



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

मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक गुवाहाटी में वीआरएफ/वीआरवी सिस्टम की आपूर्ति,
स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी)

ई-निविदा नं: आर.बी.आई/गुवाहाटी/संपदा/3/23-24/ईटी/30

निविदा सूचना

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

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

1. कुल अनुमानित लागत: ₹34,40,658/-
2. कुल बयाना: ₹68,813/-
3. इवेंट का प्रकाशन- दिनांक और समय: 11.04.2024 को 11:00 बजे से।
4. बोली प्रारंभ होने की दिनांक और समय: 11.04.2024 को 11:00 बजे से।
5. बोली-पूर्व बैठक: 18.04.2024 को 11:00 बजे से बैंक मुख्य कार्यालय भवन में।
6. बोली बंद होने की दिनांक और समय: 02.05.2024 को 14:00 बजे।
7. बोली (भाग-I) खोलने की दिनांक और समय: 02.05.2024 को 15:00 बजे से।

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

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

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
उत्तर पूर्वी राज्य



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

***Supply, Installation, Testing and Commissioning (SITC) of VRF /VRV System at
Bank's Main Office Premises, Reserve Bank of India, Guwahati***

NOTICE INVITING e-TENDER

Reserve Bank of India invites online open e-tenders from Original Equipment Manufacturers or their authorized Channel partners / integrators for the captioned work. Online e-Tenders will be available to view / download for all firms from Bank's website (www.rbi.org.in) and from MSTC e-portal from 11:00 AM on April 11, 2024.

2. The e-tender is to be submitted through the MSTC New Common Portal. The work is estimated to cost **₹34,40,658/-** and the entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 60 days from the 14th day of date of issue of work order.

3. Only those contractors who have minimum 5 years' experience (**till March 31, 2024**) in the field of undertaking similar works (SITC of VRF system) in Data Centers / Large financial Institutions / IT Complexes / Large Office Complexes / Multi-specialty Hospitals/similar organizations etc. and have executed successfully similar works individually costing as under:

a) Three works each costing not less than the amount equal to 40% of the estimated cost

OR

b) Two works each costing not less than the amount equal to 50% of the estimated cost

OR

c) One work costing not less than the amount equal to 80% of the estimated cost

AND

d) Have a minimum average **Yearly Turnover** of 100% of the estimated cost during last 3 financial years (FY 2020-21, FY 2021-22, and FY 2022-23) are eligible for tender.

AND

e) Should furnish **Banker's Certificate** issued by the Applicant's banker (any Scheduled Bank) specifically for the work, for an amount equivalent to minimum of 100% of the estimated cost.

AND

f) Have a service set up in Guwahati for rendering after sales service.



4. The requisite Pre-qualifications documents should be submitted by the Tendered along with the bid via online only through MSTC e-portal while submitting the bid for the work. In the event of the non-submission of requisite documents or ineligible documents the Tenderer, the bid will be liable to rejection.

5. The contractor should invariably furnish the below mentioned information in writing and upload copies of the relevant documents along with the Part I of the tender. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.

(a)	<i>Composition of the Firm</i>	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	<i>Work experience and Completion of similar works of specified value during the specified period</i>	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be uploaded in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be given.
(c)	<i>Credit worthiness of the contractor and their turnover during the specified period</i>	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years.



(d)	<i>Name(s) and address(es) of the Bankers and their present contact executives</i>	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be uploaded.
(e)	<i>Details of bank accounts</i>	Full particulars of their bank accounts, such as Account No, A/c Type, when the account was opened etc., should be uploaded.
(f)	<i>Name(s) and address(es) of the Clients and their present contact executives</i>	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be uploaded.
(g)	<i>Details of completed works</i>	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be uploaded.
(h)	Service Set-up	<i>Certificate from the manufacturers/any other valid document in support of having a full-fledged service setup at Guwahati should be enclosed. (if required) (as per format mentioned in the tender). Firms not having service setup at Guwahati is not eligible to qualify for tender.</i>



6. Only tenderers who qualify as above will be eligible to participate in the tender and pre-bid meeting for the work. A tender submitted by the firm who is not found to be satisfying the above criteria will be liable for rejection.
7. A pre-bid meeting will be held at **11.00 AM on April 18, 2024** at office to discuss/clarify anything about the tender. A separate communication will be sent to the eligible participants for this meeting. All the eligible tenderers are advised to be present and study the tender documents.
8. The tenderers shall pay as Earnest Money a sum of **₹68,813/- (Rupees Sixty-Eight Thousand Eight Hundred and thirteen Only)** by NEFT/ Demand Draft/ Bank Guarantee in favour of RBI-Guwahati, drawn on a scheduled bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. The last date of submission EMD is **May 02, 2024 till 14:00 Hours**.
9. e-Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and submit their consent online for these conditions and Part II containing prices only within May 02, 2024 till 14:00 Hours. While e-tender Part I will be opened on the same day from 15:00 Hours. Part II will be opened on a subsequent date, which will be intimated to the eligible tenderers.
10. The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.
11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tenders. The Bank also reserves the right to reject any or all the tenders without assigning any reason, thereof.



DISCLAIMER

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

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

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

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PART- I

e-tender for

**Supply, Installation, Testing and Commissioning (SITC) of VRF System at
Bank's Main Office Premises, Reserve Bank of India, Guwahati**

e-tender no: [RBI/Guwahati/Estate/3/24-25/ET/30](#)

Name of the Tenderer: _____

Address: _____

e-mail ID and Phone No: _____

Date of Publication of e-Tender	April 11, 2024 from 11:00 Hours
Start date for Submission of Bid	April 11, 2024 from 11:00 Hours
Last date of Submission of Bid	May 02, 2024 up-to 14:00 Hours
Date of Opening of Part- I of e-Tender	May 02, 2024 from 15:00 Hours

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**SCHEDULE OF TENDER (SOT)**

1. e-Tender no	RBI/Guwahati/Estate/3/24-25/ET/30
2. Name of the Work:	Supply, Installation, Testing and Commissioning (SITC) of VRF System at Bank's Main Office Premises, Reserve Bank of India, Guwahati
3. Mode of Tender:	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through MSTC New Common Portal).
4. Date & time from which NIT (along with complete tender documents) will available to the parties to download	April 11, 2024 from 11:00 Hours onwards
5. Date and venue of the Pre-Bid Meeting (offline)	April 18, 2024 from 11:00 Hours onwards at 4th Floor, Estate Department, RBI Guwahati
6. Estimated cost of the work:	₹34,40,658/- (Rupees Thirty-four lakh forty thousand six hundred fifty eight)
7. Earnest Money Deposit (EMD)	₹68,813/-(Rupees Sixty-Eight Thousand Eight Hundred and thirteen Only) in the form of Demand Draft/ Bank Guarantee as per Annexure III for EMD in favor of Reserve Bank of India, Guwahati to be delivered in physical form at Estate Department, 4 th floor, Reserve Bank of India, Guwahati. Or Deposited through NEFT in favor of Reserve Bank of India, Guwahati in A/c No. 8692299 & IFSC Code: RBIS0GWPA01 . Please mention your company's name in the NEFT transaction remarks.
8. Last date of submission of EMD	May 02, 2024 up-to 02:00 PM
9. Performance Bank Guarantee (PBG)	10% of the contract value
10. Time allowed for completion of the works from 14 th Day after the date of written order to commence work	60 days



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



IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT

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

1. Process of e-Tender:

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

Special note:

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

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

b) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact RBI/MSTC, before the scheduled time of e-Tender.

Contact person (RBI):

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

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

Contact person (MSTC Ltd):

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



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

(B) System Requirements:

- a) Windows 7 or above Operating System
- b) IE-7 and above Internet Explorer
- c) Signing type digital signature
- d) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system to disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.
 - Tools => Internet Options => Security => Disable protected Mode if enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode".

(C) Other Settings:

- Tools => Internet Options => General => Click on Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".
- To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options
→ custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once).

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

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

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

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



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

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

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

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

6. Bidding in e-Tender:

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

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

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → Common Portal → Vendor Login → Register → My menu → Auction Floor Manager → live event → Selection of the live event.

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

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

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

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

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



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

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

**FORM OF TENDER**Date:
Place:

To,

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

Madam,

Supply, Installation, Testing and Commissioning (SITC) of VRF System at Bank's Main Office Premises, Reserve Bank of India, Guwahati

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

Memorandum

S/N	Description of work	Supply, Installation, Testing and Commissioning (SITC) of VRF System at Bank's Main Office Premises, Reserve Bank of India, Guwahati
1	Estimated cost	₹34,40,658/-
2	Earnest Money	₹68,813/-
3	Percentage, if- any, to be deducted from bill as Retention Money	@ 5% is to be recovered from each on- account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document
4	Performance Bank Guarantee	Bank Guarantee from any scheduled Bank for an amount of @10% of the contractor and as specified in the Tender Document



5	Time allowed for completion of the works from tenth day after the date of written order to commence work	60 days from the 14 th day of the issuance of Work Order
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2. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.

3. I/We also agree that the e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part II of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. I/ We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed pro-forma.

4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor. I/ We have deposited a sum of **₹68813/-** as Earnest Money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

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

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

7. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's pro-forma.

8. I/We understand and agree that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

9. 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

10. Our Bankers are:

i) _____

ii) _____

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

i) _____

ii) _____

Name of the partner of the firm
authorized to sign.

OR

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

Yours faithfully,

Signature of Contractor.

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

Witnesses:

1) _____
(Signature)

Name: _____

Address _____



1) _____
(Signature)

Name: _____

Address _____



ARTICLES OF AGREEMENT

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

WHEREAS the Employer is desirous of getting **"Supply, Installation, Testing and Commissioning (SITC) of VRF System at Bank's Main Office Premises, Reserve Bank of India, Guwahati"** and has prepared drawing and/or Schedule of Quantities showing and describing the work to be done under the direction of Bank's (The Employer's) Engineer.

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

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

Now it is hereby agreed as follows:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and complete the work shown upon the said drawings and described in the said Specifications and the Schedule of Quantities.
2. The employer shall pay the contractor said Contract amount or such other sum as shall become payable, at the times and the manner specified in the said Conditions.
3. The said conditions and appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and the correspondence and perform the agreements on their part respectively in the said Conditions and the correspondence contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer/ official.
5. This Contract is neither a fixed Lump Sum Contract nor a piece Work Contract but a contract to carry out the work in respect of the work getting **"Supply, Installation, Testing and Commissioning (SITC) of VRF System at Bank's Main Office Premises, Reserve Bank of India, Guwahati"** amounting to ₹ _____/- (inclusive of GST and any other applicable taxes



& charges) to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.

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

7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **60 days** subject nevertheless to the provisions for extension of time.

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

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

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

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

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

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

14. The Contractor shall not disclose directly or indirectly any information, materials and details of the Employer's (the Bank's) infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations



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

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

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

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

(If the Contractor is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

(If the Contractor is a Company)

Signature Clause

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

In the presence of

Witnesses-

1)

Address:

2)

Address:



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

SIGNED AND DELIVERED BY

.....

Witnesses-

1).....

Address

2)

Address

The COMMON SEAL OF

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

1)

2)

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

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

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

1)

2)

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

SIGNED AND DELIVERED BY

The Contractor by the hand of Shri/ Smt./ Ms.
And duly constituted attorney.

**SECTION- III****Important Instructions to the Bidders****(A) Online Submission of Tender: -**

The Tender shall be submitted through online through MSTC e-portal. The tender will be in two parts i.e. Part I containing technical specifications of equipment's offered, and the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts stated in figures and words. Part II does not contain any terms and conditions and shall be submitted through online. Part I of tenders will be opened from 15:00 hours on May 02, 2024. Part II of the tenders will be opened on a subsequent date under intimation to all the tenderers. Telegraphic, Fax and e- mail tenders will not be accepted. All copies of the tenders should be duly signed and complete in all respects with all attachments/ enclosures/ annexures. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature.

