



भारतीय रिज़र्व बैंक

Supply, Installation, Testing and Commissioning (SITC) of Water pumps for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL)

Estate Office, Mumbai Regional Office, Reserve Bank of India invites limited e-tenders for the captioned work from the **Bank's empanelled contractors** in the trade of 'Electrical Works' in the category of ₹ 10 Lakh to ₹ 25 Lakh. The schedule of tender is as follows:

a. e-tender no.	RBI/Mumbai/Estate/69/24-25/ET/327
b. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprocho.me/rbi)
c. Estimated cost of the work	₹ 23.76 Lakh
d. Date of NIT available to parties to download (View Tender Time)	August 14, 2024 from 05:00 PM onwards
e. Pre-Bid meeting	Offline at 11.00 AM on August 20, 2024 at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai - 400001
f. Earnest Money Deposit	₹ 47,520/- (Rupees Forty Seven Thousand Five Hundred and Twenty only) by NEFT or in the form of BG on or before 2:00 PM on August 26, 2024 . The BG shall be submitted in sealed cover addressed by name to Regional Director, Main Office Building, Reserve Bank of India, Fort, Mumbai - 400001 so as to reach Estate Office, Second Floor, Main Office Building, Reserve Bank of India, Fort, Mumbai- 400001 ii) NEFT Details: A/c No – 04861436206 IFSC CODE – RBIS0MBPA04

	E-mail the proof of Earnest Money Deposit (EMD) deposit to us at the following email id: estatemumbai@rbi.org.in / smpatel@rbi.org.in
g. Date of Starting of e-Tender for submission of online Techno-Commercial bid and Price bid at https://www.mstcecommerce.com/eprochome/rbi	August 14, 2024 from 03:00 PM onwards
h. Date of closing of online e-tender for submission of Techno-Commercial bid & Price bid	August 26, 2024 till 2:00 PM
i. Date and time of opening of Part-I (Techno-commercial bid)	August 26, 2024 at 3:00 PM
j. Date and time of opening of Price bid	If no conditions are found after opening of Technical Bid Part-I, then Part-II shall be opened on same day. In the event of any conditions Part-II shall be opened subsequently.
k. Transaction Fee	₹ 1,188 /- plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
MUMBAI**

e-TENDER FOR

Supply, Installation, Testing and Commissioning (SITC) of Water pumps for
Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL
RESEARCH AND LEARNING (CAFRAL)

Part I (Techno-Commercial Bid)

(Containing Section I to Section IX)

Name of Bidder _____

Address _____

Date of Pre-Bid meeting: 20-08-2024

Venue: Meeting room in the Estate Office, Estate Office, Reserve Bank of India, Shahid Bhagat Singh Marg, Fort, Mumbai-400001 on 20-08-2024 at 11:00 AM

Due Date and time of Submission of e-Tender: August 26, 2024 till 2:00 PM

(SOT)

a. e-Tender no	RBI/Mumbai/Estate/69 /24-25/ET/327
b. e-Tender name	Supply, Installation, Testing and Commissioning(SITC) of Water pumps for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL)
c. Mode of Tender	e-Procurement System Online (Part I – Techno-Commercial Bid and Part II - Financial Bid through (https://www.mstcecommerce.com/eprochome/rbi))
d. Date of NIT available to the parties to download	August 14, 2024 from 5:00 PM onwards
e. Estimated cost of work	₹ 23.76 Lakhs
f. Earnest Money Deposit (EMD) :	₹ 47,520/-
g. Date of pre-bid meeting	August 20, 2024 offline at 11 am.
h. Last date for submission of tender (Part-I and Part-II).	August 26, 2024 till 2:00 PM
i. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	August 26, 2024 at 3:00 PM
j. Date & time of opening of Part-II (i.e. Financial Bid)	If no conditions are found after opening of Technical Bid Part-I, then Part-II shall be opened on same day. In the event of any conditions,Part-II shall be opened subsequently.
k. Transaction Fee	Rs. 1188/- plus GST @ 18 % Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd
l. Tender fees for download from portal	Nil

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Section 1

Form of Tender/Bid

Place:

Date:

To
The Regional Director,
Mumbai Estate Office,
Reserve Bank of India,
Main Office Building,
Mumbai- 400 001

Dear Sir,

Having read and examined the Notice Inviting tender, specifications, designs, schedule of quantities, various schedules, General conditions of contract and clauses of contract mentioned there in, 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, drawings 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

(a)	Description of works	:	Supply, Installation, Testing and Commissioning (SITC) of Water pumps for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL)
(b)	Estimated cost	:	As specified in Schedule 'E' of the Tender part I
(c)	Earnest money Deposit (Rs.)	:	As specified in Schedule 'E' of the Tender part I

(d)	Time allowed for completion : As specified in Schedule 'E' of the Tender part I of the works from 14 th day after the date of written order to commence work
(e)	Retention Money (Security Deposit) : As specified in Schedule 'E' of the Tender part I
(f)	Performance Bank Guarantee : Bank Guarantee from any Scheduled Bank for an amount equal to 5 % of the contract amount.

2. We agree to keep the tender open for the validity period specified in Schedule 'E' of the tender and not to make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually.
3. A sum of Rs. ₹ 47,520/-is hereby forwarded in the form as specified in Schedule 'E' of the tender document as Earnest Money. If I/We, fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.
4. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.
5. I/We undertake and confirm that eligible 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, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are

authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.

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

8. Our bankers are (Name and full address)

(i)	
(ii)	

The names of partners of our firm are:

(i)	
(ii)	

Name of the partner of the firm authorized to sign	
OR	
Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney should be attached)	

Yours faithfully,

Signature of Bidder with Seal.

Signatures and addresses of witnesses

	Signature	Address
(i)		
(ii)		

Section II

SCOPE OF WORK

Description of Work: Supply, Installation, Testing and Commissioning (SITC) of Water pumps for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL)

- 1.1** The scope of proposed work shall be as per the layout plans & drawings, schedule of quantities & specifications given in this tender document. Some of the major items of works covered are listed below (in brief):
- i. Scope consists of Design, supply, installation, testing and commissioning of pump set at already constructed underground tanks and in the terrace (depending on the type of the pump) at site with suitable starter panel and cabling. In addition to this, SITC of level switches at appropriate location has to be carried out in all aspects as per instructions of Engineer in charge. Work shall include all the cabling work from starter panel to the pump.
 - ii. Work shall also include necessary plumbing connection required for testing and commissioning of the pump in all aspects. Scope also consist of all the necessary earthing required for the starter/control panel as per specifications.
 - iii. Scope of work also include the integration of level switches with starter/control panel as per standard specifications.
 - iv. Coordination with the other electrical and civil vendors for successful completion of the works.
- 1.2)** It is not the intent to specify completely herein all details of design and construction of the works covered under this enquiry. Scope of work may also include such other related works as indicated in the drawings and /or 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 CONTRACTOR's guarantee period in a manner acceptable to the Engineer-in-Charge who shall have the power to reject any works or materials which in his judgement are not in full accordance with the specification requirements as directed hereunder.

1.3) Various works covered in this specification shall include furnishing of all materials, labour, tools plants and equipment, transportation, fabrication, supervision, testing and commissioning of entire system.

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

Place:

Signature and seal of bidder

Date:

Section III

General Rules and Instructions to the bidders

1	Eligibility The contractors / firms bidders already Bank empanelled upto ₹ 25 Lakh as per the eligibility criteria may only submit the tender.						
2	Bids in Two bid system The tender in two parts (Part I comprising of duly filled tender part I, complete, EMD, technical bid/details, literature etc. and Part II comprising of duly filled-in tender part II) should be submitted online as e-Tender using digital signature not later than the date and time of submission of tender/bid on line (as specified in schedule 'E'). Tender inviting authority and Name of work, office is specified in schedule 'E'. No tender will be accepted after the specified date and time for submission of tender under any circumstances whatsoever. Bids shall be submitted online only and those received in physical form will not be entertained.						
3	Integrity pact- Not Applicable The bidders/ prospective vendors shall be required to enter into an agreement with the Reserve Bank of India (RBI) called Integrity Pact (IP). The IP envisages an agreement between the RBI and the bidders/ prospective vendors as per the approved proforma annexed hereto, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the contract. The IP shall be applicable from the stage of invitation of bids till the complete execution of the contract. The tenders of those bidders/ prospective vendors which do not contain the IP in the approved proforma shall be liable for rejection.						
4	Documents Comprising Tender/ Bid Part I: (Techno-Commercial Bid) <table border="1" style="width: 100%;"><tr><td style="text-align: center;">i)</td><td>Form of Tender/Bid</td></tr><tr><td style="text-align: center;">ii)</td><td>Earnest Money Deposit (EMD/Bid Security in the approved format as specified in Schedule 'E'</td></tr><tr><td style="text-align: center;">iii)</td><td>Checklist</td></tr></table>	i)	Form of Tender/Bid	ii)	Earnest Money Deposit (EMD/Bid Security in the approved format as specified in Schedule 'E'	iii)	Checklist
i)	Form of Tender/Bid						
ii)	Earnest Money Deposit (EMD/Bid Security in the approved format as specified in Schedule 'E'						
iii)	Checklist						

	iv)	Power of Attorney (as per proforma annexed hereto) in favour of person signing the Bid
	v)	E-Tender transaction fee shall be paid as specified in Schedule 'E'
	vi)	Duly Filled-in and signed tender document consisting of:
	a)	Entire Tender Document Section I to Section IX
	b)	All formats towards pre-qualification/eligibility criteria etc annexed hereto duly filled in along with relevant documents.
	vii)	Integrity pact in the approved proforma annexed hereto, if applicable.
	Part II: (Price Bid)	
	Schedule of Quantities, duly filled-in online.	
5	Clarifications and pre-bid meeting	
	<p>If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, specified in Schedule 'E' in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.</p> <p>In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in Schedule 'E'. The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 5:00 PM on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.</p>	
6	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 and will be uploaded on website
	ii)	The said amendment in the form of the addendum/ corrigendum will be made available on website of RBI to all the prospective bidders to whom the tender documents issued online and this communication will be in writing and same shall be binding on the bidders. The prospective bidders should promptly acknowledge receipt of the addendum/corrigendum by fax/courier/e-mail to RBI. 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.
7	Item Rate Tender	
	The Bidder should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. Rates quoted shall remain firm for a variation up to (+) 25% of the specified quantities of each item in the Schedule of Quantity.	
8	Preparation of bid and Cost of bidding	
	i)	The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
	ii)	The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.
9	Format to be used	

	<p>The bidder must fill up and submit only the tender forms/formats issued (online) by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.</p>	
10	<p>Filling of Rates</p>	
	i)	<p>Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. The amount for each item should be worked out and requisite totals should be given in the specified column.</p>
	ii)	<p>In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the tender shall be considered incomplete and shall not be considered.</p>
	iii)	<p>No advice of any change in rate or conditions after the opening of the tender will be entertained.</p>
11	<p>Earnest Money Deposit (EMD)/Bid security</p>	
	i)	<p>The bidders are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount as specified in Schedule 'E' along with the tender (Part –I) in the manner as specified in Schedule 'E'.</p>
	ii)	<p>A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest.</p>
	iii)	<p>The Earnest Money Deposit (EMD) paid by the successful bidder shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit. On submission of the Performance Bank Guarantee (PBG) as per Clause-1 of the GCC, the EMD shall be returned in due course.</p>
12	<p>Signing of Bid, Power of Attorney</p>	
	i)	<p>Each of the tender documents should be digitally signed as per instruction of e-tender specified in Schedule 'H' hereto by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Rules and Instructions to bidders including prequalification criteria, General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.</p>

	ii)	The tender submitted online on behalf of a firm must be digitally signed as per instructions of e-tender specified in Schedule 'H', it must be digitally signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be uploaded along with the tender, or it must be digitally signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.
	iii)	Bidders shall submit online along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person digitally signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto.
13	Modification / substitution / Withdrawal of Bids	
	i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
	ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
14	Bid Due Date	
	Bids should be submitted online as specified in instructions to e-Tender on or before the stipulated time and date as specified in Schedule 'E'. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.	
15	Late Bids	
	No bid will be received after the due date/last date and time specified for submission of bids in schedule 'E' or after the extended Bid due date, If any.	
16	Opening of Bids	
	Duly filled tender Part I, accompanied by EMD, prequalification criteria, technical details, literature etc., called Part I of the tender, will be opened on e-Tender mode on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E' or his authorized representative in the presence of authorized representatives of the bidders who choose to be present.	

	Duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents and prequalification criteria, only will be opened on the time and date, as specified in Schedule 'E', at his office, by the tender inviting authority, as specified in Schedule 'E' in presence of the authorized representatives of the qualified bidders.
17	Bid Validity
	Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule 'E' from the date of opening of the Part-I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
18	Clarification & Evaluation of Bids
	RBI would subsequently examine and evaluate bids as below:
i)	Only those tenders, which meet the minimum prequalification criteria set out in this tender, shall be processed further. After verification of the correctness/legality and adequacy of the information and supporting documents furnished and considering firms financial standing, business integrity, record of timely completion of works, quality of work executed, etc. and Price Bids of only those Bidders who are technically qualified as per part I of tender shall be opened.
ii)	The price bids of unqualified bidders will not be opened, and communication will be sent in this regard.
iii)	Rates quoted for each item shall be considered during verification/ scrutiny.
iv)	If the rates in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.
v)	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.
vi)	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 to during the evaluation of Bids in accordance with tender clauses.
vii)	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.

	viii)	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 revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount. 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.
	ix)	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.
19	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 from the date of issue of work order 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.	
20	Performance Guarantee	
	The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.	
21	Retention Money/ Security Deposit	
	i)	Towards due fulfilment of the contract by the Contractor, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money. This amount (Retention Money) will be termed as Security Deposit . RBI will release the Security Deposit after rectification of the defects pointed out during the Defects Liability Period . The amounts retained by the RBI shall not bear any interest.
	ii)	All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become

		otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
	iii)	The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
22	Taxes/ Duties/ Levies	
	i)	Goods and service tax (GST), purchase tax, turnover tax, Excise duty or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.
23	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 the written work order.	
24	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 bidder shall, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Engineer-In-Charge.	
25	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.	

