



भारतीय रिज़र्व बैंक
Reserve Bank of India

Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai. - NIT

Estate Office, Mumbai Regional Office, Reserve Bank of India invites open e-tenders for the captioned work from the eligible contractors. The schedule of tender is as follows:

a. e-tender no.	RBI/Mumbai Regional Office/Estate/142/24-25/ET/836
b. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprochome/rbi)
c. Estimated cost of the work	₹ 17.69 Lakh
d. Date of NIT available to parties to download (View Tender Time)	January 30, 2025 from 6:00 PM onwards
e. Pre-Bid meeting	At 11.00 AM on February 10, 2025 at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai- 400001
f. Earnest Money Deposit	i) ₹ 35,380/- (Rupees Thirty-Five Thousand Three Hundred and Eighty only) by NEFT, DD or in the form of BG on or before 2:00 PM on February 21, 2025 . The DD 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: shaileshmeena@rbi.org.in & estatemumbai@rbi.org.in
g. Last date of submission of Pre-Qualification (PQ) papers	To be submitted along with Part I
h. Date of starting of e-Tender for submission of online Techno-Commercial bid and Price bid at www.mstcecommerce.com/eprochome/rbi	January 30, 2025 from 6:00 PM onwards
i. Date of closing of online e-tender for submission of Techno-Commercial bid & Price bid	February 21, 2025 till 2:00 PM
j. Date and time of opening of part-I (Techno-Commercial bid)	February 21, 2025 at 2:30 PM
k. Part-II of the online tender will be opened on the same day or subsequent date, which will be intimated to the tenderers in advance.	Shall be intimated to the eligible bidders subsequently.
k. Transaction Fee	Rs. 1000 /- 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.



भारतीय रिज़र्व बैंक
Reserve Bank of India

Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai

Reserve Bank of India invites online open e-tenders from Original Equipment Manufacturers or their authorized Channel partners / integrators for the captioned work. Online Tenders will be available to view / download for all firms from **6:00 PM on January 30, 2025.**

2. The e-tender is to be submitted through the website www.mstcecommerce.com/eprocn. The work is estimated to cost **₹17.69 Lakhs (Capital Cost)**

(Rupees Seventeen Lakh and Sixty-Nine Thousand Only) and the entire work of supply, installation, testing and commissioning of Uninterrupted Power Supply System shall be completed within a period of (03) three months from the 14th day of issue of work order.

3. Only those contractors who have minimum 5 years of experience in carrying out similar nature of works viz. SITC of Uninterrupted Power Supply (UPS) system in (N+ 1) parallel redundant mode including batteries and allied work in Data Centres / Large financial Institutions / IT Complexes / Large Office Complexes / Multi-specialty Hospitals/similar organizations etc are eligible. The similar work should have been completed on or before December 31, 2019.

The intending bidder must have executed successfully "SITC of Uninterrupted Power Supply (UPS) system in (N+ 1) parallel redundant mode including batteries and allied work in Data Centres / Large financial Institutions / IT Complexes / Large Office Complexes / Multi-specialty Hospitals/similar organizations etc., during last five years ending on December 31, 2024 as under:

- (a) Three works each costing not less than 40% of ₹17.69 Lakhs

OR

- (b) Two works each costing not less than 50% of ₹17.69 Lakhs

OR

- (c) One work costing not less than 80% of ₹17.69 Lakhs during last 5 years

AND

- (d) Have a minimum yearly turnover of ₹17.69 Lakhs during the last 3 years supported by audited financial statements.

AND

- (e) Should furnish Banker's certificate issued by the Applicant's banker specifically for the work, for an amount of ₹17.69 Lakhs.

AND

- (f) Have a service set up in Mumbai/Thane/Navi Mumbai for rendering after sales service.

4. The following information along with relevant documents shall be submitted to satisfy the Bank about their eligibility for participating in the tendering process.

a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be submitted along with name(s) and address(es) of the partners, copy of the Articles of Association/ power of Attorney/any other relevant document.
b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. (TDS certificate in case of client being private entity). The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any office should also be submitted.

c)	Creditworthiness of the contractor & their Turnover during the specified period	Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years. (as per format mentioned in the tender)
d)	Service Set-up	Certificate from the manufacturers/any other valid document in support of having a full-fledged service setup at the desired place should be enclosed. (if required) (as per format mentioned in the tender)
e)	Name(s) and address(es) of the Bankers and their present contact executives	Written information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank in case it is so needed) should be furnished.
f)	Details of bank Account	Full particulars of their bank accounts, like account no., type, when opened, etc. should be given.
g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished. (as per format mentioned in the tender)
h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officers/ authorities / departments under whom the work(s) was/were executed should be furnished.

5. A tender submitted by the firm who is not found to be satisfying the above criteria will be liable for rejection.
6. A pre-bid meeting will be held at **11.00 AM on February 10, 2025** at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai- 400001 to discuss/clarify anything about the tender.
7. The tenderers shall pay as Earnest Money a sum of **₹ 35,380 /- (Rupees Thirty-Five Thousand Three Hundred and Eighty Only)** by NEFT/ Demand Draft/ Bank Guarantee in favour of RBI -Mumbai, drawn on a scheduled bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. The last date of submission EMD is **February 21, 2025 till 2:00 PM.**
8. E-Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and submit their consent online for these conditions and Part II containing prices by **February 21, 2025 till 2:00 PM. Further Pre-Qualification (PQ) Documents should also be submitted along with Part I.** While e-tender Part I will be opened on the **same day at 2:30 PM.** Part II will be opened on a subsequent date, which will be intimated to the eligible tenderers.
9. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender.**
10. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tenders. The Bank also reserves the right to reject any or all the tenders without assigning any reason, thereof.

