
		CLAUSES OF CONTRACT
Performance Guarantee	CLAUSE 1	
	(i)	Time allowed for submission of Performance Guarantee from the date of award of work - 14 days
		Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (i) above without penalty - 7 days
		Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (ii) above with late fee @ 0.1% of the amount of Performance Guarantee per day - 7 days
	CLAUSE 1 A	
Recovery of Security Deposit	Retention percentage – 5% from every bill subject to 5% of the contract price	
	CLAUSE 2	
Compensation for Delay	Authority for fixing compensation under clause 2: General Manager (O-i-C) Reserve Bank of India Premises Section, Kochi, Kerala-682018	

	(i)	Compensation at the rate of 0.25% of the accepted contract amount per week, subject to maximum of 10% of the accepted contract amount.
	(ii)	Not applicable
	CLAUSE 5	
Time and Extension for Delay	Date of commencement: 10 th day of the date of award of work Time allowed for completion of work: 3 months (90 days) from the date of commencement.	
	(i)	Recovery is Not Applicable
	5.3, 5.4	General Manager (O-i-C) Reserve Bank of India Premises Section, Kochi, Kerala-682018.
	CLAUSE 6 or CLAUSE 6A	
Measurements of Work Done	Clause applicable – 6A	
	CLAUSE 7	
Payment on Interim Certificate to be Regarded as Advances		<p>The payment for the works to be carried out under this contract shall be made as follows, subject deductions as per terms & conditions in the tender and statutes.</p> <p>1) 40% of the quoted rates for item No. 1 in the Schedule of Quantities (SOQ) of the tender may be released on submission of the I Running Account Bill by the contractor, along with the following documents after supplying the equipment / machinery / components / parts / spares / accessories / consumables / materials etc., required for successful installation / erection of the respective items, including those items required for maintenance, to the site in good / serviceable / operational conditions.</p> <p>a) Manufacturer's inspection and test certificates, if any.</p> <p>b) Contractor's undertaking on a ₹100/- value non-judicial stamp paper, that all the equipment / machinery / components / parts / spares / accessories / consumables / materials etc., required for successful installation / erection of the respective items, including those items required for maintenance, have been received at site in good conditions and if any shortfall is noticed during installation, testing & commissioning of the system they would be supplied without causing delay to the work, at the risk and cost of the contractor.</p>

		<p>c) Insurance Policies, as stipulated in the tender.</p> <p>2) Balance 60% of the quoted rates for item No. 1 of the Schedule of Quantities (SOQ) of the tender may be released, on submission of the II Running Account/Final Bill by the contractor, after successful erection / installation, testing and commissioning of the STP & its allied equipment / installations, accessories etc. and handing over the same to the Bank in their operational/ serviceable conditions, obtaining necessary approval(s). if any from the Kerala State Pollution Control Board (KSPCB) / Kochi Metropolitan Water Supply and Sewerage Board (KMWSSB) and submitting the same to the Bank & submission of Performance Bank Guarantee.</p> <p>3) Payment towards 'Comprehensive Annual Maintenance & Service Contract' (CAMSC) under item No. 2 of the Schedule of Quantities (SOQ) of the tender may be made of a quarterly basis, on submission of the bills by the contractor, after successfully providing the service for the previous quarter along with necessary documents such as service reports, test reports of raw and treated sewage (both permeate and dewatered sludge), copies of Workmen Compensation Policy (WCP), documents copies of documents in support of subscription towards ESI, PF, etc. for the manpower deployed for the 'Comprehensive Annual Maintenance & Service Contract' (CAMSC).</p> <p>4) Payment towards 'Annual Service Contract' (ASC) under item No. 3 of the Schedule of Quantities (SOQ) of the tender may be made of a monthly basis, on submission of the bills by the contractor, after successfully providing the service for the previous month along with necessary documents such as service reports, test reports of raw and treated sewage (both permeate and dewatered sludge), copies of Workmen Compensation Policy (WCP), documents copies of documents in support of subscription towards ESI, PF, etc. for the manpower/skilled operator deployed for the 'Annual Service Contract' (ASC).</p>
		Retention percentage for Interim Certificates - 5% from every bill
		Total Retention Money - 5% of the Contract Price plus 5% Performance Bank Guarantee.
		Retention period for the Retention Money - up to successful completion of Defects Liability Period (DLP)