2. Tenderers are advised to use only the forms (tender books) available in the website. Each page of the forms shall be signed and returned / uploaded.

3. Tenderers are advised to submit tender on MSTC website (www.mstcecommerce.com) within the stipulated time schedule.

4. If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed, filled and submitted / uploaded through online. The tender should be uploaded and submit online within the stipulated time / date i.e., up-to 14:00 Hours on May 02, 2024.

(B) Commercial Conditions:

Reserve Bank of India invites online open e-tenders for the work "Supply, Installation, Testing and Commissioning (SITC) of VRF System at Bank's Main Office Premises, Reserve Bank of India, Guwahati". Online Tenders will be available to view / download for all firms from 11:00 Hours on April 11, 2024 from the Bank's website or from the MSTC e-portal.

2. The e-tender is to be submitted through the MSTC New Common Portal. The work is estimated to cost **₹34,40,658/-** the entire work of "Supply, Installation, Testing and Commissioning (SITC) of VRF/VRV System at Bank's Main Office Premises, Reserve Bank of India, Guwahati" shall be completed within a period of 60 days (from 14th day from issuance of work order) from the date of commencement.

3. A pre-tender briefing meeting of the intending tenderers will be held at April 18, 2024 to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All communication regarding points requiring clarifications shall be given in writing to Regional Director. It is mandatory for the intending firms to attend the



pre bid meeting to get clarification from the Bank. No request for change in the date of Pre-bid meeting will be entertained. After Pre-bid meeting submission of any deviations in the tender conditions along with Part-I of the tender is liable for rejection of the tender.

4. All Tenderers shall deposit Earnest Money of **₹68,813/-**, through NEFT, details of NEFT: Beneficiary name: Reserve Bank of India, Guwahati; IFSC: RBIS0GWPA01; A/c no: 8692299. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. Please mention your company name in NEFT transaction remarks. The Earnest Money Deposit (EMD) is also acceptable in Bank Guarantee in the form prescribed by the Bank in Annex.

The EMD deposited of all the tenderer other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

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

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

EMD will be forfeited in the following situations:

- a) If the vendor / contractor withdraws bid after opening of the commercial bid.
- b) If the vendor / contractor fails to commence the work awarded to him / her within the prescribed time limit.

5. Performance Bank Guarantee (PBG) as security deposit for completion period:

On award of the work, the successful tenderer shall furnish an amount equal to 10% (TEN percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards entire period of currency of Contract for due fulfilment of the Contractual obligations by the contractor. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order.



Submission of PBG shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate.

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

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

6. e-Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and online submit their consent for these conditions and Part II containing prices only. The last date for submission of bid is May 02, 2024 till 14:00 Hours via online mode only through MSTC e-Portal. While e-tender Part I will be opened on the same day from 15:00 Hours. Part II will be opened on subsequent date, which will be intimated to the tenderers.

7. The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.

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

9. The entire work of the entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 60 days from the 14th day of date of issue of work order.

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

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

12. Warranty/Defect Liability period:



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

a. During the warranty period, any fault in the electrical installation shall be rectified within 24 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, consider all the cost, including travel cost from the nearest service station,

b. In case of faults/ breakdown, company should initiate corrective action of their own without any formal lodging the complaint from the Bank.

13. The entire wiring shall be tested/balanced at site after completion of installation work to ascertain the compliance of offered specifications. The payment for this work will be made by the office at which the captioned work is carried out. The dispute arising out of this contract will also be sorted out within the jurisdiction of courts situated in the same state where the said work has been carried out.

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

(C) SCOPE OF WORK: The scope of work shall include: -

a. Delivery of all the material with accessories at site in Mumbai including packing, handling, transporting, clearing, loading, unloading at ports in India as well as at site in Mumbai, as approved by Engineer-in-Charge.

b. Installation, testing & commissioning of all the material as per technical specifications and GA drawing, as approved by Engineer-in-Charge. The work includes supply, installation, testing and commissioning of the material required for electric wiring as detailed specified in this tender as per the site requirement etc.

c. Providing free service for faulty finding and rectification during warranty period of captioned work. The warrantee period of one year will commence after completion of the captioned work in all respect.

d. The cost of any other work, related to but not mentioned above, required for completion of the job.

e. All engineering, equipment, labour, and permits required to complete electric wiring work satisfactory required by this specification.

In addition to the above works, following works shall be deemed to be included within the scope of work to be done by the contractor:



a. Scaffolding/ ladders necessary for erection and all minor builder's work for cutting away and making good to walls and masonry work required, including repairs to plaster etc. Further, all chase cutting, and openings as required by the Contractor and shown on his drawings, will be carried out by the Contractor.

b. It is not the intent to specify complete herein all details of the works covered under this tender. Scope of work may also include such other related works as indicated in the schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Engineer-in-Charge and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfil the anticipated performance during the expected life of the system.

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

Place:

Sign & Seal of the Contractor:

Date:

Address:



Section IV

General Rules and Instructions to the Bidders

1.	E-tenders are invited for the work in two parts through MSTC e-Portal:
(i)	Prequalification/ Eligibility Criteria to be fulfilled for participation in bidding: -
(a)	<u>Duration of past experience:</u> - Should have minimum 5 years of experience of executing similar works. Cut-off date for the same may be taken from March, 2019. Applicant should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc. The Applicant should submit documentary evidence in support of minimum experience of 5 years and Client Certificate as per the Bank's Format.
(b)	<u>Minimum value of each completed work (qualifying) :-</u> Experience of having successfully completed similar works during last 5 years should be either of the following not before March, 2019. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost Or Two similar completed works each costing not less than the amount equal to 50% of the estimated cost Or One similar work costing not less than the amount equal to 80% of the estimated cost.
(c)	<u>Yearly turnover: -</u> Should have an average annual turnover of amount equal to: 100% of estimated cost or more during the last three financial years ending 31st March.
(d)	<u>Solvency:</u> Should furnish solvency certificate issued by the Applicant's banker (Scheduled Bank), for an amount equal to the 100% of the estimated cost of tender.
(e)	Service setup: - Full-fledged service setup should be available at Guwahati for regular services to be provided. Firm not having service set up shall be



	not considered for part 2 of the tender. (Documentary proof shall be submitted)
(ii)	<p>Important instructions to all the bidders for above PQ/Eligibility criteria:</p> <ul style="list-style-type: none">• The above information/ documents are required to be submitted mandatorily by all the bidders to enable the Bank to verify their eligibility for participating in the tendering process.• The tenderers have to invariably furnish details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India.• intending tenderers shall have to satisfy the Bank with documentary evidence in support of their possessing required eligibility (as specified in “(i) ” above) for participating in the tendering process and in the event of their failure to do so, the Bank reserves the right not to process their tender even though blank tender document has been issued to the bidder. For this purpose, the tenderers shall be required to submit the mandatory information/ documents in proof of their eligibility to take part in the tendering process up to the last date and time of issue of tender documents.
2.	Amendment to Tender document
(i)	At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.
(ii)	The said amendment in the form of the addendum/ corrigendum will be hosted on the Bank's website and in the MSTC e-Portal. The Bidders, especially those who have downloaded the tender document are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.
(iii)	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.
3.	Tender not a Lump sum tender



	The Bidder should note that this tender is neither a fixed Lump sum tender nor a Piece Work tender but is a tender to carry out the work in respect of "Supply, installation, testing & commissioning (SITC) of VRF/VRV system at 5th floor in MOP at RBI, Guwahati," as per the detailed specifications, terms and conditions etc. to be paid for according to actual measured quantities at the rate contained in the Schedule of rates or as provided in the said Conditions.
4.	Preparation of bid and Cost of bidding
	The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
	The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.
5.	Format to be used
	The bidder must fill up and submit only the tender forms/formats made available by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.
6.	Signing of Bid, Power of Attorney
	Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.



	<p>The tender submitted on behalf of a firm must be signed separately by each partner of the firm or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, or it must be signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.</p>
	<p>Bidders shall upload, along with Part-I of the tender, a scanned copy of the power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The pro-forma of the power of attorney shall be as annexed hereto. The hard copy shall be submitted in office subsequently.</p>
7.	Modification / substitution / Withdrawal of Bids
	<p>No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.</p>
	<p>A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.</p>
	<p>Only a single copy of the withdrawal notice shall be prepared, and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL"</p>
8.	Bid Due Date and Opening of Bid
	<p>Bids should be uploaded and submitted on or before May 02, 2024 up-to 14:00 Hours. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date. The Part-I of the bids as submitted will be opened from 15:00 Hours on May 02, 2024. The duly filled-in Part II of the tender, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence of the authorized representatives of the qualified bidders, who wishes to remain present on a subsequent date which will be intimated to all the qualified bidders.</p>



9	Bid Validity
	Tenders shall remain open to acceptance by the RBI for a period of 90 days 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.
10.	Clarification & Evaluation of Bids
	Price Bids of only those Bidders who are technically qualified shall be opened.
	Rates quoted for each item shall be considered during verification/ scrutiny.
	If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.
	Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.
	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required during the evaluation of Bids in accordance with tender clauses.
	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a sealed revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount, if any. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal,



	then the RBI shall decide future course of action which shall be final and binding on all the bidders.
11	Acceptance of Tender and Award of Work
	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently.
12	Taxes/ Duties/ Levies
	GST or any other tax/ Duty/ levy applicable in respect of this contract shall be payable by the Contractor (to be included in the quote) and RBI will not entertain any claim whatsoever in respect of the same.
	The successful tenderers may also note that RBI shall deduct all the statutory taxes (IT/ GST etc.) as per the extant provisions of the applicable Act from the bills and amount due to them from bank and remit the same directly to the Government.
13	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 14 th day from the date of commencement.
14	Work Programme
	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The contractor shall submit his programme for approval of Engineer-in-charge within 14 days from the date of award of work. Only Bar Chart with details of all major activities shall be submitted.
15	Employer's right to accept or reject any or all the bids
	Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.



Section V

General Conditions of the Contract Clauses

S/N	Definitions
1	The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the competent authority on behalf of the Employer and the Contractor, together with the documents referred to therein including the General Conditions, Special Conditions, General rules and instructions to bidders, the Technical specifications, designs, drawings, correspondences exchanged and instructions issued from time to time by the Engineer-in-Charge. All these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
(i)	The expression works or work or Project shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional as specified in Tender Document.
(ii)	The Site shall mean the land/or other places on, into or through which work is to be executed under the contract including any building and erections thereon or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract
(iii)	Employer shall mean The Reserve Bank of India and shall include its assignees and successors.
(iv)	RBI shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai – 400001 and having its Regional Offices at various places.
(v)	Tender document shall mean document named as such issued by the Employer to the Bidders inviting Bids for the Project.
(vi)	Day shall mean Calendar day



(vii)	Working day shall mean The days when Employer's office is working i.e. Days excluding Public holidays, Saturdays and Sundays
(viii)	Month shall mean the calendar month.
(ix)	Year shall mean Calendar Year
(x)	Bidder (s) shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.
(xi)	The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
(xii)	Sub-Contractor means the person or persons, firm or company engaged by the Contractor for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Employer.
(xiii)	The Engineer-in-charge means the Engineer Officer employed and paid by the Employer and acting under the orders of the Employer who shall supervise and be in-charge of the work.
(xiv)	The Authorized representatives of Engineer-in-charge (AGM(Tech)/Manager(Tech)/AM(Tech)) means the Engineer officers employed and paid by the Employer and acting under the orders of the Employer who shall supervise day to day execution of work under the direction and guidance of Engineer-in-Charge.
(xv)	Contract Price or Contract Amount shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned in the Schedule of quantities (Price Bid) and as accepted by the Employer and indicated in the letter of award of work.
(xvi)	Contract Period shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Employer.
(xvii)	Contract Agreement shall mean the agreement signed between the Contractor and the Employer for the execution of the Project.