SCHEDULE OF TENDER (SOT)

a. e-tender no.	RBI/Mumbai Regional Office/Estate/142/24-25/ET/836
b. Mode of tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)

c. Estimated cost of the work	₹ 17.69 Lakh
d. Date of NIT available to parties to download (View Tender Time)	January 30, 2025 from 6:00 PM onwards
e. Pre-Bid meeting	At 11.00 AM on February 10, 2025 at Estate Office, 2nd Floor, Main Building, Mumbai Regional Office, Fort, Mumbai- 400001
f. Earnest Money Deposit	<p>i) ₹ 35,380/- (Rupees Thirty-Five Thousand Three Hundred and Eighty only) by NEFT, DD or in the form of BG on or before 2:00 PM on February 21, 2025. The DD 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</p> <p>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: shaileshmeena@rbi.org.in & estatemumbai@rbi.org.in</p>
g. Last date of submission of Pre-Qualification (PQ) papers	To be submitted along with Part I
h. Date of starting of e-Tender for submission of online Techno-Commercial bid and Price bid at www.mstcecommerce.com/eprochome/rbi	January 30, 2025 from 6:00 PM onwards

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Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC website.



भारतीय रिज़र्व बैंक

Reserve Bank of India
Estate Office
MUMBAI

e-Tender For

**Supply, installation, testing and commissioning of 2X30KVA
Uninterrupted Power Supply System for Proposed
Construction of Building for CENTRE FOR ADVANCED
FINANCIAL RESEARCH AND LEARNING (CAFRAL) at
Dadar(W), Mumbai.**

Part -I

Name of Tenderer: _____

Address: _____

Date of Pre-Bid Meeting	February 10, 2025 at 11:00 Hrs.
Venue	Estate Office, Reserve Bank of India, Mumbai Regional Office Building, 2 nd floor, SBS Marg, Fort, Mumbai -400 001.
Last date and time for Submission of e-Tender	February 21, 2025 up to 14:00 Hrs.
Date of opening of Part- I of e-Tender	February 21, 2025 at 14:30 Hrs.

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Disclaimer

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

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by Reserve Bank of India in submitting the e-tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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Section-I
Form of e-Tender

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

Dear Sir/Madam,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the e-Tender. 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 specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the Tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.
(b)	Estimated cost	₹17.69 lakhs
(c)	Mode of payment to the contractor	As per clause 3.12 General Instructions to Tenderers and Special Conditions.
(d)	Earnest Money Deposit	₹35,380/-
(e)	Time allowed for completion of work which shall be reckoned from the 14 th day of issue of the letter of acceptance of tender.	3 months

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed proforma ([Annexure -II](#)).
3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor. We have deposited a sum of **Rs. 35,380/-** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2025.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with
name, address and date

(2) Signature with

name, address and date

Section II
Notice Inviting Tender

Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.

(A) Prequalification/ Eligibility Criteria to be fulfilled for participation in bidding: -

1	E-tenders are invited for the work in two parts as per following eligibility criteria: -
(i)	<u>Prequalification/ Eligibility Criteria to be fulfilled for participation in bidding: -</u>
(a)	<p><u>Duration of past experience:</u> - Should have minimum 5 years of experience of executing similar works. Applicant should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc.</p> <ul style="list-style-type: none"> • The Applicant should submit documentary evidence in support of minimum experience of 5 years.
(b)	<p><u>Minimum value of each completed work (qualifying) :-</u> Experience of having successfully completed similar works during last 5 years should be either of the following:</p> <p>i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost- Rs.17.69 lakhs</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost- Rs.17.69 lakhs</p> <p style="text-align: center;">Or</p> <p>iii) One similar work costing not less than the amount equal to 80% of the estimated cost. - Rs.17.69 lakhs</p>
(c)	<p><u>Yearly turnover: -</u> Should have an annual turnover of amount equal to: - 100% of estimated cost or more during the last three financial years ending 31st March.</p>
(d)	<p><u>Banker's Certificate: -</u> Should furnish Banker's certificate issued by the Applicant's banker specifically for the work, for an amount of estimated cost.</p>
(e)	<p><u>Service setup: -</u> Full-fledged service setup should be available at Mumbai, Navi Mumbai, Thane for regular services to be provided.</p>
(ii)	<p><u>Important instructions to all the bidders for above PQ/Eligibility criteria: -</u></p> <ul style="list-style-type: none"> • The above information/ documents are required to be submitted mandatorily by all the bidders to enable the Bank to verify their eligibility for participating in the tendering process. • The tenderers have to invariably furnish details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India.