		Installment due after Completion - Performance Bank Guarantee submitted by contractor towards Performance
		Period of honoring interim certificates-1 month from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract.
	CLAUSE 11 A	
Action in case Work not done as per Specifications	Authority for accepting reduced rate: General Manager (O-i-C) Reserve Bank of India Premises Section, Kochi, Kerala-682018.	
	CLAUSE 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	
Deviation - Deviated Quantities and Pricing		
	CLAUSE 17	
Contractor Liable for Damages, defects during defect liability period	Defects Liability Period - 12 months from the date of completion and handing over the Completion Certificate to the Employer Competent Authority for deciding reduced rates: General Manager (O-i-C) Reserve Bank of India Premises Section, Kochi, Kerala-682018.	
	CLAUSE 25	
Settlement of Disputes & Arbitration	Competent Authority for referring to the dispute: General Manager (O-i-C) Reserve Bank of India Premises Section, Kochi, Kerala-682018 Place of Arbitration - Kochi, Kerala, India	
	CLAUSE 31	
Water and Electric power supply for work and Alternate water supply arrangements	The bank will make available the water and electricity power supply required at one point free of charge. The contractor shall arrange to make arrangement for connection with safety fixtures.	
	CLAUSE 33	
Insurance in	The contractor shall take the following Insurance Policies:	

respect of damages to Persons and Property	1) Contractor's All Risk Policy for the full Contract Value for entire Contract Period 2) Workmen Compensation Policy for all workmen deployed at site 3) Third Party Liability Policy as per the following details: For injury to persons - ₹2 Lakh per person per accident For damage to property - ₹5 Lakh per accident Subject of overall ceiling as per extant Insurance guidelines
	CLAUSE 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 by 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)	1	B.E./ B.Tech./ Diploma (in appropriate field)	2	₹1000/-

Schedule - G

GREEN BUILDING REQUIREMENTS

Reserve Bank of India (RBI) intend to follow Indian Green Building Council (IGBC) norms for Green Interiors space while carrying out the '**Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi**', IGBC Green Existing Building involves complying with the green building specification like using of certain green materials, following of sustainable procedures and certain measures during Renovation / upgradation stage, as spelt out in this document. Accordingly, various parameters related to Green building have been incorporated in the design by the RBI/Employer. The contractor shall ensure to comply the material specifications/ works as per Schedule of Quantities for the respective items and all the work procedures/ processes as specified in this schedule.

The contractor shall ensure that the following facilities for workers are provided.

- (i) First aid and emergency facilities
- (ii) Adequate drinking water facilities
- (iii) Personal protective equipment
- (iv) Dust suppression measures
- (v) Adequate illumination levels in construction work areas

All Repairs / Waterproofing activities over the duration of the project should be sequenced carefully to minimize the impact on the indoor air quality of office building.

Note: The below photographs are given just for reference purpose, they do not refer to any specific brands/makes.



Ducts Wrapped with Plastic to Avoid Dust and Ducts Stored with Properly Wrapped with Plastic Cleaning Prior to Installation



Equipment covered during Construction Phase



Equipment covered during Construction Phase



Segregated Waste Stored on Site – Cement Bags and Scrap area on Site marked with signage



Schedule H

Important instructions for E-Procurement

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

Process of e-Tender:

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

Special Note: The Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/eprchome/rbi

- 1) Vendors are required to register themselves online with www.mstcecommerce.com => e-Procurement => PSU/ Govt. depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e- tender.

Contact person (RBI):

1. Smt Geeta Venugopal, Manager – 0484-2409211-109

2. Shri Rishu V Singh, AM Tech – Civil - 9867720817

Contact person (MSTC Ltd):

1. Shri Santhosh - 8884600700

2. Shri Sushil - 9987758430

3. Ms Archana - 9990673698

Google hangout ID- (for text chat) - mstceproc@gmail.com

The MSTC Helpdesk numbers are: 033 40645207, 033 40609118, 033 40645316, 033-22901004 and 033 22895064. The bidders can also submit their issues vide e-mail at helpdesk@mstcindia.co.in

B) System Requirements:

- (i) Windows 7 or above Operating System.
- (ii) IE-7 and above Internet browser.
- (iii) Signing type Digital Signature
- (iv) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.

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

- Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history / Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools => Internet Options => custom level (Please run IE settings from the page www.mstcecommerce.com once) The ‘Techno-Commercial Bid’ and the ‘Price Bid’ shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on 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.

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. **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.

Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-Tender:

- a) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- b) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website www.mstcecommerce.com => e-procurement => PSU / Govt. depts. => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f) Pages of Part I (Techno-Commercial Bid) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed, and uploaded. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also 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 the work.
- 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, without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender. 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.

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.

Vendors are requested to quote rates without GST on 'Works Contract' and the same may be explicitly indicated in the column/ row specifically meant for that. No Change in quoted rates will be accepted.