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

**Place
Date**

Signature and seal of bidder

Section IV

General Conditions of the Contract

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

		xxiii) Net Rate/Price - If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “ net rates ” or “ net prices ” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
Scope and performance	3.	Where the context 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.	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

	<p>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> <ul style="list-style-type: none">a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.b) Any discrepancy in the drawings or amongst the Schedule of Quantities and/or drawings and/or specification.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.d) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications.e) The dismissal from the works of any persons employed by the contractor thereupon.f) The opening up for inspection of any work covered up.g) The amending and making good of any defects noticed and reported during Defect Liability Period. <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</p>
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		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.
Sufficiency of Tender	7.	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 with regard to the intention of the document and his decision shall be final and binding on the contractor.
	8.3	If there is a discrepancy between actual scaled drawing and written dimension (or description) on a drawing, the latter shall be followed.
8.4	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with standard method of measurement. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under Clause 12 hereof shall be added to, or deducted from the Contract amount (as the case may be)	

		provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
Signing of Contract	9.	The successful tenderer/contractor, on acceptance of his tender by the Employer, shall, within 14 days from the stipulated date of work order sign the contract consisting of: -
		i) Articles of agreement on non-judicial stamp paper/s of appropriate values (The cost of the stamp paper/s shall be borne by the contractor. One Certified copy of the agreement will be handed over to the contractor by the Employer)
		ii) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
		No payment for the work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

		CLAUSE 1
Performance Guarantee	i)	The contractor shall submit an irrevocable Performance Guarantee of 5% (five percent) of the Contract amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto.
	ii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus Defect Liability period plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Engineer-in-charge, the performance guarantee shall be returned to the contractor, without any interest.
	iii)	The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
	a)	Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

		b)	Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
		iv)	In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
	CLAUSE 1 A		
Recovery of Security Deposit	i)		The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period.
	ii)		All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
	iii)		The security deposit as deducted above can be released against Bank Guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank Guarantee shall not be less than 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.

	iv)	In the event of the contract being determined or expired due to efflux of time without successful completion of the scope of works or rescinded under provision of any of the Clause/Condition of the agreement, the security deposit/RMD shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
	CLAUSE 2	
Compensation for Delay		If the contractor fails to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as per the authority specified in 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. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld

		amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
	CLAUSE 2 A	
Incentive for early completion		In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated as per clause 12.1), a bonus @ 1% (one per cent) of the contract amount per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the contract amount. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in Schedule 'F'.
	CLAUSE 3	
When Contract can be Determined		Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
	i)	If the contractor has abandoned the contract
	ii)	If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-charge that the same were condemned and rejected by him under these conditions .

	iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-in-charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
	iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
	v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
	vi)	If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer
	vii)	If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
	viii)	If the contractor had secured the contract with Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
	ix)	If the contractor being an individual, or if a firm, any partner thereof commits an "Act of Insolvency" or shall at any time be adjudged insolvent or have a

	<p>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.</p>
x)	<p>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.</p>
xi)	<p>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</p>
xii)	<p>If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.</p>
xiii)	<p>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.</p>

		<p>When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Employer shall have powers:</p>
	a)	<p>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.</p>
	b)	<p>After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter 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</p>

		<p>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>
<p>CLAUSE 3A</p>		
	<p>a)</p>	<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract.</p>
	<p>b)</p>	<p>If the payment of the amount payable by the Employer under Certificate of the Engineer-in-charge shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the</p>

	<p>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.</p>
	<p>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:</p>
	<p>i) If the Contract price of work is up to Rs. 50 lac: 15 days.</p>
	<p>ii) If the Contract price of work exceeds Rs. 50 lac: 30 days.</p>
	<p>d) If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of Contract price subject to maximum limit of Rs. 10 lakh.</p>
	<p>CLAUSE 3B</p>
Termination of Contract in case of death of Contractor	<p>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.</p>
	<p>CLAUSE 4</p>
Contractor liable to pay Compensation	<p>In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof</p>

<p>even if action not taken under Clause 3</p>	<p>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 there of belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
	<p>Clause 5</p>
<p>Time and Extension for Delay</p>	<p>"If the Contractor fails to complete the work by the date as stipulated in the Contract or within any extended time under relevant Clause and the Employer certifies in writing that in her/ his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor." The recovery of Liquidated Damages shall be at the rate of 0.25% of the cost of award of work per week subjected to a maximum of 10% of the contract amount.</p>
	<p>CLAUSE 5A</p>

Time and Extension for Delay		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.
5.1		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 milestone and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the 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'.
	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.
		PROGRAMME CHART
i)		The Contractor shall prepare a detailed work programme (for contract price upto Rs 2 Crores) and an integrated programme chart in MS

	Project/Primavera software or any other similar project management software (for contract price above Rs 2 Crores) for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within fourteen days of award of the contract.
ii)	The programme should include the following:
a)	Descriptive note explaining sequence of the various activities.
b)	Network (PERT / CPM / BAR CHART).
c)	Programme for procurement of materials by the contractor.
d)	Programme for procurement of machinery/ equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
e)	Programme for deployment of man power by the contractor.
	In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering/ form work material required for cement concrete and R.C.C. works etc. within one week from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.
iii)	If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, on his instructions, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer-in-Charge. A recovery of Rs. 500/- (for works costing up to Rs. 2 Crores) / Rs. 5000/- (for works costing more than Rs. 2 Crores) shall be made on per day basis in case of delay in submission of the modified programme from the date of

	instructions issued by Engineer-in-charge to submit a revised programme subject to a maximum of 0.5% of the contract amount.
iv)	The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
v) a	The contractor shall submit the progress report for works costing up to Rs 2 Crores with reference to base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 500/- shall be made on per day basis in case of delay in submission of the monthly progress report subject to a maximum of 0.5% of the contract amount.
v) b	The contractor shall submit the progress report for works costing more than Rs 2 Crores using MS Project/Primavera software with base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery of Rs. 5000/- shall be made on per day basis in case of delay in submission of the monthly progress report subject to a maximum of 0.5% of the contract amount.
5.2)	If the work(s) be delayed by:-
i)	force majeure, or
ii)	abnormally bad weather, or
iii)	serious loss or damage by fire, or
iv)	civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
v)	delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or

	vi)	non-availability of stores, which are the responsibility of Employer to supply or
	vii)	non-availability or break down of tools and Plant to be supplied or supplied by Employer or
	viii)	any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.
		then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
	5.3)	Request for rescheduling 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.
	CLAUSE 6	

Measurements of Work Done (If contract value is less than Rs.10.00 lakh)	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.
	ii)	All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.
	iii)	All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
	iv)	If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.
	v)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.
	vi)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom.

		In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such standard is available, then a mutually agreed method shall be followed.
	vii)	The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	viii)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
	CLAUSE 6A	

<p>Computerized Measurement Book</p> <p>(If contract value is more than Rs.10.00 lakh)</p>	i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
	ii)	All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the proforma of Measurement Book annexed hereto, so that a complete record is obtained of all the items of works performed under the contract.
	iii)	All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in- Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.
	iv)	Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks/test checks.
	v)	The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after

	getting the earlier MB cancelled by the Employer. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of 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.
vi)	The contractor shall also submit to the Employer separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
vii)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.
viii)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be followed.
ix)	The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized

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

		<p>Total Retention Money. The Contractor shall be entitled to the payment of the Final Balance in accordance with the final certificate to be issued in writing by the Engineer-in-Charge at the expiry of the period referred to as “the Defects Liability Period” in clause 17 or as soon as after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Engineer-in-Charge of any Certificate during the progress of the works or at or after their completion shall not relieve the Contractor from his liability under this contract nor relieve the Contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defect and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Engineer-in-charge shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Engineer-in-charge might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer’s decision shall be final and binding.</p>
	a)	<p>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.</p>
	b)	<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.</p>
	c)	<p>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.</p>
	d)	<p>The amount admissible shall be paid within the specified period of honouring certificates in the schedule ‘F’ after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the dismantled materials, if any and all required details/ documents. In case of delay in payment of Running Account bills after 45 days of submission of bill</p>

		by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 3% per annum shall be paid to the contractor from the date of expiry of prescribed time limit.
	ii)	All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract
	iii)	Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
Payments in composite Contracts	iv)	In case of composite tenders, running payment for the major and minor components shall be made after certification of works by concerned engineers of respective discipline.
	v)	In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer-in-charge shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, she/he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by

		him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge from the next RA/ final bill due to main contractor as the case may be.
	CLAUSE 7A	
Unfixed materials when taken into account to be the property of the Employer	Where in any Certificate (of which the Contractor has received payment), the Engineer-in-Charge has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Engineer-in-Charge. The Contractor shall be liable for any loss of, or damage to, such materials.	
	CLAUSE 8	
Completion Certificate and Completion Plans	i)	Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work if the work is found incomplete, the 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.
	ii)	The works shall not be considered as completed until the Engineer-in-charge has certified in writing that they have been completed. The Defects Liability Period shall commence from the date of such certificate.
	CLAUSE 8A	
Contractor to Keep Site Clean		The splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.
	CLAUSE 8B	
Completion Plans to be Submitted by the Contractor	i)	The contractor shall submit completion plan (as built drawing in AUTOCAD or any such approved software and one hard copy) for, structural drawings, water, sewerage and drainage line, Electrical, HVAC, Firefighting system works, etc. as applicable depending upon the scope of work within thirty days of the completion of the work.
	ii)	The contractor shall submit all the data and details as regards the work to enable the Employer to prepare the 'As built drawings' for layouts etc.
	iii)	The contractor shall also submit the operation and maintenance manuals and other technical literature/ warranty certificates provided by OEMs in respect

		of all the electrical/ electro-mechanical and electronic equipment/ systems etc.
	iv)	In case, the contractor fails to submit the completion plan as aforesaid, the Employer will not process its bills for payment till such time the completion plan is submitted.
	CLAUSE 9	
Payment of Final Bill		The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge complete with account of materials wherever applicable.
	i)	If the Contract price of work is up to Rs. 50 lakh: 2 months
	ii)	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.
	CLAUSE 9A	
Payment of Contractor's Bills through electronic means	i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format

		<p>(2) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Engineer-in-Charge of the account or claim by payment to the bank.</p> <p>While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.</p>
	ii)	Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.
	CLAUSE 10	
Materials to be provided by the Contractor	i)	The contractor shall, at his own expense, provide all materials, required for the works.
	ii)	The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The materials shall be selected from the list of approved makes of materials at Section VI and shall be in accordance with the requirements of IGBC rating system as specified in Schedule G. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.
	iii)	The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work

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

CLAUSE 10A	
Price Adjustment - Payment on Account of variation in Material Prices/Wages	<p>i) Where scheduled period of completion is more than one year, in order to take in to account the variations in Material prices and wages during the contract period when the work is in progress, including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, adjustments in the costs of materials and labour shall be allowed on the basis of formulae as given below:</p> <p>(1) Materials</p> $V_M = 70/100 \{0.88V - (M)\} \times \{(WI - WI_0)/WI_0\}$ <p>Where</p> <p>V_M = Variation in material cost, <i>i.e.</i>, increase or decrease in the amount in Rs to be paid or recovered.</p> <p>V = Value of work done excluding advances on materials, if any, during the period under reckoning.</p> <p>M = Cost of materials for which basic rates, if any, are indicated in the tender</p> <p>WI = Average of All India Wholesale Price Index for all commodities for the period under reckoning as published in the RBI Bulletin.</p> <p>WI_0 = 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> $V_L = 30/100 \{0.88V - (M)\} \times \{(CI - CI_0)/CI_0\}$ <p>Where</p>

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

	vi)	The downward adjustment on account of labour element will be made only if the minimum wages also register corresponding fall compared to the minimum wages prevailing in the month of receipt of final price bid of the tenders.
	vii)	The price adjustment clause shall be applicable only for the work executed during the contract period including authorized extension, if any. In case the work is not completed within the contract period including authorized extension and the provision of liquidated damages has to be enforced, this adjustment clause will not be applicable for work done during that period. It is also clarified that price adjustment clause will not be applicable to any extra variation items, the rates of which are based on prevailing market rate.
	viii)	In view of the price adjustment in cost being covered as above, no other adjustments viz. increase or decrease due to statutory measures/levies etc. will be allowed for any reason whatsoever.
i	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.
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	CLAUSE 11	
	i)	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.
	ii)	In the case of any class of work for which there is no such specifications as referred above, such work shall be carried out in accordance with

		<p>the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.</p>
	iii)	<p>The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.</p>
<p>Action in case Work not done as per Specifications</p>	<p>CLAUSE 11 A</p>	
	i)	<p>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.</p>
	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</p>

		<p>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>
<p>Deviations/ Variations Extent and Pricing</p>	<p>CLAUSE 12</p>	
		<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</p>

		<p>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	The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract price sum being ordered, be extended, if requested by the contractor, as follows
	i)	In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work(including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus
	ii)	25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
Deviation - Extra Items and Pricing	12.2	A) Items that are completely new, and are in addition to the items contained in the contract
		Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or

		<p>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.</p>
		<p>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.</p>
		<p>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</p>

Exclusions: CI 2A, CI 19C and 19G shall not be applicable for the contract. However, the contractor at his discretion may follow the instructions mentioned in the contract at no extra cost to the Bank.

			and the contractor shall be paid in accordance with the rates so determined. Such items will not be eligible for escalation.
Deviation - Substituted Items and Pricing		B)	Items that are taken up with partial substitution or in lieu of items of work in the contract
			In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall, wherever possible, be derived out of the rates given in priced schedule of quantities in the manner as mentioned in the following para.
			a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
			b) The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (A) thereof.
			c) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
		d) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item	

			(to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
Deviation - Deviated Quantities and Pricing		C)	In the case of contract items, substituted items, contract cum substituted items which exceed the pre-specified limits over the tender quantity
			In the case of contract items, substituted items, contract cum substituted items, which exceed the pre-specified limits laid down in Schedule 'F', the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
			The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

I/We hereby declare that I/we have read and understood the above instructions of General Conditions of Contracts. The same shall be binding upon me/us in case the work is entrusted to me.