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| <ul style="list-style-type: none">intending tenderers shall have to satisfy the Bank with documentary evidence in support of their possessing required eligibility (as specified in “(i) ” above) for participating in the tendering process and in the event of their failure to do so, the Bank reserves the right not to process their tender even though blank tender document has been issued to the bidder. For this purpose, the tenderers shall be required to submit the mandatory information/ documents in proof of their eligibility to take part in the tendering process up to the last date and time of issue of tender documents. |
|---|

(B) Commercial Conditions

Reserve Bank of India invites online e-tenders for the work “Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.”. Online Tenders will be available to view / download for all firms from 6:00 PM on January 30, 2025.

1. The e-tender is to be submitted through the website <http://www.mstcecommerce.com> The work is estimated to cost Rs. 17.69 lakhs (Rupees Seventeen Lakh Sixty-Nine Thousand Only) and the entire work of Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai shall be completed within a period of 03 months from the date of commencement.

2. A pre-bid meeting will be held at 11.00 AM on February 10, 2025 at office to discuss/clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents.

3. The tenderers shall pay as **Earnest Money a sum of**. Rs. 35,380/- (Rupees Thirty-Five thousand Three hundred and Eighty only) by NEFT or Bank Guarantee in favour of RBI -Mumbai, drawn on a scheduled bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. **The last date of submission EMD is February 21, 2025 till 2:00 PM.**

4. E-Tenders shall be submitted in two parts viz. Part I containing technical and commercial details of the offer and online submit their consent for these conditions and Part II containing prices only within **February 21, 2025 till 2:00 PM. Further, Pre- Qualification Documents should also be submitted along with Part I.** While e-tender Part I will be opened on the **same day at 2:30 PM.** Part II will be opened on subsequent date, which will be intimated to the tenderers.

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

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

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

8. The entire work of the entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 03 months from the 14th day of date of issue of work order.

9. The tenderers shall indicate details of the service centre at Mumbai, the staff strength, contact numbers and the availability of spares for the system.

10. Warranty/Defect Liability period

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

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

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

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

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

13) The scope of work shall include:-

- a. Delivery of all the material with accessories at site in Mumbai including packing, handling, transporting, clearing, loading, unloading at ports in India as well as at site in Mumbai, as approved by Engineer-in-Charge.
- b. Installation, testing & commissioning of all the material as per technical specifications and GA drawing, as approved by Engineer-in-Charge. The work includes supply, installation, testing and commissioning of the material required for electric wiring as detailed specified in this tender as per the site requirement etc.
- c. Providing free service for faulty finding and rectification during warranty period of captioned work. The warrantee period of one year will commence after completion of the captioned work in all respect.
- d. The cost of any other work, related to but not mentioned above, required for completion of the job.
- e. All engineering, equipment, labour, and permits required to complete electric wiring work satisfactory required by this specification.

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

- a. Scaffolding/ ladders necessary for erection and all minor builder's work for cutting away and making good to walls and masonry work required, including repairs to plaster etc. Further, all chase cutting, and openings as required by the Contractor and shown on his drawings, will be carried out by the Contractor.
- b. It is not the intent to specify complete herein all details of the works covered under this tender. Scope of work may also include such other related works as indicated in the schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Engineer-in-Charge and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfil the anticipated performance during the expected life of the system.

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

Section III
General Rules and Instructions to the Bidders

1	<p>E-tenders are invited for the work in two parts</p> <p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess <u>Class III signing type digital certificate</u>. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eproc (Version 3)</p> <p>1) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact person (MSTC):</p> <p>HO Central Help Desk: (For vendors)</p> <p>Phone Number :07969066600</p> <p>helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)</p> <p>WRO Helpdesk:7651915418</p> <p>Availability</p> <p>Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – wroopn11@mstcindia.in</p> <p>9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.</p> <p>Contact person (RBI MRO):</p> <p>1. Shri Akash V Darvhekar, JE (Tech-Elec), Mo. No. 9619198819 (For Technical queries)- mail ID: avdarvhekar@rbi.org.in</p>
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2. Shri. B Dinesh Sriharsha, Manager (Tech-Elec), (For Technical queries)- mail ID: bellamkonda@rbi.org.in
3. Shri Shailesh Meena, Manager, No. 9711065776_(for e-tender queries)- mail ID: shaileshmeena@rbi.org.in

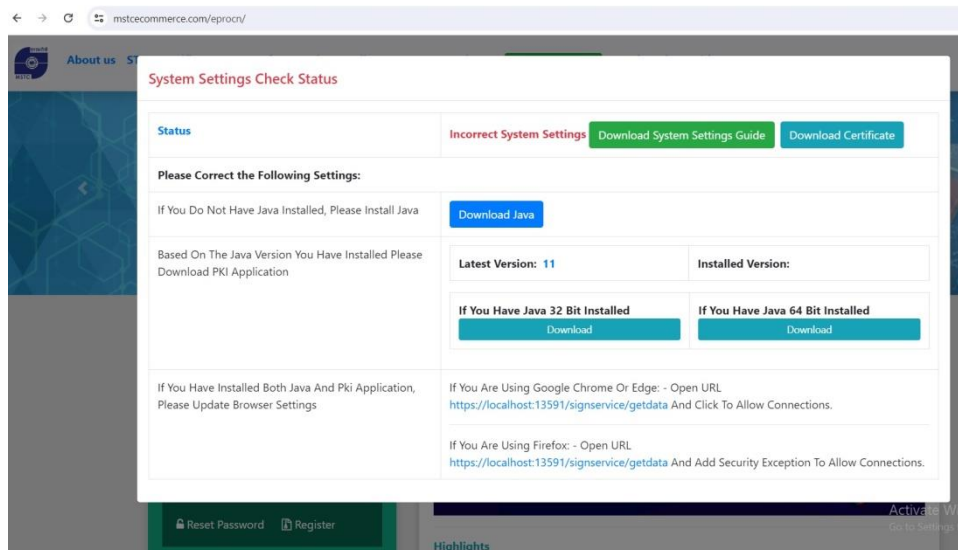
Vendors are required to register themselves online with

www.mstcecommerce.com/eproc

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

B) System Requirement:

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



(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.