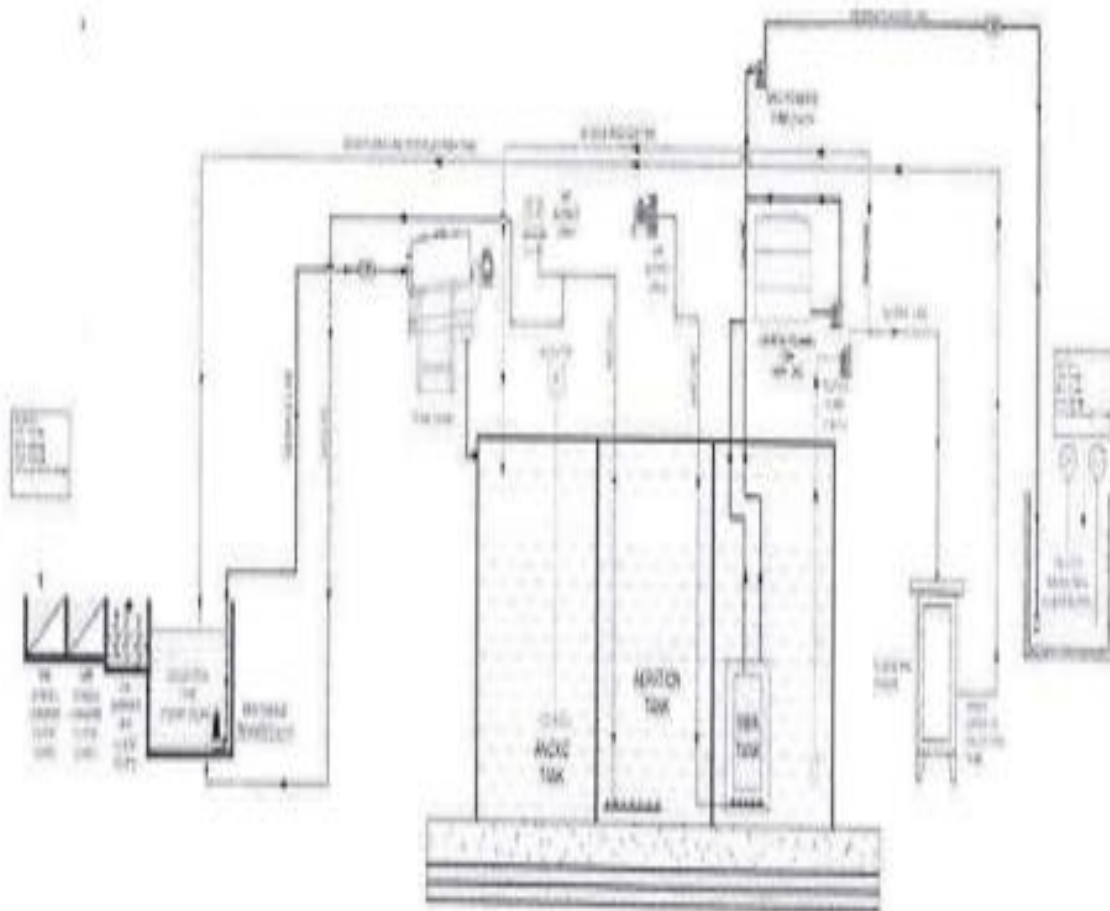
Important Note

In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each item given in the schedule of quantities and other specifications/terms and conditions given in this tender document. For execution and rate purpose, the details given in schedule of quantities in this tender document will be implemented.