(xviii)	Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be a written notice.
(xix)	Act of Insolvency shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
(xx)	Manufacturer refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment.
(xxi)	Contractor's Works or Manufacturer's Works shall mean and include the land and other places which are used by the CONTRACTOR/FABRICATOR or SUB-CONTRACTOR/SUB- FABRICATOR for the manufacture of "Equipment" or performing the "Works".
(xxii)	Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage to cover all overheads and profits.
(xxiii)	Net Rate/Price - If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression " net rates " or " net prices " when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
	Scope and performance
3	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa



4	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5	The contractor shall be furnished, free of cost one certified copy of the contract documents except Indian standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
	Works to be carried out
6	<p>The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the drawings, Schedule of Quantities and Specification taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or amongst the drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Engineer-in-Charge who shall decide which is to be followed. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.</p> <p>The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge may in his absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as "Employer's Instructions" in regard to :</p> <p>a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.</p>



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



	Specifications and/ or the Drawings, the following order of preference shall be observed:-
	(i) Description of Schedule of Quantities
	(ii) Particular Specification and Special Condition if any
	(iii) Drawings
	(iv) General Specifications
	(v) Indian Standard Specifications of B.I. S
8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the schedule 'F' shall be the deciding authority about 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.
9	Signing of Contract
	The successful tenderer/contractor, on acceptance of his tender by the Employer , shall, within 14 days from the stipulated date of start of the work, sign the contract consisting of
	(i) Articles of agreement on non-judicial stamp paper/s of appropriate values (The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Employer)
	(ii) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
	No payment for the work done will be made unless contract is signed by the contractor.



CLAUSES OF CONTRACT

1	Performance Guarantee
(i)	<p>The contractor shall submit an irrevocable Performance Guarantee of 10% of the Contract amount as specified in the Special Conditions of Contract in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 14th day from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto.</p>
(ii)	<p>The Performance Guarantee shall be initially valid up to the stipulated date of completion plus Defect Liability period plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Engineer-in-charge, in cases where no maintenance contract is involved, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/ system/ any other work after construction of same building and/ or commissioning of services/ system/ other work, then the Performance Guarantee shall be retained as Security Deposit as specifically provided in Special conditions of Contract.</p>
(iii)	<p>The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of</p>
	<p>(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</p>



	(b) Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge
(iv)	In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
1A	Recovery of Security Deposit
	The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period in the manner as specified in schedule 'F'
	All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
	The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank guarantee shall not be less than Rs. 5 lakh. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.
	In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then the Performance



	Guarantee shall be retained as Security Deposit as specifically provided in Special conditions of Contract
2	Compensation for Delay
	If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as per the authority specified in 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 Price of work or of the Contract price of the item or group of items of work for which a separate period of completion is originally given.
(ii)	The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer. In case, the contractor does not achieve a particular milestone mentioned in 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. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed Subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
3	When Contract can be determined



	Subject to other provisions contained in this clause, the Engineer-in- Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
(i)	If the contractor has abandoned the contract
(ii)	If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un- workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-charge that the same were condemned and rejected by him under these conditions.
(iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-in-charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer- in-Charge.
(iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
(v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
(vi)	If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as



	an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer.
(vii)	If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
(viii)	If the contractor had secured the contract with Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
(ix)	If the contractor being an individual, or if a firm, any partner thereof commits an "Act of Insolvency" or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Engineer-in-charge that he is able to carry out and fulfill the contract and to give security therefor, if so required by the Engineer-in-charge.
(x)	If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.



(xi)	If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.
(xii)	If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
(xiii)	If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Employer shall have powers:
	(a) To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
	(b) After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons



	<p>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 may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer and expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Engineer-in-charge shall be final and conclusive between the parties. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work, if resorted to by the Employer.</p>
	<p>In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in- Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
3A	<p>(a) In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract.</p>
	<p>(b) If the payment of the amount payable by the Employer under Certificate of the Engineer-in-charge shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works</p>



	be stopped for three months under the order of the Engineer-in-charge or the Employer or by any injunction or other order of any court of Law, then and in any of the cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Engineer-in-charge and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause hereof.
	(c) In case contractor wants to close the contract, he shall give notice to the Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:
	(i) If the Contract price of work is up to Rs. 50 lac: 15 days
	(ii) If the Contract price of work exceeds Rs. 50 lac: 30 days
3B	Termination of Contract in case of death of Contractor
	Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the Employer shall have the option of terminating the contract without any liability for such termination and compensation to the contractor.
4	Contractor liable to pay Compensation even if action not taken under Clause 3
	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 the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or



	<p>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
	<p>The time allowed for 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. The execution of the works shall commence from such time period 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, Employer 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, before 14 days from the date of award of work, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Engineer-in- charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.</p>



	(a) Project Management shall be done by using Project Management software (M.S. Project / Primavera Software or any other similar project management software) for works costing more than Rs. 2 Crore. The contractor shall inform the Employer which Project Management software he intends to use. The contractor shall also arrange to install one latest licensed version of the respective Project Management software in the Engineer-in-Charge's computer at site without any additional cost and maintain it till the completion of work.
5.2	If the work(s) be delayed by:-
	force majeure, or
	abnormally bad weather, or
	serious loss or damage by fire, or
	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
	delay on the part of other contractors or tradesmen engaged by Engineer- in- Charge in executing work not forming part of the Contract, or
	non-availability of stores, which are the responsibility of Employer to supply or
	non-availability or break down of tools and Plant to be supplied or supplied by Employer or
	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 Mile stones and extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the authority as indicated in 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 for approval.
6	Measurements of Work Done
	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.
	All measurement 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.
	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.
	If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.



	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such Standard is available, then a mutually agreed method shall be followed.
	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.
	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.
	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or



	material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
6A	Computerized Measurement Book
	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
	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 pro-forma of Measurement Book annexed hereto, so that a complete record is obtained of all the items of works performed under the contract.
	All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
	Whenever bill is due for, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.
	The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Employer.



	Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the concerned officers of the Employer.
	The contractor shall also submit to the Employer separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.
	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be followed.
	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.
	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.
	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.
7	Payment on Interim Certificate to be Regarded as Advances
	No payment shall be made for work, estimated to cost Rs. One Lakh or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One Lakh, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Employer as provided in the proforma annexed hereto. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared only after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in- Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.



	<p>The Contractor shall be paid by the Employer from time to time, by installments under Interim Certificates to be issued by the Engineer-in- Charge to the Contractor on account of the works executed as aforesaid in accordance with this contract, subject, however, to a retention of the percentage of such value named in the 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 in 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 in accordance with the Certificate, the sum of money named in the schedule as "Installment after Virtual Completion" being a part of the said Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Engineer-in-Charge at the expiry of the period referred to as "the Defects Liability Period" in clause 17 or as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Engineer-in-Charge of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under this contract nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Engineer-in-charge shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Engineer-in-charge might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.</p>
	<p>75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Engineer-in-charge, pending test checking of work and verification of detailed arithmetical accuracy by Employer. [NOT APPLICABLE]</p>



	The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
	No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Completion Certificate.
	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.
	All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract
	Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
	Payments in composite Contracts
	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.
	In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer-in-charge shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, she/he may make the payment directly



	to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge from the next RA/ final bill due to main contractor as the case may be.
7A	Unfixed materials when taken into account to be the property of the Employer
	Where in any Certificate (of which the Contractor has received payment), the Engineer-in-Charge has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Engineer-in-Charge. The Contractor shall be liable for any loss of, or damage to, such materials.
8	Completion Certificate and Completion Plans
	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, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the



	completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
	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.
8A	Contractor to Keep Site Clean
	The splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.
8B	Completion Plans to be Submitted by the Contractor
	The contractor shall submit completion plan (as built drawing in AUTOCAD or GAD or any such approved software and one hard copy) for, structural drawings, water, sewerage and drainage line, Electrical, HVAC, Firefighting system works, etc. as applicable depending upon the scope of work within thirty days of the completion of the work.
	The contractor shall submit all the data and details as regards the work to enable the Employer to prepare the 'As built drawings' for layouts etc.
	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.
	In case, the contractor fails to submit the completion plan as aforesaid, the Employer will not process its bills for payment till such time the completion plan is submitted.
9	Payment of Final Bill



	<p>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.</p>
	If the Contract price of work is up to Rs. 50 lakh : 2 months
	If the Contract price of work is more than Rs.50 lakh : 3 months
	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
	<p>Payments due to the contractor shall be made to his bank through NEFT.</p> <p>For this purpose, the contractor shall furnish to the Engineer-in-Charge:</p> <ul style="list-style-type: none">a) 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 formatb) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. <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. Nothing herein contained shall operate to create in favor of the bank any rights or equities vis-a- vis the Employer.</p>
10	Materials to be provided by the Contractor
(i)	The contractor shall, at his own expense, provide all materials, required for the works.



(ii)	<p>The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The materials shall be selected from the list of approved makes of materials at Section VI and shall be in accordance with the requirements of IGBC rating system as specified in Schedule G. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.</p>
(iii)	<p>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.</p>
(iv)	<p>The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops, factories or/ and other places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access for inspections and examination and test of the materials and workmanship. No person not authorized by the employer</p>



	except the representatives of public authorities shall be allowed on the works at any time.
(v)	The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

(vi)	The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Schedule 'F'. [NOT APPLICABLE]
10A	Secured Advance on Non-perishable Materials delivered at site and its recovery (Not Applicable)
(i)	The contractor, on signing of an Indenture in the specified pro-forma, shall be entitled to be paid during the progress of the execution of the work up to 70 % of the assessed value of any materials (The assessed value shall be the least of the purchase value supported by the tax paid vouchers, duly verified, or material price derived from the tender rate for the respective item) which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith as per the approved progress plan and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered /deducted from the next payment made under any of the clause or clauses of this contract.