(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, MRO. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

Note:

The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.

	<p>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.</p>
	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
	<p>Special Note towards Transaction fee:</p>
	<p>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.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE</p> <p>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.</p>
	<p>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 corporate email I.D. 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).</p> <p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
	<p>Bidding in e-tender:</p>
	<p>(a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>(b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>(c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event</p> <p>(d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.</p>

	<p>(e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>(f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>(g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>(h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>(i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(j) 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.</p> <p>(k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(l) 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.</p> <p>(m) 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.</p>
	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
	No deviation to the technical and commercial terms & conditions are allowed.
	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprchome to familiarize them with the system before bidding.
	Integrity pact (NOT APPLICABLE)
	The bidders/ prospective vendors shall be required to enter in to an agreement with the Reserve Bank of India (RBI) called Integrity Pact (IP). The IP envisages an agreement between the RBI and the bidders/ prospective vendors as per the approved proforma annexed hereto, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the contract. The IP shall be applicable from the stage of invitation of bids till the complete execution of the contract. The tenders of those bidders/ prospective vendors which do not contain the IP in the approved proforma shall be liable for rejection. The bidders may upload the scanned copy of the IP agreement, duly signed, as

	part of document submission. The original hard copy may be submitted in the office during opening of the part-I of the tender. Provided however, that the Integrity pact shall be applicable when specifically provided in Schedule 'E'.
	Tender Fees
	The Bidder shall pay non-refundable Tender Fee as specified in Schedule 'E'. Any bids not accompanied by the Tender Fees shall be rejected and shall not be considered for further evaluation / processing.
	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
5	Amendment to Tender document
(i)	At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.
(ii)	The said amendment in the form of the addendum/ corrigendum will be sent to all the prospective Bidders who have paid the registration fee for the Tender in case of open tenders and all the enlisted contractors, in case of limited tenders. This communication will be in writing and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by fax/courier/e-mail to RBI. The amendments would also be made available on the website of RBI in case of open tenders. The Bidders, especially those who have downloaded the tender document are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.
(iii)	In order to afford prospective Bidders reasonable time for preparing their Bids after considering such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.
6	Tender not a Lump sum tender
	The Bidder should note that this tender is neither a fixed Lump sum tender nor a Piece Work tender but is a tender to carry out the work in respect of "Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.," as per the detailed specifications, terms and conditions etc. to be paid for according to actual measured quantities at the rate contained in the Schedule of rates or as provided in the said Conditions.
7	Preparation of bid and Cost of bidding
(i)	The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and

	acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
(ii)	The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.
8	Format to be used
	The bidder must fill up and submit only the tender forms/formats made available by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.
9	Filling of Rates
(i)	Rates should be quoted for each item of work in figures in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures. The amount for each item should be worked out and requisite totals should be given in the specified column.
(ii)	In the event, no rate has been quoted for any item(s), leaving space in figure(s), and amount blank, the rate for the item shall be considered as 'Zero' and the tender shall be evaluated accordingly.
(iii)	No advice of any change in rate or conditions after the opening of the tender will be entertained.
10	Earnest Money Deposit (EMD)/Bid security
(i)	The bidders are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount as specified in Schedule 'E' along with the tender (Part -I) in the manner as specified in Schedule 'E'.
(ii)	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the bidder if his tender is not accepted but without any interest.
(iii)	Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque.
(iv)	The Earnest Money Deposit paid by the successful bidder shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the contract and shall be returned as specified in Schedule 'F'. No interest shall be paid on the said deposit.
11	Signing of Bid, Power of Attorney
(i)	Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.
(ii)	The tender submitted on behalf of a firm must be signed separately by each partner of the firm or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, or it must be signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.

(iii)	Bidders shall upload, along with Part-I of the tender, a scanned copy of the power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto. The hard copy shall be submitted in office subsequently.
12	Modification / substitution / Withdrawal of Bids
(i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
(ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
(iii)	Only a single copy of the withdrawal notice shall be prepared, and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL"
13	Bid Due Date
	Bids should be uploaded and submitted on or before the stipulated time and date as specified in Schedule 'E'. Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date
14	Late Bids
	Any Bid received after the last date and time specified for submission of Bids in Schedule 'E' or after the extended Bid due date, if any, will be treated as "Late Bid" and will not be opened /considered by RBI.
15	Opening of Bids
	The Part I of the tender, will be opened on the time and date, as specified in 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. The duly filled-in Part II of the tender, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence of the authorized representatives of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.
16	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
17	Clarification & Evaluation of Bids
(i)	Price Bids of only those Bidders who are technically qualified shall be opened.
(ii)	Rates quoted for each item shall be considered during verification/ scrutiny.
(iii)	If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct.
(iv)	Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.