SECTION - VIII

DRAWINGS

PROPOSED MBR TECHNOLOGY SEWAGE TREATMENT PLANT



Drawing No. 1 of 2

Layout showing proposed location of STP

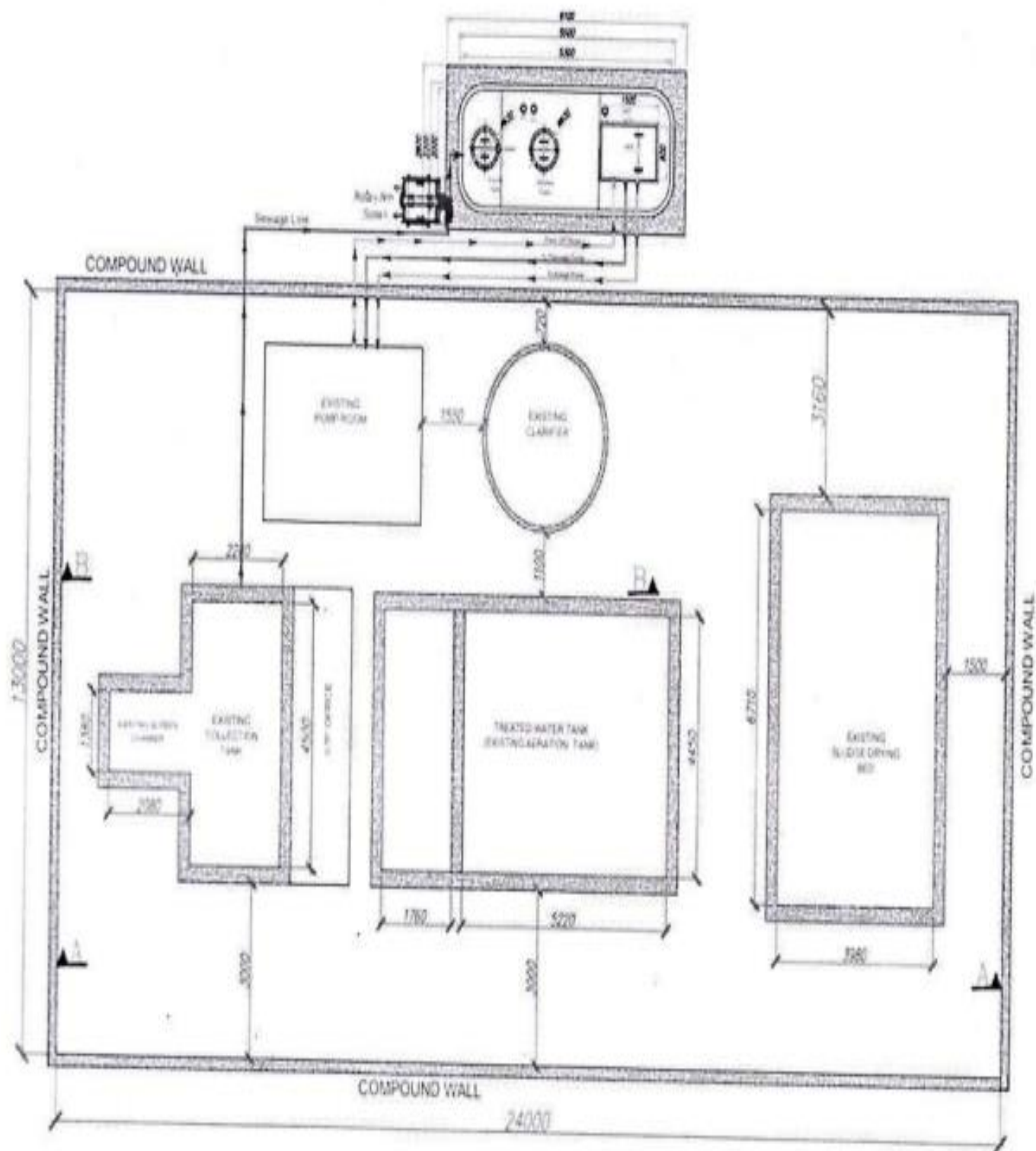


Fig. Layout showing proposed location for STP

SECTION - IX

ANNEXURES TO VARIOUS SECTIONS AND SCHEDULES

Annexure 1

<u>Pre-qualification / Eligibility Criteria forms</u>		
<u>Format 1</u>		
<u>Basic Information</u>		
1 (a)	Name of the Contractor / firm.	
2.	Details of registration of the firm: whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc., or MSME Registration etc., (upload the relevant documents in support thereof).	
2 (a)	Whether Original Equipment Manufacturer Or	
2 (b)	Authorised dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority
2 (c)	Name of the proprietor or Partners / directors of the organization / firm.	
2 (d)	List of Technical personnel may be as per format 1A and uploaded.	
3 (a)	Registered Address.	
3 (b)	Address for correspondence.	
4 (a)	Contact person.	
4 (b)	Designation.	
4 (c)	Telephone No.	
4 (d)	Mobile No.	
4 (e)	FAX / Tele-fax:	
4 (f)	e-mail id.	
5 (a)	(i). GST Registration details and No. (ii). PAN No. (Upload relevant documents)	

5 (b)	Details of registration of labor, ESI, EPF if any.	
5 (c)	Whether registered with Govt. / semi-Govt. / municipal corporation or any other public organizations.	
6	Number of years of experience of contractor / Firm of contractor in the field. (Upload relevant documents as per Format 2).	
7	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Bank's proposed work.:	
8	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof.	
9	Has the agency or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the project and reasons for abandonment.	
10	Has the agency or any constituent partner in case of partnership firm, ever been debarred / black-listed for competing in any organization at any time? If so, give details	
11	Has the agency or any constituent partner in case of partnership firm, ever been convicted?	
12.	Whether the agency is involved in frequent civil suit / litigations in the contracts / being executed now or any court cases pending in which the bidder is a party. If yes, please furnish the details in proforma given below.	Yes / No.