	The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.
	Mobilization Advance (NOT APPLICABLE)
(ii)	<p>Mobilization advance not exceeding 5% of the cost of project put to tender, subject to a maximum of Rs 100 lakh can be paid, if requested by the contractor in writing within one month of the date of the work order. Such advance shall be disbursed in following installments:</p> <p>If the amount of Mobilization advance is more than Rs 50 Lakh but less than Rs 75 Lakh - Two installments</p> <p>If the amount of Mobilization advance is more than Rs 75 Lakh - Three installments.</p> <p>The first installment of such advance shall be released by the Engineer- in-charge to the contractor on a request made by the contractor to the Engineer- in-Charge in this behalf after submission of the required Bank Guarantee as per proforma Guarantee annexed hereto. The stages of work, on attainment of which the second and third installments (if applicable) of 'Mobilization Advance' are going to be released, are stipulated in the schedule 'F'. The contractor shall be required to submit a utilization Certificate for the installment of the Mobilization advance received within thirty days from the date of disbursement. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from any Scheduled Bank for the amount equal to 110% of the amount of the installment and valid for atleast six months from the date of disbursement of installment and submit to the Employer. Provided always that provision of Clause 10 A (ii) shall be applicable only when so provided in 'Schedule F'.</p>
	Interest & Recovery on Mobilization Advance
(iii)	The mobilization advance as above shall bear Simple Interest at Prime Lending Rate(PLR) of State Bank of India (SBI) on the date of payment of advance against



	<p>bank guarantee/(s) and shall be calculated from the date of payment to the date of recovery, both days inclusive on the outstanding amount. Recovery of such sums advanced along with the accrued interest thereon shall be made installment- wise i.e. each installment of Mobilization advance plus the accrued interest thereon shall be recovered by deduction from the contractor's any Running account bill submitted to the Employer within 120 days from the date of disbursement of the installment of Mobilization advance, if acceptable to the contractor, or by encashing the Bank Guarantee submitted by the contractor for that installment immediately on the expiry of the one hundred twenty days period from the date of disbursement of the installment of Mobilization advance, if no Running account bill is submitted by the contractor to the Employer and is pending for payment by the Employer within 120 days from the disbursement of the Installment or the contractor requests the Employer not to recover the said mobilization advance from his running account bill.</p>
10B	<p>Price Adjustment - Payment on Account of variation in Material Prices/Wages</p>
(i)	<p>Where scheduled period of completion is more than one year, in order to take in to account the variations in Material prices and wages during the contract period when the work is in progress, including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, adjustments in the costs of materials and labour shall be allowed on the basis of formulae as given below</p> <p>(1) Materials</p> $VM = 70/100 \{0.88V - (M)\} \times \{(WI - WIO)/WIO\}$ <p>Where</p> <p>VM: Variation in material cost, i.e., increase or decrease in the amount in Rs. to be paid or recovered.</p> <p>V: Value of work done excluding advances on materials, if any, during the period under reckoning.</p> <p>M: Cost of materials for which basic rates, if any, are indicated in the tender.</p> <p>WI: Average of All India Wholesale Price Index for all commodities for the period under reckoning as published in the RBI Bulletin.</p>



	<p>WIO : All India Wholesale Price Index for all commodities during the month of receipt of final Price Bid of the tender as published in the RBI Bulletin.</p> <p>(2) Labour</p> $VL = 30/100 \{0.88V - (M)\} \times \{(CI - CIO)/CIO\}$ <p>Where</p> <p>VL : Variation in labour cost, <i>i.e.</i>, increase or decrease in the amount in Rs to be paid or recovered.</p> <p>V: As stated in (1) above M: As stated in (1) above</p> <p>CI : Average of All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India as published in the RBI Bulletin during the period under reckoning</p> <p>CIO : All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India as published in RBI Bulletin during the month of receipt of final Price Bid of the tender</p>
(ii)	The base date for working out such price adjustment shall be the last stipulated date of receipt of Final Price bid of the tenders.
(iii)	The cost of work on which price adjustment will be payable shall be reckoned as below:
A	Gross value of work done up to last price adjustment
B	Gross value of work done up to the current date
C	Gross value of work done during the period under reckoning (A-B)
D	Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during the period under reckoning
E	Then, Cost of work for which price adjustment is applicable: $V = C - D$
(iv)	Materials which are covered by the provision of basic prices/ rates are excluded from the purview under this adjustment.
(v)	Adjustments based on the above formulae will be made for each bill as and when the indices are published. The Contractors shall submit the bill for price adjustment with detailed calculations.



(vi)	The downward adjustment on account of labour element will be made only if the minimum wages also register corresponding fall compared to the minimum wages prevailing in the month of receipt of final price bid of the tenders.
(vii)	The price adjustment clause shall be applicable only for the work executed during the contract period including authorized extension, if any. In case the work is not completed within the contract period including authorized extension and the provision of liquidated damages has to be enforced, this adjustment clause will not be applicable for work done during that period. It is also clarified that price adjustment clause will not be applicable to any extra variation items, the rates of which are based on prevailing market rate.
(viii)	In view of the price adjustment in cost being covered as above, no other adjustments viz. increase or decrease due to statutory measures/levies etc. will be allowed for any reason whatsoever.
(ix)	In case the bill is submitted to the Employer prior to 15th of a particular month, index for the previous month will be reckoned for calculating the average indices for arriving at the adjustment. If however, the bill is submitted on or after 15th, the Indices for that particular month shall be taken into consideration.
11A	Action in case Work not done as per Specifications
(i)	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they



	had been given to the contractor himself.
(ii)	<p>If it shall appear to the Engineer-in-charge or his authorized representatives or to the Superior Officers of the employer or the officers of the organization engaged by the Employer for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within Defects Liability Period stated in schedule 'F' or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below) after completion of the work, from the Engineer-in- Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of him failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.</p>
(iii)	<p>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.</p>
12	Deviations/ Variations Extent and Pricing



	<p>The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p> <p>The Engineer-in-Charge shall be the final authority to decide whether any item of work is extra/ deviation/ substitution item.</p>
12.1	<p>The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract price sum being ordered, be extended, if requested by the contractor, as follows</p>
(i)	<p>In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work (including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus</p>
(ii)	<p>25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.</p>
12.2	
A	<p>Deviation - Extra Items and Pricing</p> <p>Items that are completely new, and are in addition to the items contained in the contract</p>



	Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Engineer-in-charge the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Engineer-in-charge shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
	Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Engineer-in-charge, the workman's name) and materials employed be delivered for verification to the Engineer-in-charge or his representative at or before the end of the week following that in which the work has been executed.
	In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit and the Engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. Such items will not be eligible for escalation.
B	Deviation - Substituted Items and Pricing 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).
C	Deviation - Deviated Quantities and Pricing 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 finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under
(i)	If the Contract price of work is up to Rs. 50 Lakh 15 Days
(ii)	If the Contract price of work exceeds Rs. 50 Lakh 30 Days
12.4	For the purpose of operation of Schedule 'F', the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:
(i)	For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
(ii)	For abutments, piers and well staining : All works up to 1.2 m above the bed level.
(iii)	For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures : All works up to 1.2 metres above the ground level.



(iv)	For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
(v)	For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower
(vi)	For Roads, all items of excavation and filling including treatment of sub base.
12.6	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.
13	Foreclosure of contract due to Abandonment or Reduction in Scope of Work
	If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor
	and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
	The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.
	(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters, Tools & Plant, site office; storage accommodation and water storage tanks etc.



	(ii) Employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Employer shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Employer, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
	The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.
	The reasonable amount of items on (i) above shall not be in excess of 0.5% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Employer as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Employer from the contractor under the terms of the contract.
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
(iii)	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf



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



	and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
	If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
	In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.
15	Suspension of Work
(i)	The contractor shall, on receipt of the order in writing of the Engineer-in- Charge, (whose decision shall be final and binding on the contractor)

	suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
	(a) on account of any default on the part of the contractor or;
	(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
	(c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in- Charge
(ii)	If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:



	(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
	(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.
(iii)	If the works or part thereof is suspended on the orders of the Engineer-in- Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub- para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer- in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the



	contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.
16	Dismantled Material Employer's Property
	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Employer's property and such materials shall be disposed off as per the specific instructions in this regard or in absence of the same to the best advantage of Employer according to the instructions in writing issued by the Engineer in-Charge.
17	Contractor Liable for Damages, defects during defect liability period
	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, 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 (six months in the case of work costing Rs Five Lakh and below) after a certificate final or otherwise of its completion shall have been given by the Engineer- in- Charge as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Engineer-in-Charge may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer-in-Charge's Certificate in writing, from any money due or may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Engineer-in-Charge equivalent to the



	cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer. The security deposit of the contractor shall not be refunded before the expiry of the Defect Liability Period after the issue of the certificate final or otherwise, as provided elsewhere.
	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.
18	Setting out of works
	<p>The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within the Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer-in-Charge.</p> <p>The checking of any setting-out or of any line or level by the Engineer-in-charge or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting out the works.</p>
19	All relevant Statutory Laws to be complied by the Contractor



(i)	The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central) Rules, 1950.
(ii)	The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
(iii)	The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.
(iv)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
(v)	Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
19A	Payment of wages:
(i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
(ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.



(iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage
	period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
(iv)	<p>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.</p> <p>Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.</p>
(v)	The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
(vi)	The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
(vii)	The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of workmen.



19B	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.
19C	
	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.
	(1) the number of labourers employed by him on the work
	(2) their working hours
	(3) the wages paid to them
	(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and
	Failing which the contractor shall be liable to pay to Employer, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Employer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

19D	In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by him/her.
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 labour have an easy access to the individual houses, the contractor



	shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.
19F	
(i)	It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.
(ii)	However, the Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.
19 G	Employment of skilled/semi skilled workers
(i)	The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified in particular trade. If the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill shall be final and binding.
(ii)	Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.
19H	Contribution of EPF and ESI
	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.
19 I	Ensuring Payment and Amenities to Workers if Contractor fails



	<p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.</p>
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20	Authorities and Notices
	<p>(i) The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.</p> <p>In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.</p>



	(ii) The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.
21	Work not to be sublet. Action in case of insolvency
	<p>The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.</p> <p>And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.</p>
22	Recovery of Compensation paid to Workmen
	<p>In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under the provisions of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise.</p>



	Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence of contesting such claim.
23	Changes in firm's Constitution to be intimated
	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
24	Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc.
25	Settlement of Disputes & Arbitration

	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.
(i)	The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.



(ii)	<p>All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.</p>
(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 persons' names and forward to the contractor to select one among them as arbitrator.</p> <p>The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision. The arbitrator shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.</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</p>



	<p>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. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The place of Arbitration shall be as specified in Schedule 'F'.</p>
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26	Contractor to indemnify Employer against Patent Rights
	<p>The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.</p>
27	Lump sum Provisions in Tender



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



	(c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Engineer-in-charge's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Engineer-in-charge proof that all nominated Sub- Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Engineer-in-charge and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor.
29	Withholding and lien in respect of sum due from contractor
(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 shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the Reserve Bank Of India pending finalization of adjudication of any 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 Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold</p>



	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.
(ii)	Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub- clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon whatsoever.

29	Lien in respect of claims in other Contracts
	<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 against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or RESERVE BANK OF INDIA elsewhere.</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 will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>



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



(i)	The water charges @ 1% shall be recovered on gross amount of the work done.
(ii)	The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main source of supply.
(iii)	The Employer do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the water mains so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.
32	Alternate water arrangements
(i)	Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
(ii)	The contractor shall be allowed to construct temporary wells in Employer's land for taking water for construction purposes only after he has got permission of the Engineer-in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work. He shall also be responsible for obtaining any permissions required in this connection from the statutory authorities at his own cost.
33	Insurance in respect of damages to Persons and Property



The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability

under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. **The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake & Fire risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.**

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. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the



	<p>contract, with an Insurance Company approved by the Employer a policy of Insurance (Third Party Liability) in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.</p> <p>The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The ceiling for such claims will be Rs 10Lakh without number of occurrences' Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.</p>
	<p>In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.</p>
	<p>The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.</p> <p>The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom. Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages,</p>



	compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.
34	Employment of Technical Staff and employees
	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".</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 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 will 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 construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical</p>



representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. Necessary site Registers viz. Material receipt/consumption register / Hindrance Register / Labour Register etc. shall be strictly maintained by him on daily basis and got duly authenticated from Engineer-in-charge. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two consecutive days. 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 responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Technical staff and employees employed by him) along with every on account bill and final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.