(v)	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required during the evaluation of Bids in accordance with tender clauses.
(vi)	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
(vii)	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a sealed revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount, if any. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.
(viii)	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.
18	Acceptance of Tender and Award of Work
	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently.
19	Performance Guarantee
	The Contractor whose tender is accepted, will be required to furnish performance guarantee of specified percentage of the contract amount within the period specified in Schedule 'F' & clause SC 4 of the Special Conditions of the Contract. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto. In case of delays in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.
20	EMD/Retention Money/ Security Deposit
(i)	On completion of the works, the contractor would be paid the amount equal to EMD and the RBI will release the remaining Security Deposit after rectification of the defects pointed out during the Defects Liability Period in the manner as specified in Schedule 'F'. The amounts retained by the RBI shall not bear any interest.
(ii)	All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
(iii)	The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
(iv)	Earnest Money deposit of all tenderers other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier.
(v)	Earnest Money deposited by the successful tenderer shall be refunded on obtaining a Performance Bank Guarantee for the specified amount from the successful tenderer.
21	Taxes/ Duties/ Levies

(i)	GST or any other tax/ Duty/ levy applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.
(ii)	The successful tenderers may also note that RBI shall deduct all the statutory taxes (IT/ GST etc.) as per the extant provisions of the applicable Act from the bills and amount due to them from bank and remit the same directly to the Government.
22	Time for Completion of Work
	Time allowed for carrying out the work as mentioned in the Schedule 'E' shall be strictly observed by the Contractor and it shall be reckoned from the 14 th day from the date of commencement.
23	Work Programme
	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The contractor shall submit his programme for approval of Engineer-in-charge within 14 days from the date of award of work. Only Bar Chart with details of all major activities shall be submitted.
24	Employer's right to accept or reject any or all the bids
	Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.

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

Section IV

General Conditions of the Contract Clauses

	Definitions
1	The Contract means all the documents forming the tender and acceptance thereof together with any correspondence leading thereto and the formal agreement executed between the competent authority on behalf of the Employer and the Contractor, together with the documents referred to therein including the General Conditions, Special Conditions, General rules and instructions to bidders, the Technical specifications, designs, drawings, correspondences exchanged and instructions issued from time to time by the Engineer-in- Charge. All these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
(i)	The expression works or work or Project shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional, as defined in 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	<p>The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the drawings, Schedule of Quantities and Specification taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or amongst the drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Engineer-in-Charge who shall decide which is to be followed. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.</p> <p>The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge may in his absolute discretion and from time to time issue further drawings and/or written instructions, detailed directions and explanations which are hereafter collectively referred to as “Employer’s Instructions” in regard to :</p> <ol 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.

	<p>g) The amending and making good of any defects noticed and reported during Defect Liability Period.</p> <p>The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Engineer-in-Charge shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if the same is not approved/ disapproved by the Engineer-in-charge in writing within a further period of seven days, such shall be deemed to be Employer's Instructions within the scope of the Contract.</p>
7	Sufficiency of Tender
	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
	Discrepancies and Adjustment of Errors (order of preference)
8	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
8.1	In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -
	(i) Description of Schedule of Quantities
	(ii) Particular Specification and Special Condition, if any
	(iii) Drawings
	(iv) General Specifications
	(v) Indian Standard Specifications of B.I. S
8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Competent Authority as defined in the schedule 'F' shall be the deciding authority 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.
9	Signing of Contract
	The successful tenderer/contractor, on acceptance of his tender by the Employer, shall, within 14 days from the stipulated date of start of the work, sign the contract consisting of

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

CLAUSES OF CONTRACT

1	Performance Guarantee
(i)	The contractor shall submit an irrevocable Performance Guarantee of the specified percentage of the Contract amount as specified in the Special Conditions of Contract in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto.
(ii)	The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Engineer-in-charge, in cases where no maintenance contract is involved, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/ system/ any other work after construction of same building and/ or commissioning of services/ system/ other work, then the Performance Guarantee shall be retained as Security Deposit as specifically provided in Special conditions of Contract.
(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.
1A	Recovery of Security Deposit
(i)	The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period in the manner as specified in schedule 'F'

(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 case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then the Performance Guarantee shall be retained as Security Deposit as specifically provided in Special conditions of Contract
2	Compensation for Delay
	If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as per the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of contract price of the work for every completed day (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.
	This will also apply to items or group of items for which a separate period of completion has been specified.
(i)	Compensation at the rate as specified in schedule 'F' per week of delay for delay of work to be computed on per day basis, Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Contract Price of work or of the Contract price of the item or group of items of work for which a separate period of completion is originally given.
(ii)	The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Employer. In case, the contractor does not achieve a particular milestone mentioned in Schedule 'F', or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