Sl. No.	Name of the project and Employer.	Nature of work.	Work order No and Date.	Present stage of work.	Value of contract.	Brief details of litigation.
1.	2.	3.	4.	5.	6.	7.

Place:

Signature of bidder:

Date:

Address & seal:

List of Technical Personnel, Giving Details about their Technical Qualifications, Experience including that in RBI.

Sl. No.	Name.	Age.	Qualifications.	Construction experience.	Nature of works handled.	Name of similar works handled	Date from which employed in your organisation.	Indicate special experience (if any) such as Advanced Construction management techniques like CPM/PERT and indicate projects in which such techniques were employed if any.
1.	2.	3.	4.	5.	6.	7.	8.	9.

Place:

Signature of bidder:

Date:

Address & seal:

PREVIOUS WORK EXPERIENCE
List of important similar works executed by the contractor / firm
(Works completed before December 01, 2023).

Sl. No.	Name of similar work and location	Nature of work involved in the contract (e.g. Installation / DSITC of STP etc.,).	Name of the owner/ client. Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete or contract was terminated from either side?	Litigation/ Arbitration, if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of the work (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1	2	3	4.	5 a	5 b	6a	6b	6c	7	8	9	10

Note:

- Details to be furnished along with relevant documents and shall be uploaded along with Part I..
- This work list is for reckoning minimum 5-year experience as specified in Sl. No B of Minimum Pre-Qualification document.

Signature of the bidder with seal

List of important similar works 'in hand'.

Sl no	Name of the work and location	Nature of work involved in the contract (e.g. Installation / DSITC of STP etc.,).	Name of the owner/ client Whether Government or Semi-Government or Private Body with full postal address.	Contract Amount in ₹	Completion Period		Present stage of work with reasons if the work is getting delayed	Any other relevant information
					Stipulated	Expected		
1	2	3	4	5	6(a)	6(b)	7	8

Signature of the bidder with seal

Details of similar eligible work(s) (qualifying) completed during last five years ending December 31, 2024, from January 01, 2020
[Work(s) costing above the minimum value specified in pre-qualification criteria].

Sl. No.	Name of similar work and location	Nature of work involved in the contract (e.g. Installation / DSITC of STP etc.,).	Name of the owner/ client Also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile No.), Fax No. of the contact executive (the person of bidders client who can be contacted by the Bank in case it is so needed).	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete or contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
					Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1	2	3	4	5	6 a	6b	7a	7b	7c	8	9	10	11

Note:

1. This list of work is for each qualifying works as specified in Sl. No. C of Minimum Pre-qualification criteria.
2. For each of the qualifying works, client certificate as per Format 3A shall be uploaded.

Signature of the bidder with seal

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR (On Client's Letter Head)

Name & address of the Client :

Details of Works executed by Shri /M/s :

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

d) Mobilization of manpower	:	Outstanding/ Very Good/ Good/ Satisfactory/ Poor
e) General behavior	:	Outstanding/ Very Good/ Good/ Satisfactory/ Poor

Signature of the Reporting Officer* with Office seal

Note: (i) All columns should be filled in properly

- (ii) * Clients Report/certificate (a) for each of qualifying similar completed 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 (b) for each of the qualifying similar completed works carried out for Private companies shall accompany Tax deduction at source, TDS certificate has to be submitted for proving the credentials/contract amount.

FINANCIAL INFORMATION

Sr.no.	Details	Financial Year		
		2021-2022	2022-2023	2023-2024
		₹ in lakh.	₹ in lakh.	₹ in lakh.
1	Gross Annual financial turn over certified by Chartered Accountant.			
2	Profit / Loss			

Note:

- i. Statement shall be supported by figures in balance sheet/ profit & loss account with copies of audited annual financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant. 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, as a proof of creditworthiness.
- ii. Upload supporting documents.

Signature of the bidder with seal

**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head)**

To

**Shri T.V Rao
General Manager (O-i-C)
Premises Section,
Reserve Bank of India,
Kochi, Kerala-682018**

This is to certify that to the best of our knowledge and information M/s. /Shri..... a customer of our Bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹.....(Rupees). This certificate is issued without any guarantee or liability on the Bank or any of its office ₹

For the Bank with Name, Designation & Seal

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.