	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 lac :	15 days.
		ii)	If the Contract price of work exceeds Rs. 50 Lac:	30 days.
	12.4	The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Employer may authorize consideration of such claims on merits.		
	12.5	Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.		
Foreclosure of contract due to Abandonment or Reduction in Scope of Work	CLAUSE 13			
	If at any time after acceptance of the tender, Employer 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			

	<p>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.</p>
	<p>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;</p>
<p>i)</p>	<p>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.</p>
<p>ii)</p>	<p>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.</p>
	<p>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.</p>
	<p>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</p>

	termination were recoverable by the Employer from the contractor under the terms of the contract.	
Carrying out part work at risk & cost of contractor	CLAUSE 14	
	If contractor:	
	i)	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
	ii)	Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
	iii)	Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
	The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:	
	a)	Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
	b)	Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
	The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. The liability of contractor on account of loss or damage suffered by	

	<p>Employer because of action under this clause shall not exceed 10% of the Contract price of the work.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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</p>

Place

Signature and Seal of bidder

	any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.	
Suspension of Work	CLAUSE 15	
	i)	The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
	a)	on account of any default on the part of the contractor or;
	b)	for proper execution of the works or part thereof for reasons other than the default of the contractor; or
	c)	for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in- Charge.
	ii)	If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
a)	the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;	
b)	If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees	

		<p>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.</p>
	iii)	<p>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.</p>
Dismantled Material Employer's Property	<p>CLAUSE 16</p> <p>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</p>	

	<p>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.</p>	
<p>Contractor Liable for Damages, defects during defect liability period</p>	<p>CLAUSE 17</p>	
	<p>i)</p>	<p>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.</p>

		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.
	ii)	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.
Setting out of works	Clause 18	
	<p>The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within the Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer-in-Charge.</p> <p>The checking of any setting-out or of any line or level by the Engineer-in-charge or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting out the works.</p>	
	CLAUSE 19	
	i)	The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition)

All relevant Statutory Laws to be complied by the Contractor		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.
Payment of wages:	CLAUSE 19 A	
	i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
	ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in

Date

		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)	<table border="1"> <tr> <td>a)</td> <td>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.</td> </tr> <tr> <td>b)</td> <td>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.</td> </tr> </table>	a)	The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.	b)	Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.
a)	The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.					
b)	Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor.					
	v)	The contractor shall indemnify as per the approved format and keep indemnified the Employer against payments to be made under and for				

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

	<p>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..</p>	
	<p>CLAUSE 19 E</p>	
	<p>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.</p>	
	<p>CLAUSE 19 F</p>	
	i)	<p>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.</p>
	ii)	<p>However, the Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.</p>
	<p>CLAUSE 19 G</p>	
Employment of skilled/semi skilled	i)	<p>The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade</p>

workers		<p>from Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge.</p>
	ii)	<p>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.</p>
Contribution of EPF and ESI	<p>CLAUSE 19 H</p>	
	<p>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.</p>	
Ensuring Payment and Amenities to Workers if Contractor fails	<p>CLAUSE 19 I</p>	
	<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</p>	

	<p>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>				
<p>Authorities and Notices</p>	<p>CLAUSE 20</p> <table border="1" data-bbox="467 808 1482 1711"> <tr> <td data-bbox="467 808 565 1444">(i)</td> <td data-bbox="565 808 1482 1444"> <p>The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.</p> <p>In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.</p> </td> </tr> <tr> <td data-bbox="467 1444 565 1711">(ii)</td> <td data-bbox="565 1444 1482 1711"> <p>The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.</p> </td> </tr> </table>	(i)	<p>The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.</p> <p>In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.</p>	(ii)	<p>The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.</p>
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<p>Work not to be sublet. Action in case of insolvency</p>	<p>CLAUSE 21</p> <p>The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein</p>				

	<p>shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.</p> <p>And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.</p>
<p>Recovery of Compensation paid to Workmen</p>	<p>CLAUSE 22</p> <p>In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer shall be entitled to recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under the provisions of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence of contesting such claim.</p>
<p>Changes in firm's</p>	<p>CLAUSE 23</p>

<p>Constitution to be intimated</p>	<p>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.</p>
<p>Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc.</p>	<p>CLAUSE 24</p> <p>The contractor shall arrange at his own expense all materials (including consumables such as welding rods etc.), all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, steel scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.</p>
	<p>CLAUSE 25</p>
<p>Settlement of Disputes & Arbitration</p>	<p>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</p>

	<p>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:</p>
	<p>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.</p>
	<p>ii) All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.</p>
	<p>iii) But If the Competent Authority(CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the 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 no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition</p>

	<p>or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.</p> <p>The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of 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 or arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, 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 or arbitrators is given, abide by the decision of the Employer. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank'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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<p>Contractor to indemnify Employer against Patent Rights</p>	<p>CLAUSE 26- This clause is not applicable.</p>	
	<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, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, 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>	
<p>Lumpsum Provisions in Tender</p>	<p>CLAUSE 27</p>	
	<p>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.</p>	
<p>Nominated Sub-Contractors</p>	<p>CLAUSE 28</p>	
	<p>(i)</p>	<p>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.</p>

	(ii)	No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into a Contract provided :
	a)	That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contract as the Contractor is under in respect of this contract.
	b)	That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
	c)	Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Engineer-in-charge's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Engineer-in-charge proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Engineer-in-charge and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor.
Withholding and lien in respect of sum due from contractor	CLAUSE 29	
	i)	Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover

	<p>the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the RESERVE BANK OF INDIA pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p>
	<p>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</p>

	<p>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.</p>
<p>Lien in respect of claims in other Contracts</p>	<p>CLAUSE 29A</p> <p>Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer 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>
<p>Return of Surplus materials</p>	<p>CLAUSE 30</p> <p>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</p>

	<p>himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.</p>			
Water and Electric power supply for work	<p>CLAUSE 31</p>			
	<p>Contractor has to arrange for the power and electricity supply required for all the works including necessary connection from the authorities. If the Bank, provides water and electricity power supply, then the same will be provided only at one point for the entire project. Contractor shall make their own arrangement for further extension of connection, if any with safety fixtures and nothing extra shall be paid for the same. However, if the Bank supplies the services as mentioned above, necessary recovery in following manner shall be made at following rates from the total amount payable to the contractor:</p> <p>A) Electricity supply: 0.5% of the gross amount payable</p> <p>B) Water supply: 0.5% of the gross amount payable.</p>			
Alternate water arrangements	<p>CLAUSE 32</p>			
	<table border="1"> <tr> <td>i)</td> <td> <p>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.</p> </td> </tr> <tr> <td>ii)</td> <td> <p>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</p> </td> </tr> </table>	i)	<p>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.</p>	ii)
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	<p>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.</p>
<p>Insurance in respect of damages to Persons and Property</p>	<p>CLAUSE 33</p> <p>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 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</p>

	<p>standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.</p> <p>The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.</p>
	<p>The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.</p> <p>The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen’s Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.</p> <p>In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.</p>

	<p>The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.</p>
	<p>The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom.</p> <p>Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.</p>
	<p>The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.</p> <p>The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Engineer-in-charge may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.</p> <p>Without prejudice to his liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated Sub-Contractor to</p>

	<p>commence work at the site unless said insurance policies are submitted. In the event of failure, of the Sub-Contractor to take out such policy or policies of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor.</p>	
<p>Employment of Technical Staff and employees</p>	<p>CLAUSE 34</p>	
	<p>Contractor's Superintendence, Supervision, Technical Staff & Employees</p>	
	<p>i)</p>	<p>The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract until the expiry of the "Defects Liability Period" stated in schedule 'F'.</p> <p>The contractor shall immediately after receiving letter of award of work and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the Project Manager, to be in charge of the work, Principal technical representative and other technical representative(s) who will be supervising the work. Minimum requirement of such Project Manager and/or technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 working 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>

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 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

		<p>checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Project Manager, Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two continuous days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Technical staff and employees employed by him) along with every on account bill and final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.</p>
	ii)	<p>The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p>
	iii)	<p>The Engineer-in-Charge shall be at liberty to object to 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>
Levy/Taxes payable	CLAUSE 35	

by Contractor	i)	Goods and service tax (GST) , Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.
	ii)	The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, sand, stone, kankar, etc. from local authorities.
	If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.	
Conditions for reimbursement of levy/taxes if levied after receipt of tenders	CLAUSE 36	
	i)	All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
	ii)	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
	iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the

		Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
Other Persons employed by Employer	CLAUSE 37	
	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.	
If relative working with the Employer then the contractor not allowed to tender	CLAUSE 38	
	<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 grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>	
No Employee of the Employer to work as Contractor within one year of retirement	CLAUSE 39	
	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	

	<p>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>
<p>Compensation during warlike situations</p>	<p>CLAUSE 40</p> <p>The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the</p>

	<p>Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.</p> <p>In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.</p>
	CLAUSE 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.
	CLAUSE 42
Compensation	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.
Release of Security deposit after labour clearance	<p>CLAUSE 43</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>
Non-Disclosure Pact	CLAUSE 44

	<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.</p> <p>The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.</p> <p>The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>	
	<p>CLAUSE 45</p>	
<p>Sexual harassment of women at work place</p>	<p>(i)</p>	<p>The Contractor /Agency shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of the women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint</p>
	<p>(ii)</p>	<p>The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.</p>

	(iii)	Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of the Regional Complains Committee constituted by the Bank.
	(iv)	The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues

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 over ride the provision(s) of the General conditions of Contract and clauses of contract provided as part therein, only of the extent that such repugnance or variations cannot and shall be to the extent that such repugnance or variance cannot be reconciled with the General Conditions of Contract.
	iv)	Wherever it is stated anywhere in this tender document that such and such supply is to be effected or such and such work is to be carried out, it shall be

		understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically stated.
	v)	The items given in Schedule of Quantities shall be read in conjunction with materials and job specifications and relevant drawings.
Responsibilities of contractor	CLAUSE SC 2	
	i)	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, drawings and Renovation work aids equipment such as transportation equipment, tools and tackles as well as teasing appliances such as air compressors etc. and the necessary supervisory personnel, skilled, semi-skilled and unskilled 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)	It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, and other lifting tackles, tools and appliances to perform the work in a safe and efficient manner and complete all the jobs as per time schedules.
	v)	Preparing approaches and working area for the movement materials shall also be the responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability etc. to provide suitable allowances in his quotation.
	vi)	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.

	vii)	Responsibility for obtaining all statutory approvals, if any related to the work lies with the CONTRACTOR.
	viii)	The CONTRACTOR shall provide drinking water, rest room facilities and other amenities at site for the contract workmen as per the statutory requirements at his own cost.
	ix)	CONTRACTOR shall take all steps to see that normal functioning of Public life/ Public traffic is not affected/obstructed while executing the work. Stacking of materials, excavated earth, equipment, tools and vehicles involved in movement of construction equipment or materials should not make any hindrance for the movement of other vehicles and people.
	x)	CONTRACTOR shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board.(If any)
	xi)	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, wherever applicable and required.
	c)	Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
	d)	Contractor shall provide all the shop drawings or layout drawings for all the co-ordinated services before starting any work or placing any order of any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the Contractor. The Contractor shall submit material submittals along with material sample for approval of Engineer-in-Charge prior to delivery of material at site. (Scope of work)
	xiv)	Wherever the 'basic rate' for the material is specified, the contractor shall furnish all the paid bills for Employer's verification. The purchase rate shall be got approved from the Engineer-in-charge before purchasing.
	xv)	The contractor shall arrange visits of authorized official of the manufacturer whose materials (costing more than Rs 1 lakh) have been selected / approved by the Employer for the work to inspect the materials supplied/ available at site and whether the materials are being used as per the

		<p>Manufacturer's Specifications and specified consumption standards and shall be required to submit a report on the manufacturer's letterhead addressed to Employer, under official seal, indicating the genuineness or otherwise of the material and its usage methodology. No additional payment on this account shall be considered.</p>
	xvi)	<p>The Contractor shall ensure that proper and timely after sales support shall be provided in respect of all equipments/ systems supplied and installed under the contract through the authorized representatives of OEMs/ system integrators/ approved dealers. Besides preventive maintenance as per manufacturer's guidelines, any number of breakdown calls shall be attended within one day from the date of lodging complaint with the Contractor's representative at site during the Defect Liability Period failing which a penalty @ Rs 500/- per day of delay beyond the authorized period for each equipment/ system on each occasion shall be recovered from any money due to the Contractor.</p>
Role of employer	CLAUSE SC 3	
	<p>The Employer (Regional Director, 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.</p>	
Architect	CLAUSE SC 4	
	<p>The bank has appointed ARCHITECTS for this contract. The scope of their work includes interalia Planning & Designing and periodic inspection and supervision. In the event of their ceasing to be Architects for the work mentioned in this contract for whatever reason, such other person or persons as shall be nominated by the Employer for that purpose will function as "Architects".</p>	
	CLAUSE SC5	

Green building requirements	The Contractor shall adopt the construction practices and materials in line with the requirements specified in schedule 'G'. The authorized officials of IGBC shall inspect the site from time to time to ensure compliances of materials and processes to the specified norms. The Contractor shall strictly follow the instructions of Engineer-in-charge in this regard.	
	CLAUSE SC6	
Inspection of Site	The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions as the work was being executed by another contractor till date. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit, the intending tenderer may contact the Employer.	
Underground Services	CLAUSE SC 7 The Contractor shall take due and proper care during execution of work to protect underground services from damage. In case, during the execution of work, the Contractor notices some underground services which require re-routing, the same shall be brought to the notice of the Engineer-in-charge. As per the instructions of Engineer-in-charge, further action for rerouting shall be undertaken. If the Contractor is advised by the Engineer-in-charge to carry out the required re-routing, the work shall be treated as Extra item of work and shall be dealt as per the relevant clause of GCC.	
Handing over of site	CLAUSE SC 8 i) The Contractor shall be required to complete the following documentation with regard to the work within fourteen days from the date of award of work: a) Signing of the agreement on adequate value of Non Judicial stamp paper as per the approved format b) Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule 'F' c) Submission of the specified Bank Guarantees mentioned in Schedule	

		'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee
	d)	Obtaining and submitting the original Labour License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for obtaining the Labour License.
	e)	Submitting the details/ documents of the Contractor's site team as specified in relevant clause of General Conditions of Contract and schedule 'F' for obtaining approval of Engineer-in-charge
	f)	Submitting the detailed work programme as specified in the relevant clause of General Conditions of Contract for approval of the Engineer-in-charge
	ii)	After complying to the above documentation and other statutory requirements required to be complied by the Contractor before start of work, the Contractor shall be handed over the possession of the site. The scheduled date of commencement of work shall be reckoned from the fourteenth day of the date of award of work or the date of handing over the possession of site (if delay is due to any reasons beyond the contractor's control), whichever is later. However, any delay in handing over the possession of site to the Contractor on account of non-submission of the above documents/ details shall not be considered for extension of time
Drawings	CLAUSE SC 9	
	<p>The CONTRACTOR shall keep one copy of all drawings on the works and the Architect or Employer or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the CONTRACTOR he shall forthwith return to the EMPLOYER all drawings and specifications.</p> <p>Drawings accompanying the tender documents are indicative of the scope of work and issued for tendering purpose only. Detailed construction drawings on the basis of which actual execution of the work is to be proceeded will be furnished to the CONTRACTOR progressively based on the approved programme after the award of the work.</p>	
Further drawings and Instructions	CLAUSE SC 10	
	The Engineer-in-Charge shall have full power and authority to supply drawings to the Contractor from time to time during the progress of the Works such further	