2A	Incentive for early completion (NOT APPLICABLE)
	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'.
3	When Contract can be determined
	Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
(i)	If the contractor has abandoned the contract
(ii)	If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, pull down, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or has failed to remove the materials from the site within seven days of the written instructions of the Engineer-in-charge that the same were condemned and rejected by him under these conditions.
(iii)	If the contractor has failed to commence the work or, without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving notice from the Engineer-in-charge to proceed or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
(iv)	If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
(v)	If the contractor persistently neglects or fails to carry out his obligations under the contract and/ or commits default in complying with all or any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
(vi)	If the contractor shall offer or give or agree to give to any person in Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer.
(vii)	If the contractor shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(viii)	If the contractor had secured the contract with Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
(ix)	If the contractor being an individual, or if a firm, any partner thereof commits an “Act of Insolvency” or shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall suffer execution or other process of court attaching property to be issued against the contractor or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors and shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction to the Engineer-in-charge that he is able to carry out and fulfill the contract and to give security therefor, if so required by the Engineer-in-charge.
(x)	If the contractor being a company shall pass an effective resolution for winding up voluntarily or shall have an order for compulsory winding up made against it or shall subject to the supervision of court and the official Assignee or the liquidator in such acts of insolvency or winding up, as the case may be, or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
(xi)	If the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the contractor or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.
(xii)	If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
(xiii)	If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Employer shall have powers:
	(a) To determine the contract, notwithstanding any previous waiver, after giving seven days’ notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
	(b) After giving notice to the contractor measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands. The action will be without thereby affecting the powers of the Engineer-in-charge or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor. And

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

	purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause hereof.
	(c) In case contractor wants to close the contract, he shall give notice to the Employer stating the failure on the part of Employer. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:
	(i) If the Contract price of work is up to Rs. 50 lac: 15 days
	(ii) If the Contract price of work exceeds Rs. 50 lac: 30 days
	(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. 1 Lakh.
3B	Termination of Contract in case of death of Contractor
	Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, the Employer shall have the option of terminating the contract without any liability for such termination and compensation to the contractor.
4	Contractor liable to pay Compensation even if action not taken under Clause 3
	In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or 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.
5	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 mile stone and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.
	(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 (NOT APPLICABLE)
(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. A recovery of Rs.500/- (for works costing upto 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 above programme subject to a maximum of 0.5% of the contract amount.
(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.
(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.

(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)	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,
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.
6	Measurements of Work Done
(i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

(ii)	All measurement of all items having financial value shall be entered in 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.
6A	Computerized Measurement Book
(i)	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
(ii)	All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the proforma of Measurement Book annexed hereto, so that a complete record is obtained of all the items of works performed under the contract.
(iii)	All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.
(iv)	Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.
(v)	The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Employer. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the

	corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the concerned officers of the Employer.
(vi)	The contractor shall also submit to the Employer separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
(vii)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.
(viii)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards or any other relevant code of practice and if for any item no such standard is available then a mutually agreed method shall be followed.
(ix)	The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
(x)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
(xi)	It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

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

	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.
(a)	75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Engineer-in-charge, pending test checking of work and verification of detailed arithmetical accuracy by Employer. [NOT APPLICABLE]
(b)	The Employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
(c)	No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Completion Certificate.
(d)	The amount admissible shall be paid within the specified period of honouring certificates in the 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 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.
7A	Unfixed materials when taken into account to be the property of the Employer
	Where in any Certificate (of which the Contractor has received payment), the Engineer-in-Charge has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Engineer-in-Charge. The Contractor shall be liable for any loss of, or damage to, such materials.
8	Completion Certificate and Completion Plans
(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.
8A	Contractor to Keep Site Clean
	The splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done. The cleaning shall be carried out as soon as possible without waiting for the actual completion of all the other items of work in

	the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.
8B	Completion Plans to be Submitted by the Contractor
(i)	The contractor shall submit completion plan (as built drawing in AUTOCAD or GAD or any such approved software and one hard copy) for, structural drawings, water, sewerage and drainage line, Electrical, HVAC, Firefighting system works, etc. as applicable depending upon the scope of work within thirty days of the completion of the work.
(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.
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
(iii)	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.
9A	Payment of Contractor's Bills through electronic means
(i)	Payments due to the contractor shall be made to his bank through NEFT. For this purpose, the contractor shall furnish to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; to receive payments and all other required particulars in the approved format (2) his own acceptance of the correctness of the amount made out as being due to him by Employer or his signature on the bill or other claim preferred against Employer before settlement by the Engineer-in-Charge of the account or claim by payment to the bank.

	While the NEFT transaction slip shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible, present his bills duly receipted and discharged through his bank.
(ii)	Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.
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 any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
(iv)	The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in- Charge or his authorized representative shall at all times have access to the works and to all workshops, factories or/ and other places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access for inspections and examination and test of the materials and workmanship. No person not authorized by the employer except the representatives of public authorities shall be allowed on the works at any time.
(v)	The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without