Details of bidder's Banker

1	Name and full Address of the Banker	
2	<p>Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc.</p> <p>(The person can be contacted at the office of their Banker by the Bank in case it is needed.)</p>	

Signature of the bidder with seal

Draft Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Central Office, Shahid Bhagat Singh Marg, Fort, Mumbai-400001, having its Central Office at Shahid Bhagat Singh Marg, Fort, 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 carrying out the work of **'Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi'** and has caused drawings and specifications describing the works to be done.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3. The term 'Architect' in the said conditions shall mean 'In-House Architect' for the purpose of architectural planning & designing etc. of the Renovation works under this contract.
3. The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions, and stipulations of the contract.
- (a)
4. The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. The agreement and documents mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of **'Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi'** to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and probable quantities or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within **3 months** subject nevertheless to the provisions for extension of time.
10. All payments by the Employer under this Contract will be made only at Kochi.

11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kochi and only courts in Kochi shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Engineer-in-charge-in-Charge.
13. The Contractor shall not disclose directly or indirectly any information, materials, and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

The Contractor's obligations with respect to non-disclosure and confidentiality will survive 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 the day and year first hereinabove written.

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

If the contractor is a partnership or an individual.

If the contractor is a company.

Signature Clause

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

(Name and designation)

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

THE COMMON SEAL OF

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

(1)

(2)

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

(1)

(2)

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

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

SIGNED AND DELIVERED BY the
Contractor by the hand of Shri
_____ and
duly constituted attorney.

If the Contractor is
signing by hand of power
of Attorney, whether a
company or individual.

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID
SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

**Shri T.V Rao
General Manager (O-i-C)
Premises Section,
Reserve Bank of India,
Kochi, Kerala-682018**

Dear Sir,

Name of Work: 'Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi.

Ref.: NIT/Advt.No. _____ date _____

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called 'the said tender') on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹ _____ (Rupees _____ only) as Earnest Money Deposit (EMD).

M/s. (Name of the tenderer / bidder) _____, (hereinafter called as 'the tenderer / bidder'), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹ _____ (Rupees _____ only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

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

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 RBI, pay without demur to the RBI, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money 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 ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI 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 ₹ _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only) .
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (four months from the last date of submission of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this

guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorized Official (with seal)

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

PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

**Shri T.V Rao
General Manager (O-i-C)
Premises Section,
Reserve Bank of India,
Kochi, Kerala-682018**

Dear Sir,

Name of Work: Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi

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

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

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –
- f) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).
- g) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only).
- h) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- i) This guarantee shall remain in force up to (30 days beyond the work completion period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- j) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----
----- day of ----- (Month) **2024/25** being herewith duly authorized.

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

.....

.....

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

Shri T.V Rao

General Manager (O-i-C)

Premises Section,

Reserve Bank of India,

Kochi, Kerala-682018

Dear Sir/Madam,

Name of Work: Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi.

We..... (Name of the bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the 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/(s) of the bidder

Name/(s)

Stamp/Seal of the bidder

Note: 1) Power of Attorney should be properly stamped and notarized
2)Power of Attorney furnished by Contractor shall be irrevocable.

Proforma for providing input for NEFT Payment
RTGS/NEFT/ECS - MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

[illegible]

2. Supplier's / Vendor's Name as per Bank Records:

[illegible]

3A. Supplier's Code

--	--	--	--	--

3B. Supplier's PAN Number: #

[illegible]

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008, hence ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Door No.								Street:										
Location:								District:										
City:								State:						PIN:				

5. Supplier's / Vendor's E-mail ID:

[illegible]

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

[illegible]

7. Name of the Bank:

[illegible]

8. Bank (Branch) Postal Address:

[illegible]

9. RTGS*/NEFT /MICR- Code of the Branch:**

[illegible]

RTGS* - 'Real Time Gross Settlement', NEFT** - 'National Electronic Fund Transfer'.

MICR-'magnetic Ink Recognition Character These 'IFSC' Codes are unique numbers of each Branch - 'Indian Financial Services Code'. For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Savings Bank account		Cash Credit Account		Current Account	
----------------------	--	---------------------	--	-----------------	--

11. Bank Account Number of the Supplier: ©

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL liable.

Date: **Supplier's Seal** **Authorized Signature of the Supplier**

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: **Bank's Stamp** **Authorized Signature of the Officer of the Bank**

Proforma for Indemnifying the Employer against Contract labor
Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To

Shri T.V Rao
General Manager (O-i-C)
Premises Section,
Reserve Bank of India,
Kochi, Kerala-682018

Dear Sir/Madam

Name of the work: Name of Work: Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi.

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labor and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e., Reserve Bank of India, against payments to be made to the contract labor and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____

-

Authorised signatory.