	<p>drawings for adequate execution and maintenance of the Works and the Contractor shall carry out and be bound by the same.</p> <p>Any further drawings or specifications that may be required by the Contractor for execution of the work shall be requested by him to Engineer-in-charge atleast 15 days in advance.</p>
Contractor's Barricades	<p>CLAUSE SC 11</p>
	<p>i) Contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the entire working area including storage, sea fronts and site offices etc.</p>
	<p>ii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked with suitable red markers at night without any extra cost.</p>
	<p>iii) The Contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution.</p>
	<p>iv) The Contractor shall provide suitable construction safety nets to prevent damage to man / material at site without any extra cost</p>
	<p>During the execution of work, adequate care shall be taken by the Contractor so that the Power supply, Water and Drainage system, etc which may be having common line serving to adjacent properties including Bank's Quarters (VARADA) shall not be disturbed. If any of these services are disturbed due to any work undertaken by the Contractor, the Contractor shall take all initiative to get the same restored at the earliest. No extra amount shall be paid on this account.</p>
Site Facilities	<p>CLAUSE SC 12</p>
	<p>Contractor's site office</p> <p>CONTRACTOR shall arrange for storage space for keeping own tools/tackles and other materials for performance of work under this contract. A separate lockable covered storage space for storing required quantity of cement for the work shall be created. Whereas space will be provided by the RBI free of cost, the construction of office, their safety and security including safety of materials for erection purpose as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.</p>

	<p>Lighting</p> <p>The CONTRACTOR shall ensure that the entire site is provided with adequate lighting at all times when the construction work is in progress. He shall also make additional arrangements for lighting for carrying out work at night, whenever required. All costs in this connection shall be borne by him.</p>					
	<p>Compressed Air</p> <p>The Contractor shall make his own arrangement for Portable compressors, pumps, temporary piping for compressed air, if required, for the work including all necessary accessories, fittings etc. at his own cost for cleaning, testing, flushing etc.</p>					
<p>Construction Equipment</p>	<p>CLAUSE SC13</p> <p>The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate and appropriate equipment and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the requirements of the work so as to suit the construction schedule. No construction equipment shall be supplied by the Employer.</p> <p>Contractor shall assess the actual requirement based on the quantum and nature of work and arrange to provide the same to achieve the progress as per the approved work programme.</p>					
<p>Plant etc. to be exclusively for use on the works</p>	<p>CLAUSE SC 14</p> <table border="1" data-bbox="490 1356 1550 1858"> <tr> <td data-bbox="490 1356 561 1709">i)</td> <td data-bbox="561 1356 1550 1709">All Plant, tools , equipments and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another or moving it outside the site for repairs) without the previous consent in writing of the Engineer-in-Charge which shall not be unreasonably withheld.</td> </tr> <tr> <td data-bbox="490 1709 561 1858">ii)</td> <td data-bbox="561 1709 1550 1858">Clearance of Site on Completion : On completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials</td> </tr> </table>		i)	All Plant, tools , equipments and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another or moving it outside the site for repairs) without the previous consent in writing of the Engineer-in-Charge which shall not be unreasonably withheld.	ii)	Clearance of Site on Completion : On completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials
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ii)	Clearance of Site on Completion : On completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials					

Care of works/plant/equipment	CLAUSE SC 15	
	<p>From the commencement to the completion of the Works/Plant/Equipment, the Contractor shall take full responsibility for the care thereof and of Temporary Works and Constructional Plant and in case any damage loss or injury shall happen to the Works/Plant/Equipment or to any part thereof or to any Temporary Works or Constructional Plant from any cause whatsoever shall at his own cost repair and make good the same so that at completion the Works/Plant/Equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract.</p> <p>Finished Flooring shall be protected by suitable means while carrying out any civil/electrical work either internally or externally and no extra cost.</p> <p>Mixing mortar / concrete shall not be permitted on bare slab / waterproofing IPS / tiles and the same shall be done on steel plates / mixing tubs / G.I. Trays. Any damage done to the flooring / IPS shall be rectified by the Contractor at his own cost and which shall be in the form of replacing the total flooring.</p> <p>Temporary used materials (e.g. Cable, pipe, valve etc) shall not be used for permanent work. All the bought-out items supplied by the Contractor and billed to Employer shall be considered as Employer's Property and due care shall be taken for safety of these by the contractor till handing over of Project. Such materials shall not be used for temporary construction work.</p> <p>All splashes of mortar, paint chemicals etc shall be cleaned brought to the satisfaction of Engineer In Charge before the end of the days. Already constructed/finished areas shall be properly protected against damages/splashes during concrete. Any damage occurring to the already completed works shall be rectified at no extra cost to the Bank as per the satisfaction of Engineer In Charge.</p>	
Works to be carried out by licensed technicians under supervision of licensed Supervisors	CLAUSE SC 16	
	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)	If required under local statutory authority, all plumbing works shall be carried out through a licensed plumber under the supervision of licensed supervisor. The plumbing 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 plumbing works done by the CONTRACTOR.
	c)	All civil related works shall be under the supervision of a qualified supervisor possessing valid license from MCGM.
	d)	All electricians and electrical supervisors shall possess valid license for working by the Local/ statutory authority.
Quality assurance and Quality Control	CLAUSE SC 17	
	i)	The reports of the test shall be submitted to the Engineer-in-charge as and when the tests/ quality assurance & control checks are carried out as per the contract. The Engineer-in-charge, after evaluation of the results of tests may decide to either reject or accept the respective materials/ works etc. In case of rejection, the Contractor shall have to replace the defective material/ work at the earliest without any additional cost.
	ii)	In case the CONTRACTOR fails to follow the instructions of Engineer-in-charge in this regard, the Engineer-in-charge may suspend the work till such time the quality of the work is ensured. No compensation for delays on account of such suspension of work shall be considered.
	iii)	Minimum test required for the project has been provided in Schedule B at approved third party laboratories accredited by NABL. Cost of conducting the same shall be included in the cost of the work.
Documents to be maintained at site	CLAUSE SC 18	
	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 drawings issued to him for construction purpose to the Engineer-in-charge before submission of the Final bill.
Measurement, Billing and Terms of payment	CLAUSE SC 19	
	i)	<p>The work shall be measured from time to time as provided in the General Conditions of Contract. The units of measurements shall be as defined in the specific item description in the Schedule of quantities. If for any item or part thereof, physical measurement is not practicable, measurements given in the execution drawings shall be adopted.(ii) 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:</p>
	a)	The signed measurements, as specified in the General Conditions of Contract.
	b)	Test certificates/ reports of any material considered for the first time in the Contractor's bill
	c)	QA/QC report for the respective period
	d)	Checklist indicating validity of the labour license, all the Insurance Policies, PBGs
	e)	Documents evidencing the price of materials (eg Tax paid vouchers etc.) considered in the bill where Basic Rates are mentioned, as applicable.
	f)	Delivery challans of the materials.
	g)	Certificate of employment of Project Manager, Principal technical representative and other technical representatives
	h)	All the required certificates from statutory authorities as per the respective stage of work such as commencement certificate from Plinth level etc.
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, as specified in the General Conditions of Contract.
	b)	The copy of last progress report, evidencing the completion of work.
	c)	The photographs indicating progress of works during the concerned period with date and time stamp.
	d)	Test certificates/ reports of any material considered for the first time in the Contractor's bill
	e)	Final QA/QC report for the Project
	f)	Checklist indicating validity of the labour license, all the Insurance Policies, PBGs
	g)	Documents evidencing the price of materials (e.g. Tax paid vouchers etc.) considered in the bill where Basic Rates are mentioned, as applicable.
	h)	Delivery challans for the materials
	i)	Certificate of employment of Project Manager, Principal technical representative and other technical representatives
	j)	All the required documents of Guarantees/ warranties (e.g. Water proofing, anti-termite treatment and electrical equipment's etc as mentioned in the specifications of respective items).
	k)	"No claim" certificate by the Contractor except as included in the Final bill.
	l)	Completion plans/ drawings/ details as specified in the General Conditions of Contract

	m)	All the required certificates from statutory authorities such as NOC from Fire Department, NOC from Electric supply authority, Completion certificate, Occupation Certificate, Building Completion Certificate etc.
	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 honouring 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.
Clause SC 20		
Least disturbance to the office and other surroundings.		The tenderer may please note that the area involved for this work is, inside the near to the residential area near Kirti College, Dadar. As these buildings are in occupation the entire work shall be carried out without any inconveniences and least disturbance to the surrounding buildings. All the necessary arrangements shall be made to prevent dust, noise, debris etc. to the adjacent areas which is required to be cleared on day-to-day basis without any extra cost
Clause SC 21		
Bank's supplied material		Engineer in Charge before the commencement or during the execution of works may supply the materials to the contractor to be used in works. These materials will be termed as Bank's supplied materials. The contractor is required to utilize these materials in the works as entrusted to them in following manner: - a) Any damage to the material to be intimated to the Engineer in Charge in writing during the handing over of materials. No claims in whatsoever manner shall be entertained thereafter.

	<p>b) Contractor shall maintain a register to record the receiving and consumption of the materials supplied by the Bank. The register shall be made available to the Bank whenever required.</p> <p>c) Efforts shall be made to minimise the wastage of materials and shall be within the limits prescribed in CPWD analysis of rates for respective items. No claims in whatsoever manner shall be entertained in this matter beyond the limits prescribed in the analysis.</p> <p>d) Materials, if provided shall be utilized in the work with priority. Contractor in any circumstances, except for the material damages (which shall be informed to the Bank while taking possession) cannot refuse to utilize these materials.</p> <p>e) Shortage of materials due to excessive wastage, beyond the permissible limit shall be supplemented by the contractor at no extra cost to the Bank.</p>
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I/We hereby declare that I/we have read and understood the above instructions of Special Conditions of Contracts.

**Place
Date**

Signature of bidder

Section-vi

Technical Specifications PUMPS AND STARTERS

1.0 Pumps shall be single stage, horizontal, suitable for the given duty points operation as under:

1	Type	Volute type end suction pump (coupled/monoblock as specified in BOQ)
2	Impeller	Cast iron /Stainless steel as specified in BOQ
3	Shaft	Stainless steel
4	Bearings	Ball/Roller
5	Pump/Motor body	Cast Iron
6	Seal	Mechanical
7	Motor	Squirrel cage TEFC
8	Starter	DOL/ Star Delta
9	Shaft Sleeve	Chrome Steel/ SS
10	Efficiency	>75%

1.1 Pumps shall be selected for the rated conditions indicated. Efficiency of pump proposed to be used shall be high. Peak efficiency shall be obtained at or near rated conditions.

Impellers shall be statically and dynamically balanced. Tenderers shall select their drives at least 10% in excess of the maximum BHP of the pumps.

1.2 The following accessories shall be provided where required with each pump besides other standard accessories:

- (i) Lubrication fitting and seal packing
- (ii) Test and air vent cock
- (iii) Drain cock
- (iv) Adequately sized sealed Terminal box for Aluminium conductor armoured cable.
- (v) Coupling Guard for pumps.

1.3 The pump casing should be of close grained and with smooth finishing to ensure minimum frictional losses and having sufficient strength to withstand the forces due to water flow at all working conditions.

1.4 The impeller should be of Cast iron /Stainless steel as specified in BOQ and statically and dynamically balanced to ensure smooth working without vibration and noise.

1.5 Pumps shall be installed as per the manufacturer's recommendation on floating foundations, which in turn will be fixed on vibration isolators. concrete foundation also to be provided.

1.6 After complete installation, original paint of the pump shall be retouched and accessories, fittings and floating foundations frame shall be given two coats of synthetic enamel paints of colour specified in specification for painting works.

1.7 The successful contract shall submit the performance curve to substantiate the capacity of pumps and motor before placing order.

2.0 Electrical Motors & Starters

2.1 This section deals with supply, installation, testing and commissioning of all types of motors used for pumps, cooling towers and works etc.

2.1 Make of motors

(a) The make of motors (except for VRF/DX compressor in hermetic/semi-hermitic type and cooling towers, which will be as per OEM) shall be one out of the approved list of makes of equipment's/materials specified.

(b) All motors shall be totally enclosed fan cooled squirrel cage type and should run at all loads without any appreciable noise or hum.

(c) The winding of motors shall be of Class B insulation and suitable for local conditions/. The insulation of motors shall conform IS325-1978.

(d) All motors shall comply with IS 325, IEC 34.1 or BS 2313, IEC 72.1 for foot mounted motors.

(e) The rating of the motor shall be as indicated in Schedule of Equipment and Bill of Quantities. The motors shall be selected on the basis of ambient temperatures and allowable maximum temperature rise.

(f) Motor above 1 HP shall be three phase unless otherwise specified.

(g) All motors shall be rated for continuous duty as per IS 325. Motor shall be suitable for operation on 400 Volts \pm 10%, 50 Hz \pm 5%, AC supply (or 230 Volts 50 Hz SP AC supply).

(h) Motors shall be provided with cable box suitable to receive Aluminium/copper conductors, PVC insulated, PVC sheathed and armoured cables.

- (i) All motors shall be provided with combination of "Ball and Roller Bearing". Suitable grease nipples for re-greasing the bearing shall be provided.
- (j) Motors above 0.25 HP with over current protection and Motors above 100 HP shall be provided with full thermal protection and thermistor detector in the stator winding.

2.3 Motor Starters

(a) The type of starter to be used shall be as follows unless otherwise specified.

Type of motor	Starting current	Starting method
Squirrel cage motor up to 7.5 HP	600 % of full load current	Direct On Line
Above 7.5 HP	250% of full load current	Star/Delta

- (b) All starters shall conform to IS 1882. The starter shall be enclosed in sheet metal enclosure or mounted inside the cubicle MCC which would be dust vermin proof etc.
- (c) All starters should be of voltage and frequency as specified.
- (d) All starters shall have integral stop/start push button of international colour code.
- (e) Contactors shall have number of poles as required for appropriate duty.
- (f) All starters shall be provided with thermal overload relay.
- (g) All starters (star/delta) shall have adjustable timers.
- (h) Terminal blocks with integral insulating barrier shall be provided for each starter.
- (i) For squirrel cage motors DOL/Star-Delta/Soft starters shall be provided as specified above. Starter shall be air break type compatible to the drive and driven equipment.
- (j) Extra contact for interlocking purpose shall be provided in the starter.