	being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
(vi)	The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Schedule 'F'. [NOT APPLICABLE]
10A	Secured Advance on Non-perishable Materials delivered at site and its recovery (Not Applicable)
(i)	<p>The contractor, on signing of an Indenture in the specified proforma, shall be entitled to be paid during the progress of the execution of the work up to 70% of the assessed value of any materials (The assessed value shall be the least of the purchase value supported by the tax paid vouchers, duly verified, or material price derived from the tender rate for the respective item) which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith as per the approved progress plan and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered /deducted from the next payment made under any of the clause or clauses of this contract.</p> <p>The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.</p>
	Mobilisation Advance (NOT APPLICABLE)
(ii)	<p>Mobilization advance not exceeding 5% of the cost of project put to tender, subject to a maximum of Rs 100 lakh can be paid, if requested by the contractor in writing within one month of the date of the work order. Such advance shall be disbursed in following installments:</p> <ol style="list-style-type: none"> a) If the amount of Mobilization advance is more than Rs 50 Lakh but less than Rs 75 Lakh - Two installments b) If the amount of Mobilization advance is more than Rs 75 Lakh - Three installments. <p>The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer- in-Charge in this behalf after submission of the required Bank Guarantee as per proforma Guarantee annexed hereto. The stages of work, on attainment of which the second and third installments (if applicable) of 'Mobilization Advance' are going to be released, are stipulated in the schedule 'F'. The contractor shall be required to submit a utilization Certificate for the installment of the Mobilization advance received within thirty days from the date of disbursement. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of</p>

	<p>the utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from any Scheduled Bank for the amount equal to 110% of the amount of the installment and valid for at least six months from the date of disbursement of installment and submit to the Employer.</p> <p>Provided always that provision of Clause 10 A (ii) shall be applicable only when so provided in 'Schedule F'.</p>
	<p>Interest & Recovery on Mobilization Advance</p>
(iii)	<p>The mobilization advance as above shall bear Simple Interest at Prime Lending Rate(PLR) of State Bank of India (SBI) on the date of payment of advance against bank guarantee/(s) and shall be calculated from the date of payment to the date of recovery, both days inclusive on the outstanding amount. Recovery of such sums advanced along with the accrued interest thereon shall be made installment- wise i.e. each installment of Mobilization advance plus the accrued interest thereon shall be recovered by deduction from the contractor's any Running account bill submitted to the Employer within 120 days from the date of disbursement of the installment of Mobilization advance, if acceptable to the contractor, or by encashing the Bank Guarantee submitted by the contractor for that installment immediately on the expiry of the one hundred twenty days period from the date of disbursement of the installment of Mobilization advance, if no Running account bill is submitted by the contractor to the Employer and is pending for payment by the Employer within 120 days from the disbursement of the Installment or the contractor requests the Employer not to recover the said mobilization advance from his running account bill.</p>
10B	<p>Price Adjustment - Payment on Account of variation in Material Prices/Wages</p>
(i)	<p>Where scheduled period of completion is more than one year, in order to take in to account the variations in Material prices and wages during the contract period when the work is in progress, including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, adjustments in the costs of materials and labour shall be allowed on the basis of formulae as given below</p> <p>(1) Materials</p> $V_M = 70/100 \{0.88V - (M)\} \times \{(WI - WI_0)/WI_0\}$ <p>Where</p> <p>V_M: Variation in material cost, i.e., increase or decrease in the amount in Rs. to be paid or recovered.</p> <p>V: Value of work done excluding advances on materials, if any, during the period under reckoning.</p> <p>M: Cost of materials for which basic rates, if any, are indicated in the tender.</p> <p>WI: Average of All India Wholesale Price Index for all commodities for the period under reckoning as published in the RBI Bulletin.</p> <p>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>

	$V_L = 30/100 \{0.88V - (M)\} \times \{(CI - C_{I0})/C_{I0}\}$ <p>Where V_L: Variation in labour cost, <i>i.e.</i>, increase or decrease in the amount in Rs to be paid or recovered. V: As stated in (1) above M: As stated in (1) above 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 C_{I0}: All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India as published in RBI Bulletin during the month of receipt of final Price Bid of the tender</p>
(ii)	The base date for working out such price adjustment shall be the last stipulated date of receipt of Final Price bid of the tenders.
(iii)	The cost of work on which price adjustment will be payable shall be reckoned as below:
A	Gross value of work done up to last price adjustment
B	Gross value of work done up to the current date
C	Gross value of work done during the period under reckoning (A-B)
D	Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during the period under reckoning
E	Then, Cost of work for which price adjustment is applicable: $V = C - D$
(iv)	Materials which are covered by the provision of basic prices/ rates are excluded from the purview under this adjustment.
(v)	Adjustments based on the above formulae will be made for each bill as and when the indices are published. The Contractors shall submit the bill for price adjustment with detailed calculations.
(vi)	The downward adjustment on account of labour element will be made only if the minimum wages also register corresponding fall compared to the minimum wages prevailing in the month of receipt of final price bid of the tenders.
(vii)	The price adjustment clause shall be applicable only for the work executed during the contract period including authorized extension, if any. In case the work is not completed within the contract period including authorized extension and the provision of liquidated damages has to be enforced, this adjustment clause will not be applicable for work done during that period. It is also clarified that price adjustment clause will not be applicable to any extra variation items, the rates of which are based on prevailing market rate.
(viii)	In view of the price adjustment in cost being covered as above, no other adjustments viz. increase or decrease due to statutory measures/levies etc. will be allowed for any reason whatsoever.
(ix)	In case the bill is submitted to the Employer prior to 15th of a particular month, index for the previous month will be reckoned for calculating the average indices for arriving at the adjustment. If however, the bill is submitted on or after 15th, the Indices for that particular month shall be taken into consideration.
11A	Action in case Work not done as per Specifications

(i)	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
(ii)	If it shall appear to the Engineer-in-charge or his authorized representatives or to the Superior Officers of the employer or the officers of the organization engaged by the Employer for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within Defects Liability Period stated in schedule 'F' or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below)after completion of the work, from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of him failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.
(iii)	In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.
12	Deviations/ Variations Extent and Pricing
	The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified

	<p>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.
12.2	
A	Deviation - Extra Items and Pricing Items that are completely new, and are in addition to the items contained in the contract
	Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Engineer-in-charge the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Engineer-in-charge shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
	Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Engineer-in-charge, the workman's name) and materials employed be delivered for verification to the Engineer-in-charge or his representative at or before the end of the week following that in which the work has been executed.
	In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit and the Engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. Such items will not be eligible for escalation.