(ii)	<p>The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p>
(iii)	<p>The Engineer-in-Charge shall be at liberty to object to 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</p>

35	Levy/Taxes payable by Contractor
(i)	<p>Sales Tax/GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.</p>
(ii)	<p>The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, sand, stone, kankar, etc. from local authorities.</p>
	<p>If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>
36	Conditions for reimbursement of levy/taxes if levied after receipt of tenders



(i)	All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
(ii)	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer- in-Charge may require from time to time.
(iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
37	Other Persons employed by Employer
	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.
38	If relative working with the Employer then the contractor not allowed to tender



	<p>The contractor shall not be permitted to tender for works in the office of the Employer responsible for award and execution of contracts in which his near relative is posted as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of the Employer. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer for any breach of this condition.</p> <p>NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws</p>
39	No Employee of the Employer to work as Contractor within one year of retirement
	<p>No Technical or other officer or assistant (including Junior Engineer) employed with the Employer shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.</p>
40	Compensation during warlike situations
	<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-</p>



Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value 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. 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.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

41	Direction and approval of Engineer-in-charge
	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in- Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
42	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer



	without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
43	<p>Release of Security deposit after labour clearance</p> <p>Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released, if otherwise due</p>
44	<p>Non-Disclosure Clause</p> <p>The contractor shall not disclose directly or indirectly any information, materials and of the Employer's infrastructure/ system/equipment etc. which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to employees to ensure that the obligations of non-disclosure</p>



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.

45. Prevention of Sexual Harassment at Work place

a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

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

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

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

**Section V****SPECIAL CONDITIONS OF CONTRACT**

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



Responsibilities of contractor	i)	The CONTRACTOR is bound to carry out all the the items of works necessary for completion of the job even if the same is not exclusively mentioned in the document but can be reasonably inferred from the scope of work and other details/ conditions provided in the tender document. The contractor shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient and expeditious manner as per the time schedule, specifications and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.
	ii)	The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.
	iii)	All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
	iv)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.
	v)	Responsibility for obtaining all statutory approvals related to the work lies with the CONTRACTOR. The contractor shall obtain and pay for necessary inspection fee levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.



	vi)	The CONTRACTOR shall ensure that normal working of residences is not affected due to his work.
	ix)	CONTRACTOR shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board.
	x)	The works to be undertaken by the Contractor shall inter-alia include the following:
	a)	Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
	b)	Obtaining of Statutory permissions, where ever applicable and required.
	c)	Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
	xi)	The Contractor shall ensure that proper and timely after sales support shall be provided in respect of all equipment/ systems supplied and installed under the contract through the authorized representatives of OEMs/ system integrators/ approved dealers.
Role of employer	CLAUSE SC 3 The Employer (Reserve Bank of India, Mumbai) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.	
Performance Bank Guarantee (PBG)	CLAUSE SC 4 As security against due fulfillment of the terms and obligations of the Contract, Defect Liability Period (Warranty period) and Comprehensive Annual Maintenance Service Contract for the entire life cycle of equipment. The successful tenderer shall furnish (at the time of delivery of material, before release of payment) on award of the works, an amount equal to 10% (Ten percent) of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in	



	<p>the form prescribed by the Bank towards Security Deposit for the due fulfilment of the terms and obligations of the contract, DLP and the first year of CAMC contract. This BG should be valid for a period of the contract completion period up to the date of handing over of the newly installed VRF AC System and a further period of TWO (2) years i.e. (one-year DLP plus One year CAMC).</p> <p>After Completion of above stated period, the Bank Guarantee submitted above shall be further extended for a reduced by an amount equal to 1/10th of initial guarantee amount year after year for a further period of six (06) years thereafter for due fulfilment of the contract conditions. The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms & conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of eight (8) years (One year DLP and 07 years CAMC).</p>	
Shop Drawings	CLAUSE SC 5	
	i)	Wherever shop drawings are required for approval before execution of work or the work has to be carried out as per manufacturer's specifications, shop drawing shall be got prepared by the Contractor on AutoCAD system as per the actual site measurements based on Architectural drawings and submitted to Engineer-in-charge for approval before execution of work.
Works to be carried out by licensed technicians under supervision of licensed Supervisors	CLAUSE SC 6	
	a)	All electrical works shall be carried out through a licensed Electrician under the supervision of licensed supervisor. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical works done by the CONTRACTOR.
	b)	Wherever any statutory approval/ license/ NOC is required at any stage either before commissioning or after commissioning of the equipment/ system, the Contractor shall obtain the same by paying the requisite statutory fees/ deposit to the statutory authority directly and shall submit the original receipt to the employer for reimbursement. The Contractor shall be



		responsible for the liaison and follow-up with the statutory authority concerned for the purpose.
Documents to be maintained at site	CLAUSE SC 7	
	a)	The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.
	b)	These documents shall be available for inspection by Employer's representative or Engineer-in-charge or his representative during his site visit at all reasonable times.
	c)	After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the relevant drawings to the Engineer-in-charge before submission of the Final bill.
Inspection of materials/ work at site	CLAUSE SC 8	
		The Employer's engineer shall inspect the materials at site after delivery before the same is used in the work.
		The Employer's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Employer 's Engineer a similar right
		The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place



		<p>The Employer 's Engineer shall have the power-</p> <p>Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;</p> <p>To reject any equipment or parts submitted as not being in accordance with the specification;</p> <p>To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and</p> <p>To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted</p>
		<p><u>Consequence of rejection:</u> If on the equipment or a part thereof, being rejected by the Employer 's Engineer, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Employer shall be at liberty to :</p> <p>Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or</p> <p>Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Employer which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or</p> <p>Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Employer, which shall be final, readily available) at the</p>



		<p>risk and cost of the contractor. In the event of action being taken under such clause (ii) above or</p> <p>this clause, the provision of delivery clause apply as far as applicable.</p>
		<p>Employer 's Engineer's decision as to rejection final : - The Bank's Engineer's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal</p>
Progress Monitoring by the Engineer-in- charge	CLAUSE SC 9	
	i)	<p>The contractor shall submit his programme for approval of Engineer-in-charge within 14 days from the date of award of work.</p>
	ii)	<p>On the basis of the approved programme, the Engineer-in- charge shall monitor/ review the progress through site meetings on monthly interval or earlier, as and when required. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge.</p>
	iii)	<p>For this purpose, the contractor shall prepare and submit a progress report indicating following:</p>



	A	Progress for the previous month (duration under review) and the planning for the next month and materials received during the month (duration under review) and expected to be received during next month.
	B	The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Employer/ Engineer-in-charge.
	C	Procurement schedule for long lead items and status of finalization of purchase order for such items/ materials
	D	List of Variations / extra items carried out during the previous month (period under review)
Scope of Work during Warranty Period and AMC	CLAUSE SC 10	
	<p>The project comprises of SITC of 58 HP VRF Air-Conditioner units which will be completed in 60 Days. (the out door unit shall consists of there to four modules)</p> <p>A single agreement shall be executed by the successful bidder for providing the equipment/system, providing services during Defect Liability Period and entering into CAMC for the period of 07 years after 1 year of Defect Liability Period. No consent for renewal shall be sought from the firm, as the performance of CAMC during this period is a contractual obligation on the part of the firm. Also, the firm has to submit the renewed PBG as per provisions of the contract well in advance that is before expiry of existing BG. If the firm fails to submit the renewed BG before expiry of existing BG, the Bank may take appropriate action including but not limited to encashment of existing BG.</p> <p>The entire equipment shall be guaranteed to be free from defective workmanship or materials for 12 months from the date of handover of the last VRF unit (Defect Liability Period – DLP) and any defects that may appear within 12 months from the date of issue of completion certificate for the work/ hand over of the AC units, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the</p>	



time specified. During the said period of 12 months (DLP), the contractor shall make periodical inspection of the working of the VRF units free of charge at least once a month or earlier, if required, and attend to the maintenance of the various parts and such other service that may be required for the same.

Immediately after successful completion of DLP, the contractor shall enter Comprehensive Annual Maintenance Contract (CAMC) with the Bank at the quoted/ approved rates for CAMC

Scope of works during CAMC

(A) The scope of work shall include the following:

- Quarterly servicing /Health checkup of the system including free replacement of spare parts, replacement if any parts found faulty at the time of maintenance and attending all break down calls along with replacement of all spare parts of including all electromechanical parts, Filters, compressor, fan motor, heaters, blade capacitor etc. electronic parts, PCB's, VFDs, controller cards, LCD display, remote, electrical spare parts, wires (indoor to outdoor), drainpipe etc. as per requirement.
- Checking of VRF units comprising of Air-cooled condensers.
- Checking of electrical connections at main switch, wiring, and cooling efficiency.
- Checking and cleaning of indoor unit, outdoor unit, including blower, condensation unit, coil, fan, air filter, evaporator coil. Water pressure pump shall be used to clean the condensation coil, evaporator coil etc.
- Checking of abnormal noise due to bearing failure, oiling of motor etc.
- Checking of the connected ducting's, supply outlets dampers, grills, thermal insulations, canvass connections etc.
- Topping up of refrigerant gas (without any cost) as and when required to maintain efficiency of all units as per OEM standard.
- Procurement, including Import, wherever required, of spares and stocking them shall be responsibility of the tenderer. Non availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.



	<ul style="list-style-type: none">The scope of maintenance in addition to periodic maintenance (monthly) will also include attending to any number of breakdown calls. <p>(B) Penalty for delay in service during warranty and AMC period: During the period of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any VRF/VRV unit is kept minimum and the VRF units shall be attended within 24 hours of receiving the complaint. In case, the entire VRF system of MOP, RBI, Guwahati remains under breakdown for more than a day, then a penalty equivalent to 2 times the daily rate of service contract (annual rate of CAMC of the said AC system/ 365) shall be recovered from the payment due to the contractor.</p> <p>They shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the VRF AC system.</p> <p>The payment towards AMC charges will be made every quarter after satisfactory completion of the service and submitting a bill for the quarter along with the Service report of the respective period duly signed by the caretaker.</p> <p>The rate of AMC shall include all transportation conveyance, labor shifting, taxes, engineer's visit etc. There will be no payment any type of to be made except Quoted cost of AMC.</p> <p>The contract shall furnish telephone number, email and name of each contact person to whom the complaint has to be lodged.</p>
Renewal of CAMC	<p>CLAUSE SC 11</p> <p>Immediately after successful completion of DLP, the contractor shall enter Comprehensive Annual Maintenance Contract (CAMC) with the Bank at the quoted/ approved rates for CAMC. One-time agreement for CAMC for 08 years will be entered into in Bank approved format. Rates will be revised for further 07 years as given below:</p> <p>The CAMC rate shall be revised after first year of CAMC and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:</p> <p>$AC = AP \{15+60 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP)\} /100$</p>



	AC	The contract amount for the current year		
	AP	The contract amount for the previous year		
	EPIC	Wholesale Price Index for Air conditioning system 6 months prior to the commencement date of contract for the current year.		
	EPIP	Wholesale Price Index for Air conditioning 6 months prior to the commencement date of contract for the previous year.		
	CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year		
	CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year		
Measurement, Billing and Terms of payment	CLAUSE SC 12			
	i)	The work shall be measured from time to time as provided in the General Conditions of Contract and Special conditions of contract. As and when the Contractor feels that the gross value		
		of work done after adjustment of the value of work already received in any previous bill and adjustment of advances, if any, has crossed the threshold value specified in the Schedule 'F' for Running Account Bill, he may raise a bill and submit to the Engineer-in-charge for payment. The bill shall invariably be accompanied with following documents:		
		a)	The progress reports of the concerned period, indicating that the approved milestone has been reached.	
		b)	Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill	
		c)	Checklist indicating validity of the labour license (if any), all the Insurance Policies, PBGs etc.	



	d)	Delivery challans of the materials.
	e)	An undertaking on the contractor's letterhead that all the materials required for the commissioning of respective lift/(s) have been received at site in good condition and during execution of work, if any other material is required or any shortfall is observed, the same shall be supplied by Contractor at no extra cost to the Employer
ii)		The Engineer-in-charge reserves the right to refuse to accept the Running Account bill, if any of the document as above is not submitted along with the bill.
iii)		Once the bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.
iv)		After completion of work and completing all the contractual responsibility, the measurement sheets shall be signed jointly by the Contractor or his authorized representative and Engineer-in- charge or his authorized representatives. The Contractor shall then submit the Final bill to the Engineer-in-charge. The Final Bill shall necessarily be submitted along with the following documents:
	a)	The signed measurements
	b)	The copy of last progress report, evidencing the completion of work.
	c)	Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill



	d)	Final Testing/ Commissioning report for the Project
	e)	All the lift licenses in original and other required certificates from statutory authorities, if any
	f)	Checklist indicating validity of the labour license(if any), all the Insurance Policies, PBGs
	g)	Delivery challans for the materials
	h)	All the required documents of Guarantees/ warranties
	i)	"No claim" certificate by the Contractor except as included in the Final bill.
	v)	The Engineer-in-charge reserves the right to refuse to accept the Final bill, if any of the document, as above, is not submitted along with the bill.
	vi)	Once the Final bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honoring the certificates. No revised Final Bill shall be considered by the Employer.
	vii)	All statutory deductions shall be made from the payments due to the Contractor.
	viii)	<p>The following terms of payment shall be applicable to this contract subject to statutory deductions:</p> <ol style="list-style-type: none"> 60% of the quoted tender rates against delivery of all the materials after checking at site and submission of undertaking and Bank Guarantee as per above mentioned clause & submission of contractors certificate that all components , consumable , required spare parts are received at site in good condition and PBG of 10 % value of contract which is valid for three years .