2.4 Installation of motors

- (a) Vibration isolation arrangement shall be provided.
- (b) The installation of motor shall be carried out as per IS 900.
- (c) The motor with driving equipment shall be mounted on foundation and connected to each other with flexible coupling/direct coupling as specified in BOQ with guard.
- (d) All motor shall be wired as per specifications. Earthing of motor frame shall be done with GI/Copper strips as specified in Bill of Quantities

Technical Specifications electrical works

General conditions for technical specifications:

Works to be done by the contractor:

Unless and otherwise mentioned in the tender documents, the following work shall be done by the contractor, and therefore their cost shall be deemed to be included in their tender cost:

-

- a) Foundations for equipment and components where required, including foundation bolt, excavation, earth work, backfilling complete in all respects. The rate shall be quoted after due site visit and considering scope of works stated in schedule and specifications.
- b) Cutting and making all good all damages caused during the installation and restoring the same.
- c) Painting at site of all exposed metal surfaces of the installation other than pre-painted items like fittings, fans switchgear items, cubicle switchyard etc. Damages to finish surfaces of these items while handing and erection shall however be rectified to the satisfaction of the Engineer in Charge.
- d) Testing and commissioning of the completed installation.

e) For lighting the illumination levels to be ensured as per enclosed IGBC requirements in schedule G to obtain Platinum rating of the building. The illumination survey to be done and details along with illumination levels to be submitted to the Bank.

2. Tools for handling and erection:

All tools and tackles required for handling of equipment and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

3. Conformity to IE Act, IE Rules, and standards: -

All electrical work shall be carried out in accordance with the provisions of Indian Electricity act 2003 and Indian Electricity rules 1956 amended up to dated. (Date of call of tender unless specified otherwise).

4. General Requirement of components: -

Quality of materials: - All materials and equipments supplied by the contractor shall be new. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operations and to withstand the environmental conditions at site.

5. Inspection of materials and equipment

- a) Materials and equipment to be used in the work shall be inspected by the Bank's Engineer
- b) For fabricated equipment the contractor will first submit dimensional details drawings for approval before fabrications is taken up in factory. Suitable stage inspection at factory also will be made to ensure proper use of materials, workshop and quality control.

6. Rating of components: -

- a) All components in a wiring installation shall be of appropriate rating of voltage, current and frequency as required in the respective sections of electrical installation in which they are used.
- b) All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current which will normally flow through them without their respective ratings being exceeded.

7. Conformity to standards: -

All components should be in conformity to Indian Standard specifications as amended up to dated wherever existing. Materials with ISI marks shall be preferred.

8. Necessary Licenses: - All works shall be done in the supervision of Electrical contractor having license from local authority and all electrical works shall be done by the licensed electricians. The license shall be submitted to the Bank well before starting the site works.

9. Civil Works-General:

The civil works in the tender includes area cleaning/ grading, excavation, RCC, backfilling, Mild Steel Structural works(inclusive of channels, angles, J-bolts, bolts, nuts, washers, checkered plates, clamps, strips etc. and any other material as per approved drawings, directions by EIC), painting of steel structures etc. The list of works is not exhaustive and includes any other works as per the approved design documents, drawing, directions from the EIC. All these civil works shall be carried out as per the relevant IS-codes amended latest.

10. All indicating instruments shall be of grade and accuracy as per data sheet or / and as per IS 1248 and energy meters as per data sheet or / and as per IS 722.

Internal Wiring and Cable Installation

INSTALLATION OF CABLES

The Contractor shall supply and install a complete network of cables, trucking, conduits and wiring to the satisfaction and approval of the Engineer. Some cables are already supplied and laid at site which are mentioned clearly in BOQ/Part-II, the same shall be checked and verified by the bidder at site well before quoting the rates.

All trucking and conduits shall be arranged in a neat and inconspicuous manner and each system shall be completely assembled, inspected, and tested before drawing in of cables commences.

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.

CABLES

1.1 Buried Cable

Cables buried in the ground shall be laid as follows:

Underground armoured cables shall normally be laid at 90cm below the ground level and provided with a layer of at least 15 cm impervious soil around. Where protective covers are required, they shall be carefully centred over the cables, throughout their length. The covers shall be of adequate width to protect the cables, with a minimum overlap on each side of 50 mm. Coloured PVC warning tapes shall be laid after filling, above the cable, up to 30 cm below the ground level. A safety distance of 300 mm to other services such as water pipes, communication cables, gas and oil pipes, etc., shall be observed with the cables crossing the other utilities perpendicularly.

- Soft sand shall be sieved, washed and free from large granular particles and sea- shells.
- Cable tiles shall be interlocking reinforced concrete type.
- Marker tape shall be 150 mm wide yellow PVC with black legend “Danger Electric Cables Below” marked.
- All control and power cables shall be laid separately under strict observation of their permissible bending radius, generally taken as 8 times the overall diameter of the cable.
- Special precautions shall be taken to ensure that no closed iron magnetic circuit is formed around single core cables laid in single or trefoil formation, or around any cable liable to carry unbalanced load currents.
- The pulling and fixing of cables and the making of all terminations and joints are to be strictly in accordance with the manufacturer's instructions, using the recommended tools and appliances for the purpose.
- The Contractor shall be responsible for any damage caused by him to the buildings or other services and shall be responsible also for making good any damage so caused by his works.

1.2 Cable Installation

All new main and sub-main circuit cables shall be XLPE insulated stranded Aluminium/Conductors, single galvanised steel wire armoured, PVC sheathed overall, 600/1000 volts grade as specified in BOQ.

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

1.3 Cable Cleats

Hook cleats, secured by galvanised studding, galvanised wall anchors, or brass wood screws into plastic wall plugs as appropriate.

Conduit type saddles will not be approved.

Maximum spacing of supports shall be 400 mm horizontal and 500 mm vertical

1.4 Cable Markers

Markers shall be white thread-on type fitted to carrier strip, with lack lettering /numbering and to be fitted so as to read outward from terminations. Carrier strip shall be secured by black nylon ties.

1.5 Wire Marker Ferrules

Wire markers ferrules shall be white thread-on type with lettering/numbering in black and shall be fixed so as to read outward from terminal. Oversize markers shall not be approved.

1.6 Cable Lugs

Cable lugs shall be tinned copper/Aluminium compression type as specified in BOQ.

For indoor installations cables are to be secured by heavy duty nylon locking ties on horizontal runs at a maximum spacing of 600 mm.

For vertical cable runs, PVC coated aluminium strip, punched and shaped to form saddles and secured by galvanised steel slotted mushroom head bolts and nuts shall be evenly spaced at a maximum distance of 600 mm.

For all outdoor installations PVC coated aluminium strip shall be utilised for securing cable.

1.7 Cable Terminations.

At all terminations of wires and cables, the insulation shall be neatly stripped without nicking the strands of the conductors. Cable lugs for power cables shall be of the correct size for both conductor cross sectional area and fixing whole diameters. Cable glands or clamps shall be fitted in all cases to prevent any stress being borne by the conductors or the terminals. It is important that the sealing compound and sleeves used in terminations should be selected to suit the service temperature conditions under which the cable is to operate.

Where cable terminations are likely to be disturbed for maintenance purpose, some

slack cable in a loop or other suitable form can be allowed at a convenient place in the run.

2. CONDUITS INSTALLATION

- Unless otherwise specified no conduits of diameter less than 20 mm shall be used.
- All conduits throughout shall be of sufficiently large section and so arranged with sufficient number of draw-in boxes to allow easy drawing in or out of any or all of the cables. Care shall be exercised to ensure that the number of wires in a conduit shall not exceed the number set out in the IEE Wiring Regulations.
- All conduits shall be run so as to facilitate self-draining to outlet boxes. Each length at conduit shall be cleaned and dried with the help of a swab drawn through its length and all boxes shall be cleaned to remove moisture before installing the cables.
- Conduit bends shall be made with the bore of the tube remaining full and free throughout and all conduit shall be perfectly smooth inside and outside, free from any burrs and sharp corners. Bends shall be made by using an approved type of bending machine to give results consistent with the best grades of craftsmanship.
- No more than two right angle bends shall be permitted between draw-in boxes. No diagonal runs of conduits shall be allowed. Conduits concealed above suspended ceilings shall run parallel to walls and beams and those concealed in walls shall be run vertical and/or horizontal.
- All conduits laid below floors shall be effectively secured, positioned, and protected against mechanical damage and ingress of dust and debris, etc. Allowance shall be made for thermal expansion and contraction of straight runs.

2.1 PVC Conduits.

- PVC conduits shall be Low halogen smoke suppressing fire retardant temperature stable (LHSFT)/ fire retardant low smoke (FRLS) and high impact rigid heavy gauge tube complying high mechanical strength (MMS) type. All fittings and accessories shall be of the same manufacture as the tubes.
- All conduits shall be unthreaded, slip fit and push-on type. Plain couplers shall be used unless otherwise specified. All joints shall be made by weatherproof adhesive as recommended by the manufacturer.

3. INSTALLATION OF TRUNKING

- Heavy gauge trunking of approved manufacture shall be used in lieu of multiple conduits runs. The trucking shall be rigidly supported along its entire length at intervals not exceeding those stated in IEE Regulations and the manufacturer's recommendations.
- On horizontal runs the lid or cover shall always face upwards.
- Under no circumstances will cutting or bending of trucking to form flanges and attachments be permitted. Fittings shall include couplings, flanged couplings, angles, bends and tee units, dividers and retainers and shall be from the same manufacturer as the trucking.

PVC Trunking

- Rigid heavy gauge high impact PVC trucking, to IS or equivalent EN standard of approved manufacture shall be used in lieu of multiple conduits runs. Trunking shall be rigidly supported along its entire length and supplied complete with fittings from the same manufacturer. Fittings shall include couplings, flanged couplings, angle and tee unit dividers and retainers.
- The method of trunking support, support spacing, installation, joining and allowance for expansion shall be carried out to manufacturer's recommendations.

4. WIRING INSTALLATION

- FRLS PVC insulated stranded copper to IS standard shall be used for wiring installation. All wiring shall be in phase colours throughout - Red, Yellow, Blue, with Black for neutral conductors. Coloured tape marking on non-standard wiring shall not be approved. The Earth Continuity Conductors shall be with an outer serving of yellow and green stripes.
- No joint is allowed inside the conduit or false ceiling. whenever switch/socket are mentioned in the point wiring the scope of works include the supply, installation, testing and commissioning of switch/socket along with boxes also in desired/specified manner. The item rate shall be quoted accordingly.

5. LIGHTING AND SMALL POWER

- Lighting fixtures shall be of the type, size and manufacture as specified in the drawings, or approved equivalent.
- The Engineer reserves the right to request for a sample of each type of fixture to be submitted by the Contractor for final approval prior to placing the order.
- All fixtures shall be supplied, installed, tested and connected in approximate locations indicated in the plan drawings. The exact locations shall be determined on site in consultation with the Engineer.
- Fixtures installed in external areas shall be weather-proof and insect proof, and those installed in damp locations shall be totally enclosed to prevent ingress of moisture.
- Lighting fittings for interior and exterior use are to be manufactured and tested together with all components and shall be suitable for service and operation under the site environmental conditions.
- The light fittings shown in the drawings are indicative only. Contractor shall be responsible calculate lux level based on selected/approved light fittings to achieve above specified lux level to the approval of Engineer/consultant and consider total light fittings.

5.1 Fluorescent Fixtures

- All fluorescent lighting fixtures shall be provided with high frequency electronic gear in compliance with IS standards...
- Samples of all light fittings shall be submitted to the Engineer for approval before issuing any sub-orders.

5.2 Bath/Shower Room Outlets

Unless specifically designed for use in such areas, there shall be no switch or switch socket outlet located within rooms with fixed bath or shower installations.

All lighting fittings shall be fully enclosed, with dust and damp protecting diffusers.

5.3 Toilet and Washroom Outlets

Switches shall be located remote from wash basins and sinks. Power supply to the hand dryers shall be via fused outlets.

5.4 Kitchen and Pantry Outlets

Switches and switch socket outlets shall be positioned to avoid accidental damage or danger from water spray and vapour or other hazards arising from food preparation processes. All fixed appliances shall have a local means of isolation.

5.5 Water Heater Outlets

16/20A socket outlet shall be located adjacent to the unit. A double pole switch, with neon indicator shall be provided and located adjacent to associated light switches or other approved position.

5.6 Fan Outlets

Each unit shall have a separate switch and control.

6. Earthing of electrical equipment:

Items to be earthed shall include but not be limited to:

- All exposed conductive parts of electrical and air conditioning equipment, water and gas pipes, water heaters, metallic sink units, cooking appliances, food storage and display units, light fittings, and water coolers.
- All items in the system shall be effectively earthed and shall be continuously electrically conductive so that the electrical resistance at any point in the system to the main distribution board shall not exceed 0.5 Ohm.
- Testing as specified in the IS Regulations shall be carried out and test reports submitted to the Engineer.
- The neutral conductor shall not be earthed anywhere within the installation.

List of Materials of Approved Brand And/or Manufacture

Note:

1. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material or engaging any of the specialized agencies. The Contractor shall make a detailed submittal with catalogues and highlighted proposed specifications, as well as full details of the works executed by the specialized agency, as specified.
2. In case of non-availability of the brand specified in the contract the Contractor shall approach Engineer- in charge to acquiring alternate equivalent brand of the material subject to submission of documentary evidence of non - availability of the specified brand. No claim on this account shall be entertained.