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

**Shri T.V Rao
General Manager (O-i-C)
Premises Section,
Reserve Bank of India,
Kochi, Kerala-682018**

Dear Sir/Madam

Name of Work: Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi.

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India 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 ourselves pay any royalties, licence 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, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we 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.

Yours faithfully,

For _____

-

Authorised signatory.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

FORMAT OF MEASUREMENT BOOK

M.B.No. _____

Page
No. _____

Tender Item No./ Tender Page No.	Full Description of item of work	Measurements				Quantity
		No.	L	B	D/H	

Abstract of cost for Running/Final Bill**Running Bill, No:**

M.B. No. _____

Page No. _____

Serial No.	Tender Item No.	Description	Quantity	Rate ₹	Unit	Amount ₹
1	2	3	4	5	6	7

Proforma of undertaking to be submitted by the contractor regarding the manufacture's / supplier's obligation to extend uninterrupted after sales service to RBI for electromechanical and core technology components used in STP.

(To be submitted by the bidder)

Name of Work: Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi.

We (Full name of the bidder with address), the supplier / manufacture of Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc. (including electromechanical and core technology components) undertake to provide continued after sales service including but not restricted to the following services.

- i) To guarantee uninterrupted supply of spare parts throughout the designed life of Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc. The designed life of Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc. shall be as indicated elsewhere in the technical bid.
- ii) To assist RBI in investigation of failure / malfunctioning of any part or system as and when called for by RBI during and after defects liability period.
- iii) We shall propose with cost estimate, any modification / up gradation of any features, design modification / improvements to be incorporated in the Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc. and subsequent to completion of the contract and suggest a time schedule to implement the same to enhance performance, reliability / life of the Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc.
- iv) We hereby undertake to provide the above services and respond to RBI's queries/requests in reasonable time notified by RBI during the design life of the Sewage Treatment Plant (STP), its allied equipment / installations, accessories etc.
- v) Any breach of above undertaking will entail RBI to take any or all actions mentioned below as deemed fit by RBI.
 - a) To place on record the performance of firm either in the RBI website or other publications.
 - b) Intimate the Regulatory Authorities / bodies or other Banks.

c) Restrict the firm's participation in further Tendering in RBI.

Date: (Name and address of the company with Company Seal)

Note: This undertaking shall be furnished by the manufacturer of Electromechanical and core technology components. In case the manufacturers of these two items are different, separate undertakings must be furnished by the respective manufacturer.

Proforma of undertaking for product & maintenance support.

(To be submitted by the bidder)

Name of Work: Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi.

Pursuant to a contract awarded by Reserve Bank of India for the full scope of work as contained under the e-Tender document for the above-mentioned work or part thereof, We (Full name of the bidder with address), hereby undertake the complete responsibility for providing full product support and also maintenance support for the entire period of the designed life of the equipment so supplied and installed by us, promptly and expeditiously.

Further, in case any of the component(s), materials or parts used in the system so provided goes out of production, then we will make available the blueprints, drawings of the spare parts and specifications of materials at no cost to the RBI, as and when required in connection with the equipment to enable the RBI to procure spare parts from other sources.

Thanking You

Yours faithfully,

(Signature of the Contractor / Firm with Company's Seal)

Annexure 11

List of approved makes / brands of materials proposed to be used for the work by the intending bidders, under each item of the work shall be filled in the format given below and uploaded online along with Part I of the tender.

Sl. No.	Material.	Approved make / manufacturer.
1.	Air Blowers: Aeration/ Equilization tanks	FujiMac, Bose, Martin Audio or approved equivalent
2.	Air Blower: MBR Membrane	Everest, Usha Neuros, or approved equivalent
3.	MBR Membrane	Mitsubishi, USA Bluebox or approved equivalent
4.	MBR Permeate Pumps / RAS Pumps	Kirloskar, CG, Siemens, ABB, CRI
5.	Sludge pumps and other pumps	
6.	Dosing Pumps	Edose or approved equivalent
7.	Electrical panel and accessories/components as per IS standards	Siemens, L&T, Schneider, C&S or approved equivalent
8.	Interconnecting pipes and fittings	UPVC - Supreme, Finolex or approved equivalent MS - Tata, Jindal or approved equivalent Valves - Intervolve, BDK Capital or approved equivalent
9.	Magnetic/Liquid Flow Meter	Aster, Forbes Marshall or approved equivalent
10.	Electrical cabling	Polycab, Finolex, RR Kabel
11.	Motors	Crompton, Kirloskar, Siemens, ABB, Groundfos
12.	Gear Box	Radicon, Elicon, Sew or approved equivalent
13.	Pressure Gauge	Forbes Marshall or approved equivalent

Product catalogue / Technical specifications of the equivalent product proposed by the intending bidder, along with test / performance reports (not older than 6 months from the due date for submission of the tender), from a test house / Laboratory approved by the Bank or any other approved government laboratories or approved equivalent international laboratories shall be invariably uploaded along with Part I of the tender.