	<p>2. 35% of the quoted rates on completion of installation, testing, commissioning, and handing over the system.</p> <p>3. The Retention money of 5% will be recovered from each on-account bill till the total recovery amounts to 5% of contract value. The Retention money will be released after satisfactory completion of the one-year Defect Liability period. All bills are liable for deduction of TDS, TDS on CGST and SGST as applicable. The payment will be made on actual measurements at site. Subject to a minimum Bill value of ₹10 Lakh for RA Bills</p>
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**Section VI****SPECIAL INSTRUCTIONS TO BIDDERS**

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



	i)	Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. A confirmation in this respect needs to be furnished in the enclosed annexure along with Part I of the tender.
	ii)	Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner.
	iii)	Brief specifications and design data mentioned in the tender is not to be accepted as final by any means. The bidders should check and verify the data at site in their own interest. Bidders may explain in detail any design issues along with the tender.
3	Retention Money/ Security Deposit	
	i)	@ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document in addition to the Performance Bank Guarantee (PBG) shall be held as Security Deposit for the due fulfillment of the contract conditions.
	ii)	The EMD deposited by the successful tenderer shall be refunded on obtaining Performance Bank Guarantee from the successful tenderer.
4	Evaluation of Tender	
	<p>The tenders will be evaluated not only based on capital cost quoted for the VRF AC system but also taking into account the effect of rates quoted for comprehensive all-inclusive Annual Maintenance Contract (CAMC) for a period of 07 years (Total ownership cost) after expiry of one year warranty period (Defect Liability Period), by using Net Present Value (NPV) method. For arriving at the NPV of CAMC amount, the following will be considered:</p> <p>Discount factor 8 % per annum</p> <p>Annual Escalation in CAMC 5 % per annum</p> <p>Period of CAMC 07 years</p> <p>Payment terms of AMC- Quarterly payment after satisfactory completion of the service</p> <p>A1=Quoted Capital Cost of new VRF system</p> <p>B1=Quoted Comprehensive AMC Value of all new VRF units</p> <p>M. F=5.68 (Multiplying Factor)</p> <p><u>Total Ownership Cost = A1 + B1 * M.F</u></p>	



	<p>In case, the tenderer quotes the rates for comprehensive AMC lower than 5% (Five) of the quoted capital cost, then 5% (Five) of the quoted capital cost shall be considered for Evaluation of Total Cost of Ownership.</p> <p>*Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period of 7(Seven) years subject only to renewal formulae indicated in the tender.</p>		
5	Completion Period and time schedule		
	The completion period for the project shall be as specified under schedule ‘E’. A macro level time schedule shall also be prepared and submitted by the bidder along with the tender as per following table:		
	a)	Submission of layout drawing	days after 14 th day of the date of issue of work order
	(b)	Approval of layout drawings by Bank	days from above (Bank Engineer)
	(c)	Delivery of materials at site	
		As per BOQ & technical specifications given in Tender Part-I	days from above
	d)	Installation, testing & commissioning and handing over the entire electrical installation	days from above
		Total Completion Period in days	(total from (a) to (e))
	(Note – The number of weeks required for items a, c and d above to be filled in by the Tenderer. The total completion period should be as specified in the tender.		
	The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 14 th day of issue of work order. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank		
	Bank will provide open storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No Accommodation will be provided for any worker by the Bank.		

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



Section VII

Technical specifications

1. The VRV /vrf System shall provide stable, trouble free and safe operations, and provide flexibility in operation of Indoor Units with independent control of each Indoor Unit, including step-less partial operation.
2. It shall be possible to switch on only those Indoor Units that require Cooling in individual Areas, zones or shops.
3. The capacity of Indoor and Outdoor Units shall be matched, sleeplessly, and shall include multi Compressor cut off / speed control, by pass or any other means of capacity Control for stable operations of System.
4. The System shall be capable of automatic operation even with varying Outdoor and Indoor requirements and make up of low Outdoor Temperatures to achieve lower Power Consumption, without any manual adjustments.
5. All Systems shall be modular in nature and easily upgradeable / inter connectable for larger capacities.
6. The refrigerant gas shall be necessarily **R 410a**
7. All Units shall be Air Cooled type.
8. The System shall incorporate all required controls for parallel operation of Compressors, Condensers, Fans, and Indoor Units as well as Refrigerant liquid control, refrigerant pipe.

Description of scope of work

Supply, installation, testing and commissioning of factory-built Air cooled Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) system with INVERTOR COMPRESSOR (VRV). The outdoor unit shall be designed to work on Variable refrigerant circulation depending on actual load sensing. The unit shall be consisting with inverter compressors whose capacity is variable in each outdoor model. The variable capacity compressor shall be of inverter control as per manufacturer design to meet the total capacity. The condenser coil and condenser fans shall be sized to work even at 52°C ambient without tripping. The condenser fins shall be coated with anti-corrosive material for long life. The unit shall be of oil arrester to prevent oil migration. Suction accumulator and liquid receiver shall be provided to balance variable refrigerant circulation.



The unit shall also meet CPCB norms on noise and air pollution levels as per applicable standards. The system shall operate with only two pipes i.e., suction and liquid line that can be connected to multiple indoor units. The necessary microprocessor-based control system shall maintain the communication between indoor and outdoor units to operate the compressor in most efficient way and to keep the equal running time for constant speed compressors.

The unit shall work with R-410A refrigerant gas ,415 V ,3 phase, 50Hz AC supply.

OUTDOOR UNITS & INDOOR UNITS:

Outdoor unit (ODU) Total capacity shall be of **56 hp of** to be distributed through 3 or 4 No outdoor unit of separate module unit with suitable electrical & refrigerant interconnection with necessary control cable & refrigerant suction/liquid line tapping, initial charge of Refrigerant R 410A etc., all complete and ready for use., as required. The outdoor units shall be modular type equipped with highly efficient optimized scroll compressors having inverter technology, heat exchanger, dc inverter fan motor low noise hot gas bypass arrangement to prevent the flow of liquid gas into the compressor, oil separator at the discharge side of the compressor, oil pump at the bottom of the compressor motor in order to keep the motor at low temperature even during part load condition. Outdoor shall be provided with necessary electrical control panel, fault detection system refrigerant of R410A etc., all complete as required. **The COP of the system shall be greater than 3.1 .**

Supply of variable refrigerant flow modular type indoor units Corded / Cordless remote suitable for R410a refrigerant comprising of all accessories as per the specifications. The indoor units shall be suitable to work on cooling as well as heating mode. The indoor units shall be suitable for operation on 220 \pm 6% volts, 50Hz, 1 phase AC power supply. The indoor unit shall be complete with pre filter & remote as per requirement including pumping of drain water where ever required .

Unit shall be quoted with T-Tube flange connection kit for higher fresh air intake. Except Hi-wall unit, all other units shall have port for fresh air intake.



The all indoor unit shall be quoted with drain out pump for discharge of drain water .

The indoor units shall be of cassette mounted & high wall of suitable rated as specified in the BOQ and interconnected using necessary copper refrigerant line & required accessories. Minor Civil works if any as per the site requirement.

The necessary false ceiling using Armstrong of size 600 x 600 grid will be carried out by other agency under the supervision of Civil Engineering department. If any modifications / alteration to mount AC units shall be carried out by Air-conditioner vendors as required

The scope of work shall be read in accordance with detailed specifications and drawing enclosed as specified in the work for completion of work.

DRAWINGS.

The layout plan of area to be air-conditioned is enclosed.

No other drawings shall be made available. The contractor / vendor shall visit the site and discuss with the Engineer-in-charge for any other details that he may need before submitting the offer.

Provisional General Arrangement drawings has to be prepared, showing the area to be air-conditioned & space need for installation of new equipment shall be checked visiting the site before offer is submitted.

The enclosed drawings represent existing air distribution duct layout. This arrangement can be changed / rearranged as per site / architectural requirements in consultation with prior approval of Engineer-in-charge.

These are not working drawings. The vendor shall prepare detailed working drawings & execute the work as per working drawings approved by the Engineer-in-charge.

The scope of work and their quantities mentioned in the schedule of work is tentative. The vendor may submit their offer with the nearest next higher tonnage of plant, and other sub-systems that are available in the market to achieve the system requirements and shall be



indicated in the technical bid for consideration and evaluation. **However, any bids lower than specified capacity will not be acceptable & liable for rejection.**

If any deviations, the tenderer advised to quote separately. Such cases, the deviated items will be evaluated by Bank's authorities for acceptance / rejection.

All the measurable quantities of items will be measured as per the final design and as per actuals at the time of execution as per the site requirement.

All works shall be carried out in accordance with Regulations, latest edition of the IEE Regulations for Electrical Installations and the recommendations of the equipment manufacturer. And ISI code.

Cable shall be rated and selected as per IS / IEE Regulations and installed following the manufacturer's recommendations.

**Section VII -B- List of approved makes of materials**

Sr. No	Item Description	Approved make
1.	VRF AC unit make	Hitachi /BlueStar / Toshiba/Daikin/Mitsubishi/
2.	Power Cables	Polycab/KEI / Finolex
3.	Control cables/Communication cable	Polycab/ KEI / Finolex
4.	MCCB/MCB/RCCB	L&T /Legrand /ABB /Schneider
5.	GI Sheets	Jindal /Tata /SAIL
6.	Prefabricated Elliptical ducts	Rola Star/ Zeco / Ductofab
7.	Insulation material	Armacell/K-flex
8.	Drainpipe UPVC	Supreme/Astral/Prince
9.	Refrigerant piping/fittings	Maxflow/ Mandev/ Heling
10.	Drain Pump	As per OEM standard
11.	Propeller fans/Cabinet type fans	Kruger/Carryaire / System Air/Nicotra
12.	Extruded Aluminum grills/diffusers/dampers/Disc valve	Cosmos/ Air Master / System Air
13.	Flexible ducts	UP Twiga / ATCO / Seven Star
14.	Air flow regulator	Trox / Cosmos / Ruskin Titus
15.	Cable trays	Profab/Elcon/venus/Jindal/Legrand

All power/control cables and wires should be of FRLS/FRLSH grade with duly IS marked on the cables.