Cables

Description	Approved make/Brands
XLPE Power cable / FRLS copper/aluminum conductor pvc insulated wires	Cable Corporation of India / Gloster/ Finolex / Universal/Polycab
Gland and Lugs	Dowels, Comet, Braco

Pumps and motor

Description	Approved make/Brands
Motor	Siemens / Kirloskar/ ABB / NGEF / Crompton /Grundfos/
Pumps	Kirloskar / Beacon /Weir/ KSB/Max flow/ Grundfos/ Siemens / ABB / NGEF / Crompton

Switchgear

Description	Approved make/Brands
SDFU / MCCB/MCB/ELCB/RCCB/DB	L & T /Siemens / ABB / GE / Merlin Gerin/ MDS Legrand, Hager
HRC Fuse and Fittings	L & T /Siemens / ABB / GE /MerlinGerin/MDS
HDPE & PVC Pipe	With ISI mark
Switch Plug Sockets	MDS Legrand/CPL, /MK
MS/PVC Pipe and accessories	BEC/Vimco/AKG/Precision/Polycab

Place:

Signature and seal of bidder

Date:

Section VII

Schedule-A

Notes for Schedule of Quantities

1	The Schedule of Quantities shall be read in conjunction with the specifications, Tender drawings and bid documents. CONTRACTOR shall not rely merely on the description given in the Schedule of Quantities.
2	Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for bidding. The actual quantities of work shall be ordered by Employer as shown on the final drawings released for construction. No claim shall be entertained from CONTRACTOR if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. The Engineer-in-charge reserves the right to modify any aspect of the scope of Tender at any time during the course of work.
3	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	Rates and amounts shall be written in ink and shall be entered in both figures and words. All erasures and corrections shall be signed by the BIDDER. Non-compliance of these conditions may render the Bid invalid at the discretion of the Employer.		
6	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.		
7	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.		
8	BIDDER shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.		
9	Abbreviations used are as under :		
	i)	No.	Number
	ii)	Cu m	Cubic metre
	iii)	Sq m	Square metre
	iv)	M	Metre
	v)	LS	Lump sum
	vi)	MT	Metric Ton
	vii)	Kg	Kilogram

Place :

Signature and seal of bidder

Date:

Schedule-B
Material Testing Plan (MTP) and Quality Assurance Plan

Material testing as per following minimum requirements shall be conducted at approved 3rd party testing laboratories accredited by NABL at no extra cost to the Bank. Rate of conducting tests for the material shall be included in the respective items wherein the intended materials are to be used or used.

S r. N o.	Material Description	OEM Test Certificate Requirement	Factory Test/Inspection Requirement	Site Test Requirement	Lab Test Requirement	Any other Certification/Approval	IS Schedule/Other Codes	Remarks
1	Motors, Pumps & Starters	Yes	No	1. Physical inspection. 2. Checking of controls and operation. 3. Insulation resistance test.	No	1. Approval of fire brigade department -CFO wherever applicable	1. Motors - IS 325/IEC34.1/BS2313/IEC72 .1/IS900/IS325-1978 2. Starters - IS1882 3. Pumps - IS 12469	1. Includes Fire fighting pumps, Water pumping system, swimming pool, Package item like HVAC etc.

2	DG Set with acoustic enclosure	Yes	To be tested at unity power factor for rated load for 12 hours followed by 1 hour on 10% overload with checking of all controls and operations as provided in tender & as per manufacturer standards.	1. Physical inspection 2. Total run of 8 hours at available/full load, checking all controls and operations. 3. Checking of autotransfer scheme. 4. Noise reduction level as per relevant standards.	No	Electrical Inspectorate or other statutory authority's approval and certification	1. Diesel Engine - IS 1000/ISO 8528 Part-1/ISO 3046/BS 649/BS 5515 2. Alternator - IS 4722/IEC 34 3. Exhaust pipe - IS 3589 4. Sound proofing - IS 8183 5. CPCB norms	-
3	XLPE armoured Cables/FRLS PVC insulated wires	Yes	No	1. Physical inspection 2. Insulation resistance test 3. Dimension verification 4. Continuity check	As per IS 694 & IS 10810 as applicable	-	IS 694/IS 7098/IS 10810/IEE wiring regulations/IS 5578	Covers all Internal and external cabling/wiring along with all accessories.

4	Earthing	Yes	No	1. Physical Inspection 2. Earth resistance test 3. Dimension verification	No	-	1.IS 3043-1987 2.IEA & IER as applicable 3.IEE Regulations	-
5	Lightning arrester	Yes	No	1. Physical inspection 2. Continuity with earthing system	No	-	IS/IEC 62305	-
6	Power Incomer/LT panel/SMDB/DB/other panels including all accessories	Yes	As per tender and OEM standards	1. Physical inspection 2. Checking of all controls & operations 3. Proper earthing shall be ensured before charging 4. Checking of Insulation resistance	No	1. Electrical authority approval/certification 2. Conformity to latest Indian Electricity Rules 3. CPRI approved panel manufacturer	-	Includes all panels and its accessories in complete as stated
	CT	Yes	No		No	-	IS 2705	-
	PT	Yes	No		No	-	IS 3156	-
	L.V. switchgear & control gear	Yes	No		No	-	IS 13947 Part-1	-
	Circuit Breakers/MC CBs	Yes	No		No	-	IS 13947 Part-2	-

	Switches, Disconnections, Switch disconnections and Fuse Combination units	Yes	No		No	-	IS 13947 Part-3	-
	Contactors and Motor starters	Yes	No		No	-	IS 13947 Part-4/ IS 2959	-
	Degrees of protection of enclosures for LV switchgear & control gear	Yes	No		No	-	IS 2147	-
	Capacitors	Yes	No		No	-	IS 13585 - 1994 Table 1/IS2834	-
	AC Electric meters/Energy meters	Yes	No		No	Testing certificate from Govt. electrical authority	IS722	All Energy meters should be BMS compatible
	Direct Acting Indicating analogue electrical Measuring instruments & accessories	Yes	No		No	-	IS 1248	-
	Electrical Relays for power system protection	Yes	No		No	-	IS 3231	-

	LV switch gear & control gear assemblies	Yes	No		No	-	IS 8623	-
	MCBs	Yes	No		No	-	IS 8828	-
	HRC cartridge fuse links	Yes	No		No	-	IS 9244	-
	LV FUSES	Yes	No		No	-	IS 13703	-
	Push button color code	Yes	No		No	-	IS 6875	-
7	Conduit/trunk s	Yes	No	1. Physical inspection 2. Measurement of dimensions	As per IS 9537 (for MS conduits)	-	1.IEE wiring regulation 2.IS 9537 Part 1 & 2.	-
8	Electric Geyser	Yes	No	1. Physical Inspection 2. Checking of operation	No	-	-	-
9	Light fittings	Yes	No	1. Physical Inspection 2. Proper lux level to be ensured 3. Checking of operation	No	-	-	-
10	Ceiling fans	Yes	No	1. Physical Inspection 2. Checking of operation	No	-	-	-
11	UPS System	Yes	As specified in tender and as per OEM standards	1. Physical inspection 2. Checking of all controls & operations 3. Insulation	No	-	-	-

				resistance test				
1 2	Cable trays	Yes	No	1. Physical inspection 2. Measurement of dimensions	No	-	IS 2629	-
1 3	Hot water generator	Yes	No	1. Physical inspection 2. Checking of operations	No	-	-	-
1 4	IPCCTV & Networking System	Yes	No	1. Physical Inspection at site. 2. Checking of operations. 3. Performance of system to be checked as per contract requirements.	No	Compliance with IEC, FCC, UL & manufactures instructions.	Relevant standards mentioned for wiring, cables.	-
1 5	EPABX System	Yes	No	1. Physical Inspection. 2. Checking of all controls & operations. 3. Proper earthing should be checked before charging. 4. Insulation resistance test.	No	Comply with ITU-T/CCITT/IEEE Standards.	Relevant standards mentioned for wiring, cables.	-

				5.Transmission performance from digital interference /overall performance of system to be checked as per contract requirements .				
1 6	Conference System	Yes	No	1.Physical Inspection. 2.Checking of all controls & operations. 3.Proper earthing should be checked before charging.	No	-	Relevant standards mentioned for wiring,cables.	-

1 7	Public Address System	Yes	No	1.Physical Inspection. 2.Checking of all controls & operations. 3.Proper earthing should be checked before charging. 4.Insulation resistance test 5.Sound level checking with sound pressure meter at site. 6.Performanc e of system to be checked as per contract requirements .	No	-	EVAC compliance as per IEC60849 & relevant standards mentioned for wiring,cables.	-
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1 8	Access Control System	Yes	No	1.Physical Inspection. 2.Checking of all controls & operations. 3.Proper earthing should be checked before charging. 4.Insulation resistance test. 5.Performanc e of system to be checked as per contract requirements .	No	-	Relevant standards mentioned for wiring,cables.	-
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1 9	Grid Interactive Solar Power generation system	Yes	Yes	<p>1.Physical Inspection.</p> <p>2.Checking of all controls & operations.</p> <p>3.Proper earthing shall be ensured before charging.</p> <p>4.Checking of insulation test.</p> <p>5.Testing and commissioning of system including synchronization with grid.</p> <p>6.Performance test to be conducted as per procedure defined in contract.</p>	No	<p>1.Solar panels should be supplied and installed through any firm approved by MNRE, Govt.of India.</p> <p>2.PV modules must confirm to latest addition of IEC/equivqlent BIS standards namely IEC 61215/IS 14286,IEC 61730 part-1 & part-2 & IEC 61701/IS 61701.</p> <p>3.PV modules must be tested and approved by any IEC authorized test centres.Test certificates can be any of NABL/BIS accredited testing,calibration laboratories /MNRE approved test centres.</p> <p>4.Approval of electricity authority.</p>	<p>1.IEC 60068-2(1,2,14,30)/equivalent BIS standard for charge controller/maximum peak power transfer units for environmental testing.</p> <p>2.IEC 61683/IS 61683 for power conditioners/inverters including MPPT and protections for efficiency measurements.</p> <p>3. IEC 60068-2(1,2,14,30)/ equivalent BIS standard for power conditioners/inverters including MPPT and protections for environmental testing.</p> <p>4. IEC 62116 for power conditioners/inverters including MPPT and protections for procedure of islanding prevention measures.</p> <p>5.IEC 60227/IS 694/IEC 60502/IS 1554(Pt.I & II) for cables.</p> <p>6.IEC 60947 part I,II,III/IS 60947 part I,II,III/EN 50521 for switches,circuit breakers,connectors.</p>	-
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20	Wind Mill System	Yes	Yes	1.Physical Inspection. 2.Checking of all controls & operations. 3.Proper earthing shall be ensured before charging. 4.Checking of insulation test. 5.Testing and commissioning of system including synchronization with grid. 6.Performance test to be conducted.	No	Approval of electricity authority.	-	-
21	X ray Baggage Scanner	Yes	Yes	1.Physical Inspection. 2.Checking of all controls & operations. 3.Checking of insulation test. 4.Performance tests to be conducted as per contract requirements	No	Certification from CE/UL/AERB	Relevant standards mentioned for wiring,cables.	-

2 2	Crash rated Boom Barrier	Crash test rating	No	1.Physical Inspection. 2.Checking of operations. 3.Performanc e of the system to be checked.	No	Certificate for crash rating of the system is required.	Relevant standards mentioned for wiring,cables.	-
2 3	Fire Alarm System	Yes	No	1.Physical Inspection. 2.Checking of all controls & operations. 3.Proper Earthing shall be ensured before charging. 4.Checking of insulation test. 5.System performance to be checked as per contract requirements .	No	1.System shall comply with NFPA standard no-72. 2.System shall comply with statutory requirements,IS 1648 ,IS 2189 & approval from Chief Fire Officer.	1. UL 864/EN 54 for panel. 2.Each device shall be UL/EN 54 listed. 3.UL 1971 & UL 864/EN 54 for strobe cum alarm hooters. 4.Cables shall confirm to IS 1554. 5.NFPA 318(standards on critical area and clean room applications),NFPA 76(Protection of electronic computer/data processing),NFPA 72(standards on fire detection),NFPA 2001(standards on Gas supression),NFPA 101(standards on life saving)	Installati on shall be done in accorda nce with NEC,NF PA 72,statut ory requirem ents.

2 4	Lifts	Yes	Yes	<p>1.Physical Inspection.</p> <p>2.Checking of all controls & operations.</p> <p>3.Proper earthing shall be ensured before charging.</p> <p>4.Checking of insulation test.</p> <p>5.Performanc e and safety to be checked as per contract/statu tory requirements</p>	No	Permission from lift inspectorate/ statutory authority.	<p>1. IS-14655 part 1 to 5 and other relevant parts,IS-14671,IS-2147,IS 2332,IS-15330 as amended up to date.</p> <p>2. Electric wiring shall confirm to IS-732.</p>	-
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2 5	HVAC	Yes	Yes	1.Physical Inspection. 2.Checking of all controls & operations. 3. Testing of each and every component of system such as Pressure Test for Pipes,Air Leakage Test and smoke test to be carried after completion of Ducting,etc. 4.Performanc e test of whole system as per contract requirements .	Yes	1. Relavnt ASHRAE/ISHRA E,NBC,BIS shall be followed as amanded up to date. 2.System shall comply with IGBC requirements.	1. Duct shall be fabricated from GI sheet confirming to IS-277/SMACNA standards as amended up to date(eg.dimension,physical & mechanical properties such as zinc coating,etc.) 2.Fabrication of duct shall be as per IS-655/SMACNA standards. 3.BS 476-1,UL 555 for dampers,BS-476 part-7 for thermal insulation,IS-1239(part-1) & IS-3589 for condenser pipes,IS-6392/71 for flanges,IS-13095 for butterfly valves,IS-1865 for NR valves & BS-10 for Y-stainer flanges.	-
2 6	BMS	Yes	yes	1.Physical Inspection. 2.Checking of all controls & operations. 3.Smooth integration and performance of whole system along with performance	No	-	Relevant standards mentioned for wiring,cables.	-

				of other connected systems to be checked.				
27	OWC	Yes	No	1.Physical Inspection. 2.Performanc e of system to be checked.	No	-	Relevant standards mentioned for wiring,cables.	-

Place :

Signature and seal of bidder

Date:

Schedule-C

SAFETY CODE

- 1) First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
- 2) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground/floor.
4. No portable single ladder shall be over 8m in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used, an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5m 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 shall 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 metre.
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 or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
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 dry rubbed or 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 condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

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

FIRE SAFETY CODE

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

Place :

Signature and seal of bidder

Date:

Schedule-D

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

S. No.	Description of the Document	Remarks
1	Contract Agreement.	Certified true copies of the contracts
2	Drawings	One set of all architectural, structural, MEP and other drawings issued for the job well preserved by pasting canvass cloth and covered by transparent polythene paper
3	Work Programme Chart	Showing latest item wise progress plan
4	Work instruction / Site order Book	For issue of instructions by Engineer-in-charge or his representative at site in the course of day to day supervision. This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Engineer-in-Charge or his representative, another by the contractor and the third copy shall remain in the book on which the compliance shall be recorded by Contractor after taking required action.
5	Material at site Register	To record the material receipted and issued on daily basis by the contractor
6	Labor Report and Daily Progress Report	To record the labour and DPR by the contractor
8	Cement Register	To record Cement receipt and daily consumption by the contractor
9	Steel Register(If steel work is considered in the scope of the work)	To record Steel receipt and daily consumption by the contractor.
10	Concrete Pour cards(If concrete work is specified in the project)	As per approved formats for recording concreting work
11	Concrete Cube Test register/Slump Test and other tests Register	For recording test results after carrying out the required tests at site at the specified intervals.
12	Test Reports/ certificates for Materials/ equipments	To maintain record of test reports/ certificates received from manufacturers
13	Measurement Book	To record measurements of works
14	Progress Review reports along with progress photographs	To maintain record of progress
15	File and Register for Extra/Variation Order	To maintain record of extra/ variation items
16	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
17	Log Book of defects	To record defects noticed during inspection