Date:

Place:

Signature of the bidder

Annexure 12

System Specification, makes of materials as per the design required to be filled by the bidders and also submit the catalogue and leaflet of their product for the proposed MBR technology sewage treatment plant

	Make:	Models	
S.No.	Description	Qty	Technical details with make and model. (Filled by the bidders)
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			
(vii)			
(viii)			
(ix)			
(x)			

6.2	Details of all types of tanks with Capacity: -		
Sr.No	Type of Tank	Dimension	Capacity
1.			
2.			
3.			
4.			
5.			
6.3	Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid		
6.4	Bidder must state categorically whether or not his offer conforms to the specifications given in Section VI and schedule of quantities, specify clearly deviation if any of the tender. Bidder is free to quote better version or to add any better configuration in line with technical specification of Section VI and schedule of quantities.		
	I have /have not enclosed leaflet/brochure of the product and Block diagram of system with inter connectivity of different periphery also		
6.5	I have/ have not visited the site and familiar/ not familiar about the condition of the site.		

Deviations if any:

Signature of Bidder with stamp/Date



**Reserve Bank of India
Premises Section
Kochi**

Request for Proposal

For

**Design, Supply, Installation, Testing and Commissioning of
30Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP)
with Membrane Bio Reactor (MBR) technology at Bank's Officers'
Quarters, Kochi**

Part II: Schedule of Quantities (Price Bid)

	Activity	Date
1	Date of availability of Tender in RBI Website and MSTC Portal	March 18, 2025 after 16:00 hrs
2	Due date for submission of Tender	April 25, 2025, at 15:00 hrs.
3	Date of opening of Tender	April 25, 2025, at 16:00 hrs.

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**RESERVE BANK OF INDIA
PREMISES SECTION
KOCHI**

Name of work: Design, Supply, Installation, Testing and Commissioning of 30 Kilolitres per Day (KLD) capacity Sewage Treatment Plant (STP) with Membrane Bio Reactor (MBR) technology at Bank's Officers' Quarters, Kochi

Part II: Schedule of Quantities (Price Bid)

Item No	Description of work	Quantity	Unit	Rate in ₹	Amount in ₹
1	Capital Cost: Design, supply, installation, testing and commissioning of 30 KLD capacity Membrane Bio Reactor (MBR) technology type Sewerage Treatment Plant (STP) including obtaining all applicable statutory permissions / approvals, Consent to Operate (CTO) certificate, excluding civil work foundation, existing tanks including allied equipment, fixtures and parts for making fully functional and operative as per specifications and details in technical bid.	1 Job	Lumpsum		
Sub Total (in ₹)					
Add GST @ 18% on Sub Total					
Total Amount (C)					

Item No	Description of work	Quantity	Unit	Rate in ₹	Amount in ₹
2	Comprehensive Annual Maintenance Contract: Charges for comprehensive, all inclusive, annual maintenance service contract of the above STP system as per the scope, terms and conditions mentioned in the Part-I of tender, This shall be applicable after Defect Liability Period of one year for a period of 7 years as per the terms and	1 year	Lumpsum per annum		

Item No	Description of work	Quantity	Unit	Rate in ₹	Amount in ₹
	conditions of the tender.				
Sub Total (in ₹)					
Add GST @ 18% on Sub Total					
Total Amount (A)					

Item No	Description of work	Quantity	Unit	Rate in ₹	Amount in ₹
3	Annual Service Charges for providing Skilled Personnel for operating the STP as per the scope, terms and conditions mentioned in Part-I of the tender. The charges shall be applicable after commission and handing over of the plant and deputing the skilled personnel at site.	1 year	Lumpsum per annum		
Sub Total (in ₹)					
Add GST @ 18% on Sub Total					
Total Amount (R)					

Note:

Bids shall be evaluated based on Total Cost of Ownership (TCO) comprising of Capital Cost (C), Net Present Value (NPV) of Comprehensive Annual Maintenance Contract (CAMC) charges for a period of 7 years after DLP and Annual Service Contract (ASC) charges for a period of 8 years from the date of commissioning, as per tender Clause No. 19 (v) of Section - III: General rules and Instruction to bidders of Part-I of the tender.

Name of the Contractor:

Digital Signature