We hereby confirm that the offered equipment is as per the tender specifications and deliver the objective and requirement of the Precision Air conditioner system stated in the tender.

Tenderer shall take prior approval of Bank before supply for any material at site.

**Section VII – C (Mandatory to be filled up by the bidder)**

Make of the VRF	
Model No of the VRF	
Total compressor capacity in HP	
No of independent modules	
Independent module compressor capacity each	
Indoor unit make	
Indoor unit model No	
Indoor unit capacity of each type (cassette & high wall mount)	
Make of the drain water pump	
Centralized control unit, make and model	
Copper pipe dia meter	

Relevant technical brochure to be uploaded in the tender – part 1

**SECTION VII****List of Schedules
(A to F)****Schedule A****Notes for Schedule of Quantities**

1	The Schedule of Quantities shall be read in conjunction with the specifications, GCC and SCC and other instructions given in the bid documents. CONTRACTOR shall not rely merely on the description given in the Schedule of Quantities.
2	The Engineer-in-charge reserves the right to modify any aspect of the scope of Tender at any time during the course of work.
3	The contractor shall fill his rates and amounts for all the items for the specified quantities indicated in Schedule of Quantity issued by the Employer.
4	Quoted Prices shall be in Indian Rupees only.
5	Unit Rates shall be submitted for all Items, and they shall be firm for the entire duration of the contract and any approved extended period.
6	The quantities of work actually carried out against each item shall be measured and paid at the rates quoted in the Schedule of Quantities where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.
7	The contractor shall note that the rates quoted by him shall be including all taxes/ duties/ levies except GST. The applicable GST shall be quoted against each item in the respective column.
8	BIDDER shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.

**SCHEDULE B****Information/ Compliances to be submitted by the Bidders****General Check List of Documents**

Sr. No.	Description	Bidder's Confirmation
1	Duly filled-in Tender Part-I and Part-II	
2	Bank Guarantee or Demand Draft / NEFT towards EMD	
3	Undertakings as per annexure 1 (regarding site visit)	
4	Compliance to all the commercial terms and conditions of the tender	

Details of Service Set up in Guwahati

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

Signature of Tenderer and Seal

Date:



Schedule C- Safety Code

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong 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 30cm. When the ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paints.
11. 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 is 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 tackle used in the works, including their attachments, anchorage and



supports shall be in perfect conditions.

14. The ropes used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from defects.

15. All the workers shall be provided with safety belts, safety shoes and helmets. No workmen shall be allowed to work on scaffolding without safety helmets and safety belts.

Electrical Safety Code

1. All the workers, supervisors should wear proper PPE (Personal Protective Equipment) while carrying out the works in the premises. Electrical Safety shoes & safety helmet is compulsory, otherwise, the work / respective workers shall not be allowed to do the work.

2. The electric power required for the work can be drawn only from the authorized supply points available at site. The contractor must make his own arrangements to take the supply to the requisite position. It will be ensured by the contractor, that such arrangements should include suitable length electric cables / extension board with proper ELCB/RCCB/RCBO (Earth Leakage Protection Device) equipment. Preferably joints should be avoided, and if compulsorily needed, all the required joints shall be properly insulated. It will be ensured by the contractor that the entire work site is properly illuminated at all time when the work is in progress. All the electrical related works shall be carried out by an authorised electrician. Wired light fittings should not be taken to inaccessible areas like above false ceiling etc. and instead of that portable battery-operated charging lights shall be used

3. Necessary barricading and signage boards in good quantity shall be fixed at proper locations of the work site.

4. Inverted V type signage shall be kept showing "Under Maintenance – Estate Department" whenever maintenance works go on for the lifts, electrical panels etc.

5. All the works including AMC works should have insurance policies and shall be properly maintained.

6. Do's & Don'ts in terms of Electrical safety to be shared to all the work-personnel.

7. Contractors should have periodical briefings (pep talks) with their workers about electrical safety.

8. Aluminum / steel ladders should have proper rubber insulation on its legs. And if required, these ladders shall be kept on electrical safety rubber mats and then use them to prevent electrical shocks.



9. Industrial safety training including electrical safety for construction/renovation works, Office premises etc., may be given periodically to the contractors, workers, technical & general staff etc. by professionals / experts like L&T training center etc

Fire Safety Code

- 1) Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
- 2) Only ISI marked 3 pin plug and other appliances and equipment's 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's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- 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.

Place:

Sign & Seal of The Contractor:

Date:

Address:

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

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

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

**Schedule E****General Rules and Instructions to Bidders – Information**

1	Bids in Two Bids System
	Tender Inviting Authority: Regional Director Reserve Bank of India Estate Department Guwahati
	Name of the Work: “E-tender for Supply, installation, testing & commissioning (SITC) of VRF system at 5 th floor MOP RBI, Guwahati”
	Office: Estate Office, 4 th floor, Reserve Bank of India, Main Office Building, Guwahati -781001
	Due Date and Time for receipt of Tender/ Bid: As per SOT
2	Integrity pact
	Not Applicable
3	Tender Fee
	Nil
4	Clarifications and pre-Bid Meeting
	Date and Time of Pre-Bid Meeting: April 18, 2024 from 11:00 Hours at Bank MOP. As per SOT and only quarries submitted one day before of Pre-bid meeting will be discussed in the pre-bid
5	Earnest Money Deposit:
	Rs.68,813/- in the form of Bank Guarantee as per proforma annexed hereto Or online transfer to Reserve Bank of India
6	Opening of Bids
	Date of opening of tenders/ bids(Part-I):As per SOT
7	Bid validity
	Ninety Days from the date of opening of Part I
8	Time for completion of work
	60 days from the date of commencement

**Schedule F****General Conditions of the Contract – Information**

1	Definitions
i	Works: "E-tender for Supply, installation, testing & commissioning (SITC) of VRF system at 5 th Floor MOP,RBI Guwahati"
ii	Employer: The Regional Director, Reserve Bank of India, Guwahati
iii	The Engineer In-charge
iv	The percentage mentioned to cover all overheads and profits: 15%
8.2	Discrepancies and Adjustment of Errors (order of preference)
	The Competent Authority: Regional Director, Reserve Bank of India, Guwahati



CLAUSES OF CONTRACT

Clause No.	Details
1	Performance Guarantee
(i)	Time allowed for submission of Performance Guarantee from the date of award of work – 14 days
(ii)	Allowable extension of time for submission of Performance Guarantee beyond the period specified in (i) above with late fee shall be recovered from the bills of the contractor at Bank rate.
1A	Recovery of Security Deposit
	Retention percentage – @ 5% is to be recovered from each on- account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document.
2	Compensation for Delay
	Authority for fixing compensation under clause 2 – The Regional Director, Reserve Bank of India, Guwahati
2A	Incentive for early completion
	Not applicable for this contract.
5	Time and Extension for Delay
	Date of commencement – 14 th day from the date of award of work Time allowed for completion of work – 60 days from the date of commencement. LD shall be levied depending upon overall actual extent of delays attributable to the contractor's actions @ 0.25 % per week estimated cost of work to a maximum of 10% of the accepted tender amount for the delayed/incomplete work.
6	Measurements of work done
	As per Tender Conditions
7	Payment on Interim Certificate to be Regarded as Advances
	Gross value of work done together with net payment / adjustment of advances for material collected, if any, since the last such payment eligible for raising Running Account bill (Interim payment) – Rs 10 Lakh.
	Retention percentage for Interim Certificates – 5%
	Total Retention Money – RMD +PBG
	Retention period for the Retention Money – EMD: On obtaining the PBG. RMD: after one-year DLP. PBG: On completion of 8 year from date of completion of the work
	Period of honouring interim certificates – 1 month from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract
10	Materials to be provided by the Contractor



	List of Testing equipment to be provided by the contractor at site may be furnished
10A & 10B	Advances and Price Adjustments
	Not applicable

11A	Action in case Work not done as per Specifications
	Authority for accepting reduced rate – Regional Director, Reserve Bank of India, Mumbai
12	Deviations / Variations Extent and Pricing
	Deviation limit beyond which clause 12.2 C shall apply – 25% beyond the tender item quantity specified in the Schedule of Quantity
17	Contractor Liable for Damages, defects during defect liability period
	Defects Liability Period – 12 months from the date of completion and handing over the entire electrical installations to the Employer
19C,19D, 19F	No report needs to be submitted as per clause 19C. Clauses 19 D & 19 F are not applicable as no labour shall be allowed to stay in premises.
25	Settlement of Disputes & Arbitration
	Competent Authority for referring the dispute – Regional Director, Reserve Bank of India, Station Road, Guwahati- 781001 Place of Arbitration – Guwahati, India
30	Return of surplus Material
	Not applicable
31,31A,32	Water and Power for Work
	Clauses 31, 31A & 32 are not applicable. Water and Power for work shall be provided free of cost.
33	Insurance
	Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site <ul style="list-style-type: none"> 1) Contractor's All Risk Policy for the full Contract Value, including Earthquake and Fire Risk 2) Workmen Compensation Policy for all workmen deployed at site. 3) Third Party Liability Policy either separate policy or in CAR policy and having description as per following details: <ul style="list-style-type: none"> a) For injury to persons – Rs 2 Lakh per person per accident b) For damage to property – Rs 5 Lakh per accident Subject to overall ceiling as per extant Insurance guidelines
34	Employment of Technical Staff and employees



	Minimum required Personnel at site shall be as below, failing which recovery at the specified rates as below shall be affected to the contractor
--	--



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

I/We hereby declare that I/we have read and understood the information provided in Schedule A to Schedule F above.



Annexure-I: UNDERTAKING

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

The Regional Director
Reserve Bank of India
Estate Office, Guwahati

Dear Sir,

NAME OF WORK: E-Tender for "Supply, installation, testing & commissioning (SITC) of VRF system at 5th floor MOP RBI, Guwahati""

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

Yours faithfully,

**ANNEXURE-I****COMPOSITION OF THE FIRM/ COMPANY****(To be uploaded by the Tenderer along in the e-tendering portal)**

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

Declaration:

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

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

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

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

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

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

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



ANNEXURE-II

Pro-forma of Performance Bank Guarantee (PBG)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____

Date: _____

To:

The Regional Director,
Reserve Bank of India
Estate Department
Guwahati.

Madam,

In consideration of your agreeing to accept the security deposit of INR____(INR_____only) furnish able to you by M/s_____(hereinafter referred to as "the Contractor") in terms of their contract with you for Design, Supply, Installation, Testing and Commissioning (DSITC) of Bullion Lift in Bank's Main Office Building at Station Road, Guwahati as per their Tender dated _____and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR____ (INR_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR _____only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by



reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR ____ (INR ____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship



and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.



16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For and on behalf of above named Bank)

For and on behalf of
(Banker's Name and Seal)

Branch Manager
(Banker's seal)



ANNEXURE-III

Pro-forma for Bank Guarantee in Lieu of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for Design, Supply, Installation, Testing and Commissioning (DSITC) of Bullion Lift in Bank's Main Office Building at Station Road, Guwahati and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section II of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the above cited work for Bank's



main office premises, at Guwahati Office. The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED
(For and on behalf of above named Bank)

For and on behalf of
(Banker's Name and Seal)

Branch Manager
(Banker's seal)



ANNEXURE-IV

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK
(To be uploaded by the Tenderer along in the e-tendering portal)

1. Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
2022-23:
2021-22:
2020-21:
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.34,40,658 Lakh.