Place :

Signature and seal of bidder

Date:

Schedule-E

General Rules and Instructions to Bidders - Information

Bids in Two Bids System	1	Tender Inviting Authority – The Regional Director, Reserve Bank of India, Estate Office Main Office Building Shahid Bhagat Singh Marg Mumbai Tel No. – 022 22663627
		Name of the Work – Supply, Installation, Testing and Commissioning (SITC) of Water pumps for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL)
		Office – Mumbai Estate Office, Second Floor, Main Office Building, Reserve bank of India, Mumbai – 400001
	2,14	Due Date and Time for receipt of Tender/ Bid – at August 26, 2023 at 2:00 PM
		Tender Submission mode: - E- Tender.
Clarifications and pre-Bid Meeting	5	Date and Time of Pre-Bid Meeting - 20/08/2024 at 11:00. AM (offline) Venue - Meeting room in the Estate Office, Estate Office, Reserve Bank of India, Shahid Bhagat Singh Marg, Fort, Mumbai-400001
Earnest Money Deposit	4(iii) and 11	EMD – Rs. ₹ 47,520/-by NEFT, DD or in the form of Bank Guarantee as per proforma annexed hereto
Opening of Bids	16	Date of opening of tenders/ bids (Part-I) - 26-08-2024 at 3:00 PM
Bid validity	17	Bid validity – 3 Months from date of opening of Part.
Time for Completion of work	23	Time allowed to complete the work – 5 and 1/2 months from the date of commencement

Place :

Signature and seal of bidder

Date:

Schedule-F

General Conditions of the Contract - Information

Definitions		
	2)	
		i) Name of Work – Supply, Installation, Testing and Commissioning (SITC) of Water pumps for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL)
		ii) The Site – Employer’s Plot bearing FP No 1166(TPS IV Mahim), Cadell Road, Dadar, Mumbai-400028
		iii) Employer – The Regional Director, Reserve Bank of India, Mumbai
		v) The Engineer-in-charge – Deputy General Manager (Tech)/General Manager (Tech), Reserve Bank of India, Mumbai
		ix) The percentage mentioned to cover all overheads and profits – 15%
Discrepancies and Adjustment of Errors (order of preference)	8.2	The Competent Authority - Regional Director, Reserve Bank of India, Mumbai

CLAUSES OF CONTRACT

Performance Guarantee	CLAUSE 1	
	(i)	Time allowed for submission of Performance Guarantee from the date of award of work – 14 days
	(ii)	Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (i) above without penalty – 7 days
	(iii)	Maximum allowable extension of time for submission of Performance Guarantee beyond the period specified in (ii) above with late fee @ 0.1% of the amount of Performance Guarantee per day – 7 days
Recovery of Security Deposit	CLAUSE 1 A	
	Retention percentage – 5% from every bill subject to 5% of the contract price	
Compensation for Delay	CLAUSE 2	
	Authority for fixing compensation under clause 2 – The Regional Director, Reserve Bank of India, Mumbai	

Incentive for early completion	CLAUSE 2 A	
	Clause 2 A shall not be applicable for this contract.	
Time Extension and for Delay	CLAUSE 5 or 5A	
	<p>Clause 5 shall be applicable</p> <p>Time allowed for completion of work – 5 and ½ months from the date of commencement</p>	
	(i)	Authority for granting Extension of Time – Regional Director, Reserve Bank of India, Mumbai
	(ii)	Rescheduling of Milestones – Engineer-in-charge
	(iii)	Shifting of date of commencement in case of delay in handing over of site – Engineer-in-charge
Measurements of Work Done	CLAUSE 6 or CLAUSE 6A	
	Clause applicable – 6A	
Payment on Interim Certificate to be Regarded as Advances	CLAUSE 7	
		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 10.00 Lakh
		Retention percentage for Interim Certificates – 5% from every bill
		Total Retention Money – 5% of the Contract Price
		Retention period for the Retention Money – Up to successful completion of Defects Liability Period (DLP)
		Installment due after Completion - Amount equal to EMD or release of Bank Guarantee submitted by contractor towards Earnest Money Deposit (EMD)
		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
Action in case Work not done as per Specifications	CLAUSE 11 A	
	Authority for accepting reduced rate – Regional Director, Reserve Bank of India, Mumbai	
Deviations/ Variations Extent and Pricing	CLAUSE 12	

Deviation - Deviated Quantities and Pricing	Deviation limit beyond which clause 12.2 C shall apply – 25% beyond the tender item quantity specified in the Schedule of Quantity
Contractor Liabe for Damages, defects during defect liability period	CLAUSE 17
	Defects Liability Period – 12 months from the date of completion and handing over the Completion Certificate to the Employer Competent Authority for deciding reduced rates – Regional Director, Reserve bank of India, Mumbai
Settlement of Disputes & Arbitration	CLAUSE 25
	Competent Authority for referring the dispute – Chief General Manger-in-Charge, Reserve Bank of India, Premises Department, Central Office, Mumbai Place of Arbitration –Mumbai, India
Insurance in respect of damages to Persons and Property	CLAUSE 33
	Contractor shall take following Insurance Policies: 1) Contractor's All Risk Policy for the full Contract Value for entire Contract Period 2) Workmen Compensation Policy for all workmen deployed at site 3) Third Party Liability Policy as per following details: 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 of Rs 10 Lakh per annum

Place :

Signature and seal of bidder

Date:

Schedule-G

Green Building Requirements

Reserve Bank of India (RBI) is developing a new educational complex at Mumbai named as Centre for Advanced Financial Research and Learning (CAFRAL) as per IGBC Construction norms and aspiring to get the Platinum rating from Indian Green Building Council. IGBC NB certification involves complying with the green building specification like using of certain green materials, following of sustainable procedures and certain measures during Construction stage, as spelt out in this document. Various parameters related to design have been incorporated in the design by the Architect for the project. The contractor shall ensure to comply the material specifications/ works as per schedule of quantities for the respective items and all the construction procedures/ processes as required by these guidelines. To comply with this requirement, wherever called for, the Contractor shall provide necessary documents / shop drawings issued by the manufacturers and this document shall generally cover test certificates, Letter of authorization in terms of standards, thermal values, and relevant data, MSDS, write-ups / detailed description of the particular material / equipment, as stipulated by the Engineer-in-charge prior to ordering the materials and after the supply of materials or at appropriate stages. The contractor shall verify with the Engineer-in charge regarding the correctness of the green specification before ordering and procurement of materials and equipment supplied to the project. This requirement is to be strictly complied by the Contractor. If the material specifications, the shop drawings and the relevant documents do not meet the specified norms; it shall be the sole responsibility of the Contractor to satisfy the specified Green norms by replacing the materials / equipment on prior approval of the Engineer-in-charge.

Requirements for IGBC certification:

Rating System: IGBC Green New Building Ver 3.0

A) Sustainable Architecture and Design:

1. SA Credit 2: Site Preservation: The project has 99 trees within the site. Out of these, at least 85 trees have to be preserved at site as per the approval received from the Tree cutting Authority.

2. SA Credit 3: Passive Architecture: The project design has to include shading devices as considered for Energy simulation by IGBC. This includes:

- 75 mm extension above Glass windows
- Balconies for Guest rooms
- Orientation of the building

- Shade from Trees

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

- First-aid and emergency facilities
- Adequate drinking water facilities
- Personal protective equipment
- Dust suppression measures
- Adequate illumination levels in construction work areas

❖ **Energy Efficiency:**

1. EE Mandatory Requirement 1: Ozone depleting substances

- Only CFC & HCFC - free refrigerants should be used in Heating, Ventilation & Air-conditioning (HVAC) equipments installed in the building
- Fire suppression systems used in the building should be free from Halons or any other ozone depleting substances.

2. EE Credit 2: Enhanced Energy efficiency

The building has carried out whole building simulation to achieve energy savings over ASHRAE baselines. The following parameters have to be strictly adhered to

➤ **Building Envelope:**

Model Input Parameter	Proposed Design Input
Exterior Wall Construction	9" Brick wall U-factor=0.49 BTU/hr.ft ² .°F
Roof Construction	Overdeck 2" Insulation U-factor=0.088 BTU/hr.ft ² .°F
Floor / Slab Construction	Mass Floor, U =0.350 BTU/hr.ft ² .°F
Window-to-gross wall ratio	25.8%
Fenestration type	Double Glazed Unit Saint Gobain KT 140
Fenestration U-factor	DGU: 0.32 BTU/hr.ft ² .°F
Fenestration SHGC – ALL	DGU: 0.28
Fenestration Visible Light Transmittance	DGU: 0.37
Shading Devices	Yes as per drawings, balconies

➤ **Lighting:**

Efficient lighting luminaries – preferable LPD meeting the following LPD levels:

Interior Lighting Power Density (W/sf)	As per LPD sheet attached
Occupancy Control	In office cabins only
External lighting power	LPD = 0.2 Watt/sft.

• **LIGHTING-External**

Energy efficient fixtures comprising of T8, T5, CFL, LED lights has to be considered. Detailed lighting layouts needs to be provided. (LPD calculations need to be carried out)

- Kindly ensure that the following Green building guidelines are met:-

- Provide timer control with manual override for all non-emergency lights to turn off during non-business hours.

OR

- Design interior lighting such that light should not trespass through glazing

AND

- Design exterior lighting so that all site and building mounted luminaries' produce a maximum luminance value no greater than 2 Lux at the site boundary and no greater than 0.1 Lux at 15 feet beyond the site boundary. No up-lighting of exterior fixtures is allowed.

Following LPDs should be considered for exterior lighting:

1	Uncovered parking lots and drives	0.12 W/sq.ft.
2	Walkways less than 10 feet wide	0.8 W/ linear foot
3	Walkways 10 feet wide or greater, Plaza areas, Special feature areas	0.16 W/sq.ft.
4	Stairways	0.8 W/sq.ft.
5	Main entries	24 W/ linear foot of door width
6	Other doors	16 W/ linear foot of door width
7	Canopies and Overhangs	1 W/sq.ft.
8	Open areas	0.4 W/sq.ft.
9	Building facades	0.1 W/sq.ft.
10	Entrances and gatehouse inspection stations at guarded facilities	0.625 W/sq.ft. of uncovered area (covered areas are included in "canopies and Overhangs" section)
11	Loading areas for law enforcement, fire, ambulance and other emergency service vehicles.	0.25 W/sq.ft. of uncovered area (covered areas are included in "canopies and Overhangs" section)

- **LIGHTING-Internal**

The LPD values must be As per ASHRAE 90.1(table 9.5.1). We need to have a mix of LED, CFL with low loss electronic ballasts etc. advance lighting fixtures to reducing the lighting power requirement.

Please find below the table showing the considered LPD values versus mandatory base line LPD values as per LEED requirements and considerations in energy modeling.

Sr No.	Area Description	Mandatory Baseline LPD	LPD considered in Energy Modeling (20 % reduction)
1	Stair case	0.56	0.45
2	Lift Lobby, Reception, Entrance, Club Lounge	1.21	0.97
3	Corridor	0.46	0.37
4	Restrooms	0.93	0.74
5	Change Rooms	0.56	0.45
6	Plant Rooms, Mechanical Area	1.21	0.97
7	Parking, Loading Dock	0.28	0.22
8	Stores, Material Handling, Refuse Area	1.21	0.97
9	Kitchen, Banquet Kitchen, Housekeeping, Buffet, Employee's Kitchen	1.21	0.97
10	Cafeteria, Restaurant, Specialty Restaurant, Employee's Cafeteria	1.39	1.39
11	Pre-function, Banquet Hall	1.30	1.04
12	Residential Amenities	1.12	NA
13	Offices, Meeting Rooms	1.30	1.04
14	Health Club, Gym	1.39	1.12
15	Night Club	1.21	NA
16	Laundry	0.56	0.45
17	Bar, Pantry	1.30	NA
18	Pool Bar, Sky Bar	1.30	NA
19	Residential Apartments	1.12	NA
20	Guest Rooms	1.12	NA

❖ Building Materials & Resources:

1. BMR Mandatory Requirement 1: Segregation of Waste – Post occupancy

Following waste segregation requirements need to be followed:

- Separate dry waste (paper, plastic, metals, and glass) & wet waste bins at all floor levels and common areas in building

- Centralised waste segregation facility with following bins:
 - Dry waste
 - Wet waste
 - Batteries
 - ‘e’ waste
 - Lamps

2. BMR Credit 1: Sustainable Building Materials

➤ **Materials with Recycled Content:**

The contractors will have to procure materials with recycled content for construction. The contractor has to ensure that the recycled content percentage by weight in the product is specified by the manufacturer while procuring the material.

Note: *The total recycled content (by cost) should constitute **at least 20%** of the total cost of building materials.*

➤ **Locally manufactured Materials:**

The contractor has to ensure that the construction materials procured are manufactured locally, i.e. within 400 km (radial distance) from the project site.

Note: *The total local content (by cost) should constitute **at least 30%** of the total cost of building materials.*

➤ **Wood based Materials:**

The contractor has to ensure that **at least 75%** of all new wood based materials (by cost) used in the building are wood certified by Forest Stewardship Council (**FSC**) or Programme for the Endorsement of Forest Certification (**PEFC**) or equivalent.

For the materials procured, the following submittals will be required from the Civil contractor:

- Certificates from manufacturers of materials declaring the post-consumer and post-industrial recycled content in the materials.
- Certificates from manufacturers of the respective materials mentioning the distance of the manufacturing unit from the project site.
- FSC certificates of the procured wood from the vendor along with the Chain of Custody (COC) certificate

Note: *All the above material certificates will be vetted by the project management team before giving a go-ahead for procurement to the contractor.*

3. BMR Credit 2: Organic waste management – Post occupancy

On-site organic waste treatment technology has to be installed for treating at least 95% of the organic waste generated. The output from such system such as manure, power etc. should be reused as appropriate.

Typical technologies recognised include OWC, digesters, gasifiers, vermicomposting, etc

4. BMR Credit 3: Handling of Construction Waste Materials

The Civil contractor has to ensure the following points at site:

- The amount of waste generated during construction has to be minimized to the extent possible.
- Whatever construction waste is generated at site has to be properly segregated and reused as far as possible.
- All the construction waste leaving the site has to be properly quantified in weight or volume. Proper documentation in terms of challans and quantity sheets should be maintained at site.

The following submittals are required from the contractor:

- Certificates / letters authenticating the mode of disposal of construction waste
- Date stamped photographs of the construction waste segregated on site.

5. BMR Credit 4: Use of Certified Green Building Materials

The project has to use at least five passive or active green building materials, products, and equipment that are certified by IGBC under Green Product Certification Programme.

Note:

- Passive Products & Materials include glazing, insulation, paints & coatings, adhesives & sealants, fly-ash blocks, cement, concrete, composite wood, certified new wood, housekeeping chemicals, false ceiling materials, flooring materials, furniture, gypsum based products, high reflective materials & coatings, etc.
- Active Products include Electrical systems (Lighting Systems & Controls, Pumps & Motors, etc.), Mechanical systems (unitary air conditioners, etc.), Plumbing Fixtures (faucets, showers, etc.)

❖ **Indoor Environment Quality:**

1. IEQ Mandatory Requirement 2: Tobacco Smoke control

No – smoking policy should be implemented for the entire building premises. No-smoking signages have to be put up at various places in the building.

2. IEQ Credit 1: CO₂ Monitoring

The project has to install CO₂ sensors in return air ducts from AHU's to ensure that the CO₂ differential level does not exceed 550 ppm in all the regularly occupied areas.

Note:

- Regularly occupied areas are those where people sit or stand as they work, irrespective of the number of days occupied in a year.
- Regularly occupied areas include work stations, cabins, meeting rooms, conference rooms, waiting areas, cafeteria, etc.
- Non-regularly occupied areas include toilets, store rooms, etc.

3. IEQ Credit 3: Outdoor Views

To ensure maximum outdoor views for the occupants the project team should ensure that:

- Workstation heights are restricted to 42" to enhance external views to the occupants.
- Internal partitions are made transparent as far as possible.

4. IEQ Credit 4: Minimize Indoor and Outdoor Pollutants

The following requirements need to be implemented for the project:

- Entryway systems (at least 2 meters in length) have to be installed at all building main entrances

- Areas exposed to hazardous gases or chemicals (such as printer rooms, chemical storage rooms, janitor rooms) should be isolated from regularly occupied areas. Additionally, such areas should be designed with:
 - Negative pressure exhaust (5 pascals)
 - Self closing door
 - Deck to Deck partition / Hard ceiling.

5. IEQ Credit 5: Low emitting materials

The contractor should only procure materials and systems with low VOC emissions.

➤ **Paints and Coatings:**

Paints, coatings and primers with low or no VOC content should be used for 100% of the interior wall and ceiling surface area. The VOC limits have been mentioned below:

Type of Paints & Coatings	VOC Limit (g/L less water)
Non-flat (Glossy)	150
Flat (Mat)	50
Anti-corrosive/ Anti-rust	250
Clear Wood Finish: Varnish	350
Clear Wood Finish: Lacquer	550
Floor Coatings	100

➤ **Adhesives:**

For adhesives used within the interiors, the contractor has to ensure that the VOC content does not exceed the limits as specified below:

Table 10 - VOC Limits for Adhesives

Type of Adhesives	VOC Limit (g/L less v
Glazing adhesives	100
Ceramic tile adhesives	65
Drywall and panel adhesives	50
Wood substrata adhesives	30
Wood flooring adhesives	100
HVAC duct insulation	850
Indoor Carpet adhesives	50
Multipurpose construction adhesives	70

➤ **Carpets:**

Carpets used in the interiors must comply with CRI Green Label plus Carpet Programme. The carpets should be procured from CRI certified manufacturers.

For the interior materials procured, the following submittals will be required from the civil contractor:

- Manufacturer certificates mentioning the VOC content in the procured paints, coatings and adhesives.
- CRI certificate for the carpets installed in the project

6. IEQ Credit 7: Indoor Air Quality Testing, After Construction and Before Occupancy

After construction and prior to occupancy, baseline IAQ testing has to be carried out for the project interiors using testing protocols consistent with the ISO method (*listed below for reference*)

Table 12: Maximum Concentration Levels of Contaminants

Contaminant	Maximum Concentration	ISO Method
Formaldehyde	27 parts per billion	ISO 16122
Particulates (PM10)	50 micrograms per cubic meter	ISO 7744
Total volatile organic compounds (TVOCs)	500 micrograms per cubic meter	ISO 16122
4-Phenylcyclohexene (4-PCH)*	6.5 micrograms per cubic meter	ISO 16122
Carbon monoxide (CO)	9 parts per million and no greater than 2 parts per million above outdoor levels	ISO 4385
<p><i>* This test is only required if carpets and fabrics with styrene butadiene rubber latex backing are installed as part of the base building systems.</i></p>		

The testing results have to demonstrate that the maximum concentration levels of contaminants are not exceeded in all regularly occupied areas and common areas.

7. IEQ Credit 8: Indoor Air Quality Management, During Construction

The Construction IAQ management plan shared specific to the project has to be included in the tender. The civil contractor has to ensure that the IAQ management plan developed for the project is implemented at site.

The contractor has to periodically monitor the IAQ activities and send photographs indicating compliance to the plan.

The following aspects are covered in the plan:

- Scheduling
- Electrical & Mechanical Equipment & Systems Protection
- Housekeeping
- Isolate clean areas
- Source control

Date:

Signature and seal of bidder

Schedule-H

IMPORTANT INSTRUCTIONS FOR E - PROCUREMENT

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

Process of E-tender:

A) Registration:

2. 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 as well as Commercial 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 PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).
3. SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT <https://www.mstcecommerce.com/eprochome/rbi>

1).Vendors are required to register themselves online with <https://www.mstcecommerce.com/>→ *e-Procurement* →*PSU/Govt depts.*→ *Select RBI Logo>Register as Vendor -- Filling up details and creating own user id and password*→ *Submit.*

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

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

Contact person (RBI):

- 1) Dinesh Bellamkonda, Manager (Tech.-Elect), Mobile No. 9014727794
- 2) Akash V Darvhekar , JE(Elect.), Mobile No. 9619198819

Contact person (MSTC Ltd):

- 1) Shri Sushil Nale, Asst. Manager –sushil@mstcindia.co.in Mobile No. 09987758460
- 2) Shri Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698

B) System Requirements:

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

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

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

- Other Settings:

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

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

4. Tools→Internet Options→ custom level (Please run IE settings from the page <https://www.mstcecommerce.com/> once)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi .Tenders will be opened electronically on specified date and time as given in the Tender.

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

C) Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “**Transaction Fee Payment**” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

NOTE

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

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

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

D) Bidding in e-tender:

Vendor(s) need to submit necessary 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. All bidders need to submit EMD before opening of Part-I of the tender.

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

- a) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU / Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- b) The vendor should have/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, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save / submit his Technical bid.
- c) After filling the Technical Bid, vendors have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, vendors have to click on "save" to record the Commercial bid. After both the Technical bid & Commercial bid have been saved, vendor has to click on the "Final submission" button to register the bids
- d) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- e) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- f) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

- h) 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.
- i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- j) 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.
- k) **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 for the tender.
- l) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- m) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof

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

Place :

Signature and seal of bidder

Date:

Schedule VIII

Annexure -1

Draft Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, _____

_____ having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai, 400001 (hereinafter called "The Employer") of the one part and

_____ (hereinafter called "The Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of

_____ and has caused drawings and specifications describing the works to be done, to be prepared by M/s

_____(Name of Architect, if any).

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In considerations of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work as described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The Reserve Bank of India shall administer and arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

4. The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
5. The agreement and documents mentioned herein shall form the basis of this contract
6. This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect _____
_____ to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
8. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within _____ subject nevertheless to the provisions for extension of time.
10. All payments by the Employer under this Contract will be made only at Mumbai, Maharashtra.
11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at _Mumbai and only Courts in _Mumbai_ shall have jurisdiction to determine the same.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.
13. The Contractor /Agency shall be solely responsible for full compliance with the provisions of the "Sexual Harassment of the women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint. You shall indemnify the Bank from any the claims arising out of this complaints .
14. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the

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

15. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
16. Minimum Wages Act : The contractor shall comply with minimum wages and Labour Act in force. Notices/Penalties, if any, issued/imposed by any statutory norms/requirement shall be paid by the Contractor with out any claim to the Bank.

<p>IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents the day and year first hereinabove written.</p>	<p>If the contractor is a partnership or an individual.</p>
<p>IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf, the day and year first hereinabove written.</p>	<p>If the contractor is a company.</p>
<p>Signature Clause SIGNED AND DELIVERED by the Reserve bank of India by the hand of Shri</p>	

(Name & Designation)	
In the presence of (1) Name & Address (2) Name & Address	
Witness	
SIGNED AND DELIVERED by _____ In the presence of (1) Name & Address (2) Name & Address	If the party is partnership firm or an individual should be signed by all or on behalf of all the partners.
Witness	
THE COMMON SEAL OF _____ Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of	
(1) (2)	
Directors who have signed these presents in token thereof in the presence of (1) (2)	(If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.
SIGNED AND DELIVERED BY the Contractor by the hand of Shri _____ and duly constituted attorney.	If the Contractor is signing by hand of power of Attorney, whether a company or individual

Proforma of Bank Guarantee for Earnest Money Deposit/BID Security

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date : _____

The _____
Reserve Bank of India,

Dear Sir,

Name of work :- _____

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

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

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

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

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of ₹ _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to six months from _____ (date of scheduled completion) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

- e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. **Unless a claim or suit or action is filed against us within six months from the date under clause (d) above of any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.**

Yours faithfully,

For and on behalf of

_____ Bank.

Authorized official (with seal)

(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. The necessary stamp duty shall be paid by the tenderer).

Proforma of Bank Guarantee for Performance Security Deposit

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

BG. No.....
Amount:.....

Issue Date
Expiry Date.....

To:

The
Reserve Bank of India
Estate
.....

Dear Sir,

_____ (Name of work) _____

_____Bank Guarantee for PERFORMANCE SECURITY DEPOSIT_____

In consideration of the Reserve Bank of India, Estate Department ... having its Registered Office at..... (hereinafter called the "Bank" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No..... dated..... issued by the Reserve Bank of India, which has been unequivocally accepted by the Contractor M/s...* work of..... (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs..... (Rupees..... only) from a Nationalized Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the said Contractor of the terms and conditions contained in the said Contract.

1. We, the..... (Name of the issuing bank) (hereinafter referred to as "the said bank" and having our registered office at..... do hereby undertake and agree to indemnify and keep indemnified the Bank from time to time to the extent of Rs.....(RupeesOnly) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Bank by reason of any breach or breaches by the said Contractor of any of the terms and

conditions contained in the said Contract and to unconditionally pay the amount claimed by the Bank on demand and without demur to the extent aforesaid.

2. We,..... bank, further agree that the Bank shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Bank on account thereof and the decision of the Bank that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Bank from time to time shall be final and binding on us.

(*Refer note at the end of the proforma.)

3. We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Bank under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Bank shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e. (date) or from the date of cancellation of the said contract as the case may be, unless a notice of the claim under this Guarantee has been served on the bank before the expiry of the said period in which case the same shall be enforceable against the bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. The Bank shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the

terms and conditions governing the said Contract or securities available to the Bank and the said bank shall not be released from its liability under these presents by any exercise by the Bank of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance act or omission on the part of the Bank or any indulgence by the Bank to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the bank from its such liability.

5. It shall not be necessary for the Bank to proceed against the Contractor before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any security which the Bank may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the bank hereunder, be outstanding or un-realized.

6. We, the said bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Bank in writing and agree that any change in the Constitution of the said Contractor or the said bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s.....on whose behalf this guarantee is issued.

In the presence of

For and on behalf of (the bank)

WITNESS

1. _____

Signature _____

2.

Name & Designation

Authorization No: _____

Date and Place: _____

Banker's Seal _: _____

Accepted

(Signature of the Officer)
For and on behalf of the
(Reserve Bank of India)

NOTES

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (herein after called " the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives.

***For Partnership Concerns**

M/s _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representative); the names of their partners being

(i) Shri _____ S/o. _____

(ii) Shri _____ S/o. _____

***For Companies**

M/s..... a company registered under the Companies Act, 1956 and having its registered office atin the State of (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

Place :

Date :

Signature of contractor with seal.

Annex IV

FORMAT OF MEASUREMENT BOOK
M.B.No._____

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

Abstract of cost for Running/Final
Bill Running Bill No.

MB No.

Page No.

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

Annex V

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

To

.....
.....
.....
.....

Dear Sir/Madam,

**Name of
Work**.....
.....
.....

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

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

Signature/(s) of the Bidder
Name/(s)
Stamp/Seal of the Bidder
Note:

Power of Attorney should be properly stamped and notarized
Power of Attorney furnished by Contractor shall be irrevocable.

Part II Bill of Quantities

Note: Due to restriction of word limit in e tender format, full details may not be available there. For full detailed description, please refer to the Un-Price Bill of quantities as below and technical specifications of this tender.

Part-II BOQ

Item No.	Description	Quantity	Unit	Rate	Amount
1	<p>Supply, Installation, Testing & Commissioning of in position Water Transfer pump, Submersible type pump set along with necessary starter panel and cabling work up to starters complete. The pump shall be capable of discharging 10m³/hr (1 Duty + 1 standby) at a total head of 60 m (the pump offered shall be subject to approval of the Bank's Engineer)</p> <p>High efficiency pump set with cast iron/stainless steel impeller as above (For Drinking, Flushing and RWH - Location inside UG tank).</p>	3	set		
2	<p>Supply, Installation, Testing & Commissioning of in position Water Transfer pump, Submersible type pump set along with necessary starter panel and cabling work up to starters complete. The each pump shall be capable of discharging 10m³/hr (2 Duty + 1 standby) at a total head of 60 m (the pump offered shall be subject to approval of the Bank's Engineer)</p> <p>High efficiency pump set with cast iron/stainless steel impeller as above (For Domestic. - Location inside UG tank).</p>	1	set		
3	<p>Supply, Installation, Testing & Commissioning in position Water Booster pump Vertical multistage type pump set with pressure vessel of 500 Ltrs along with necessary starter panel and cabling work up to starters complete. The pump shall be capable of discharging 10 m³/hr (1 Duty + 1 standby) at a total head of 20 m (the pump offered shall be subject to approval of the consultants)</p> <p>High efficiency pump set with cast iron impeller as above 1 Duty + 1 Standby (Domestic – Loc. Roof).</p>	2	set		
4	<p>SITC of in position approved make Level switches with all its accessories. Level switches UG tank High low / Overhead tank High low.</p>	16	no		
		Subtotal			
		GST			
		Grand Total			