(Signature)

For the Bank

Place:

Date:

Note:

1. Bankers' certificates should be on letter head of the Bank and addressed to Regional Director, RBI, Estate Department, Station Road, Guwahati. In case of partnership firm, certificate should include names of all partners as recorded with the Bank



ANNEXURE-V

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

Know all men by these presents, we _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the "Design, Supply, Installation, Testing and Commissioning (DSITC) of Bullion Lift in Bank's Main Office Building at Station Road, Guwahati" for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note: Power of Attorney should be properly stamped and notarized. Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder:

Name/(s):

Stamp/Seal of the Bidder:

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

**ANNEXURE-VI****FORMAT OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER****Name & address of the Client:****Details of Works executed by Shri /Smt./ Ms.:**

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



	c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor



ANNEXURE-VII

Pro-forma of undertaking for maintenance confirmation by the OEM / Tenderer

To,
The Regional Director
Reserve Bank of India,
Estate Department
Guwahati -781001

Madam,

Design, Supply, Installation, Testing and Commissioning of VRF in Bank's Main Office Building at Station Road, Guwahati.

We hereby undertake to maintain the lift installed by us in your Premises satisfactorily, for a period of not less than 19 years after expiry of the defect liability/warranty period of one year at the rate quoted by us towards all-inclusive maintenance contract, subject to the price revision clause specified in the tender.

Yours faithfully,

For _____

(Authorized signatory)

ANNEXURE – VIII

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

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[illegible][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:									
--	--	--	--	--	--	--	--	--	--

								M								
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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):**

Saving 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 RBI responsible.

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.**



ANNEXURE - IX

DECLARATION OF COUNTRY OF ORIGIN

(To be furnished by the Tenderer)

NAME OF WORK: SITC of VRF System at Bank's Main Office Premises, Guwahati

This is to certify that

a) The offered cooling tower is new:

b) The lift will be manufactured, assembled and offered for inspection before dispatch the works/factory of _____(address)

Therefore, Country of Origin of cooling tower shall be

.

Date :

(Name of the Company with address and Company Seal)

Note: Specific address shall be provided for carrying out pre-delivery inspection at the works of the manufacturer.



ANNEXURE – X

Proforma for Indemnifying the Employer against Non-Compliance to Contract labor Rules/ Regulations

(To be submitted by successful bidder on Non-Judicial Stamp Paper of appropriate value)

The Regional Director
Reserve Bank of India
Estate Department, 2nd floor
Guwahati

Dear Sir

NAME OF WORK: SITC of VRF System at Bank's Main Office Premises, Guwahati

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

Name and Address Of The Contractor:

Sign & Seal of The Contractor:

Date:

Place:



ANNEXURE – XI

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

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

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

Name of Work: SITC of VRF System at Bank's Main Office Premises, Guwahati

Dear Sir,

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

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

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



above is not applicable).

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

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

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

Date:

Place:



ANNEXURE- XII

Undertaking to be included in tender regarding declaration of debarment by Public Institution(s)

(To be submitted by the tenderer on their letterhead)

Name of Work: SITC of VRF System at Bank's Main Office Premises, Guwahati

1. I/We _____ (Name of the bidder) declare that

- a) I/we or any of our allied firm* is/ are not debarred/suspended/ blacklisted by any public institution/entity in India or any other country on bid). (last date of submission of
- b) I/We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution/entity in India or any other country in last three years as on (last date of submission of bid).
- c) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred/ suspended/blacklisted by any public institution/entity in India or any other country on or before award of work for the captioned work.

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

(seal and signature of the bidder)

Date

Place

(Strike out one of the above two declarations which is not applicable)

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



SITC OF VRF SYTEM at BANK's MAIN OFFICE PREMISES, GUWAHATI

e-Tender No: RBI/Guwahati/Estate/3/24-25/ET/30

PART – II

Note:

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



SL NO	DESCRIPTION OF ITEMS	QTY	UNIT	Amount (₹)
Note:	Supply of following VRF/VRV system at site including all taxes, duties, transportation & insurance etc. as per BOQ and detailed tender specifications part-1. The bidder shall visit site before bidding. Detailed drawings to be submitted by the successful bidder after award of work well before execution at site for Bank's approval.			
1	VRF/VRV SYSTEMS:			
1.1	OUTDOOR UNITS(three or four modules)			
	Supply of air-cooled variable refrigerant flow(VRF) air- conditioning machine with modular type condensing units consisting of refrigerant piping (with inter connection), MS stand, pipe insulation and necessary supports. Machines shall be commissioned by vacuumisation, nitrogen purging and supply of required quantity of refrigerant gas charging. Supply of refrigerant gas to be included in this item. Compressor DC inverter based variable frequency drive multiple scroll type hermetic for R410a gas microprocessor control, lubricating oil, and all accessories as per the specifications. Condenser coil:- Aluminium fins. Condensing Fan: - Axial fans with suitable number of fans for each out door module unit(ODU). Safety Devices for Compressor Protection: In-Built Internal Thermal protector, Internal Pressure Relief valve, High Pressure cutout, Low pressure cutout and Evaporator Unit (Indoor Unit) shall be / 4 way Cassette / Hi wall- as the case may be. It shall consist of Blower with Blower motor, drive package,			



	<p>Drier, Air Filters, with quick fix filter arrangement, VRF type Evaporator coil. The low noise ODU's and IDU's shall be offered. The Noise level shall be maintained minimum in the indoor areas. The COP of the system shall be greater than 3.1 under ARI and should be able to work at 50 degree C temperature.</p> <p>Conditions for 100% load. The condensing units shall be suitable for operation on $415 \pm 10\%$ volts, 50Hz, 3 phase AC power supply. VRF unit shall be supplied with operating panel for operation & control. ODU to have standard factory coated treatment for heat & rust corrosion for panels, motor, electricals & heat exchanger, Power Cabling etc. The above work shall be done as per detailed specifications of part-1 of tender and condensing units shall be of following capacities: -</p>			
a	56 HP	1	Nos	
1.2	VRF INDOOR UNITS			
	<p>Supply, of variable refrigerant flow modular type indoor units Corded / Cordless remote suitable for above machines with R410a refrigerant comprising of all accessories as per the specifications. The indoor units shall be suitable to work on cooling mode.</p> <p>The indoor units shall be suitable for operation on 220 volts $\pm 6\%$ volts, 50Hz, 1 phase AC power supply. The</p>			



	indoor units shall be of following capacities: (Inclusive of GST)			
a	VRF 4way Cassette type VRF indoor units with compact cooling coil, electronic expansion valve and multispeed fan motor. The blower shall be statically & dynamicaly balanced and designed forsilent operation, the filters shall be washable synthetic media type arranged for convenient cleaning and replacement. The unit shall also consist of drain pan and drain pump and Cordless Remote Controller. (Inclusive of GST)			
	Capcity - 4Tr (Inclusive of GST)	7	Nos	
b	VRF Hi-Wall units comprising of coil, filter, fan. The unit shall be Mounted type and complete with Cordless Remotes (Inclusive of GST)			
	Capacity-2Tr / (Inclusive of GST)	6	Nos	
	Capacity-1.5Tr/ (Inclusive of GST)	4	Nos	
c	Supply of Copper Refnet Joints for indoor and Outdoor and other accessories required for complete installation and commissioning.	1	Nos	
	TOTAL Basic-A			
2	INSTALLATION, Testing and commissioning OF VRF OUT- DOOR and indoor unit UNITS-Top and gas charge etc., including all interconnection electrical, pipe line etc.			
2.1	Installation, Charging, Testing and commissioning of VRF system with Environment friendly refrigerant gas for the below mentioned system. This shall include lifting, shifting, and positioning of outdoor			



	units, nitrogen leak testing, oil charging, vaccumisation etc., (Inclusive of GST)			
a	Outdoor Unit of Capacity 56 HP (Inclusive of GST)	1	Nos	
2.2	INSTALLATION, testing and commissioning OF VRF INDOOR UNITS			
	Installation, Charging, Testing and commissioning of units complete with centrifugal blower, cooling coil with suitable rows, electronic expansion valves, high efficiency pre-filter sections, drain pump etc as per specifications.			
a	VRF 4way Cassette type VRF indoor units with compact cooling coil, electronic expansion valve and multispeed fan motor. The blower shall be statically & dynamically balanced and designed for silent operation, the filters shall be washable synthetic media type arranged for convenient cleaning and replacement. The unit shall also consist of drain pan and drain pump and Cordless Remote Controller.			
	Capacity - 4Tr/ (Inclusive of GST)	7	Nos	
b	VRF Hi-Wall units comprising of coil, filter, fan. The unit shall be Mounted type and complete with Cordless Remotes			
	Capacity-2Tr / (Inclusive of GST)	6	Nos	
	Capacity-1.5Tr/ (Inclusive of GST)	4	Nos	
2.3	VRF REFRIGERANT PIPING & FITTING WITH INSULATION			



	Supply, Installation, Testing and Commissioning of the interconnection refrigerant piping (liquid +gas) with nitrile rubber insulation in sleeve form. . Copper pipes shall be made of phosphorus deoxidized seamless copper. Minimum thickness to be used for refrigerant piping shall be as per manufacturer standard (OEM): Piping shall be properly supported at every 1.5-meter distance with stands and support linked with rubber as per detailed specifications part-1. (Inclusive of GST)	165	Rmt	
2.4	GASCHARGING			
	Additional gas charging-Over and above standard Gas charging quantity if required. (Inclusive of GST) such as pipe line etc.	30	kg	
2.5	REFNETJOINTS			
	Installation, Testing and commissioning of Special Refrigerant Y-joints for VRF indoor & outdoor units and other accessories for complete commissioning of VRF / vrv system			
	For indoor, out-door etc. (Inclusive of GST)	1	Nos	
2.6	COMMUNICATION CABLE			
	Supply, Installation, Testing and Commissioning of the control cabling from Indoor to outdoor unit & Outdoor unit to CRC / BAC net for all the units with the necessary fittings. The cabling shall be of weather proof type as most of the cabling will have open exposure to atmosphere. The cabling shall be bundled properly and shall be neatly aligned with the Refrigerant piping. The cabling shall be well			



	supported with G.I cable tray throughout the piping length.			
a	2corex1.5sq.mm copper (Inclusive of GST)	200	Rmt	
2.7	CENTRALISED REMOTE CONTROLLER			
	Supply, installation , testing and commissioning of the Central Remote Controller which must act as an advanced air conditioning management system to facilitate complete control of VRF air conditioning equipment. It should be user friendly through, icon display and colour LCD display. Integra table up to 64 remote controller groups and . Controller shall however be suitable for future connectivity of indoor & outdoor units also.			
	Central Remote Controller (Inclusive of GST)	1	No	
2.8	UPVC DRAIN PIPING isi mark			
	Supply & fixing rigid PVC piping complete with fittings, supports as per specifications and pre insulated with 6mm thick closed cell elastomeric nitrile rubber tubular insulation. "			
a	25mm Dia (Inclusive of GST)	200	Rmt	
b	32mm Dia (Inclusive of GST)	50	Rmt	
	TOTL BASIC VALUE B			
	TOTAL INCLUDING SUPPLY & INSTALLATION			
A1	CAPITAL COST= TOTAL BASIC VALUE A+B			
3	Comprehensive Annual Maintenance Charges (CAMC): - Comprehensive Annual maintenance Contract charges (including spares) for the entire system for	1	Lum Sum	



	each AC Unit as specified in tender Part-I. These rates will be applicable after expiry of one-year guarantee period. The rates shall include consumable labour, transport, insurance for transit, storage, workman compensation & 3rd party liability, installation, and contractor's all risk as indicated in specification and tender terms and conditions. (Inclusive of GST)			
B1	TOTAL CAMC COST (including GST)			

A1=Quoted Capital Cost of new VRF system

B1=Quoted Comprehensive AMC Value of all new VRF units

M. F=5.68 (Multiplying Factor)

TOTAL OWNERSHIP COST = A1 + B1 * M.F



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