B	Deviation - Substituted Items and Pricing Items that are taken up with partial substitution or in lieu of items of work in the contract
	In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract, the rate for the agreement item (to be substituted) and substituted item shall, wherever possible, be derived out of the rates given in priced schedule of quantities in the manner as mentioned in the following para.
(a)	The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
(b)	The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (A) thereof.
(c)	If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
(d)	If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
C	Deviation - Deviated Quantities and Pricing In the case of contract items, substituted items, contract cum substituted items which exceed the pre-specified limits over the tender quantity
	In the case of contract items, substituted items, contract cum substituted items, which exceed the pre-specified limits laid down in Schedule 'F', the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper rate analysis (CPWD method shall be followed as far as possible) worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profit for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
	The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
12.3	The prescribed time limits for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under

(i)	If the Contract price of work is up to Rs. 50 Lakh	15 Days
(ii)	If the Contract price of work exceeds Rs. 50 Lakh	30 Days
12.4	For the purpose of operation of Schedule 'F', the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:	
(i)	For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.	
(ii)	For abutments, piers and well staining : All works up to 1.2 m above the bed level.	
(iii)	For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures : All works up to 1.2 metres above the ground level.	
(iv)	For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.	
(v)	For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower	
(vi)	For Roads, all items of excavation and filling including treatment of sub base.	
12.6	Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.	
13	Foreclosure of contract due to Abandonment or Reduction in Scope of Work	
	If at any time after acceptance of the tender, Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.	
	The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.	
	(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters, Tools & Plant, site office; storage accommodation and water storage tanks etc.	
	(ii) Employer shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Employer shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Employer, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.	

	The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.
	The reasonable amount of items on (i) above shall not be in excess of 0.5% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Employer as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Employer from the contractor under the terms of the contract.
14	Carrying out part work at risk & cost of contractor
	If contractor:
(i)	At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
(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 E m p l o y e r , by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
	(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
	(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
	The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. The liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the Contract price of the work.
	In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than

	the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
	Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
	If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
	In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.
15	Suspension of Work
(i)	The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
	(a) on account of any default on the part of the contractor or;
	(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
	(c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge
(ii)	If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
	(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
	(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii)	<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>
16	<p>Dismantled Material Employer's Property</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 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>
17	<p>Contractor Liable for Damages, defects during defect liability period</p>
(i)	<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</p>

	deduct from any money due to the Contractor, a sum, to be determined by the Engineer-in-Charge equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer. The security deposit of the contractor shall not be refunded before the expiry of the Defect Liability Period after the issue of the certificate final or otherwise, as provided elsewhere.
(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.
18	Setting out of works
	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. 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.
19	All relevant Statutory Laws to be complied by the Contractor
(i)	The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central) Rules, 1950.
(ii)	The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
(iii)	The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.
(iv)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
(v)	Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify

	the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
19A	Payment of wages:
(i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
(ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
(iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
(iv)	(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.
19B	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.
19C	(NOT APPLICABLE)
	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense

	arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.
	(1) the number of labourers employed by him on the work
	(2) their working hours
	(3) the wages paid to them
	(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
	Failing which the contractor shall be liable to pay to Employer, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Employer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.
19D	In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by him/her.
19E	The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.
19F	
(i)	It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorisedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.
(ii)	However, the Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.
19 G	Employment of skilled/semi skilled workers
(i)	The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified in particular trade. If the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill shall be final and binding.
(ii)	Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.
19H	Contribution of EPF and ESI
	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The

	contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.
19 I	Ensuring Payment and Amenities to Workers if Contractor fails
	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.
20	Authorities and Notices
	(i) The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. 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.
	(ii) The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.
21	Work not to be sublet. Action in case of insolvency
	The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress. 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.
22	Recovery of Compensation paid to Workmen
	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.
23	Changes in firm's Constitution to be intimated
	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
24	Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc.
	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.
25	Settlement of Disputes & Arbitration
	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before

	mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.
(i)	The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.
(ii)	All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.
(iii)	<p>But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three persons' names and forward to the contractor to select one among them as arbitrator.</p> <p>The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision. The arbitrator shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.</p> <p>Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the</p>

	Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The place of Arbitration shall be as specified in Schedule 'F'.
26	Contractor to indemnify Employer against Patent Rights
	The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
27	Lump sum Provisions in Tender
	When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.
28	Nominated Sub-Contractors
(i)	All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Engineer-in-charge are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.
(ii)	No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into a Contract provided :
	(a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contract as the Contractor is under in respect of this contract.
	(b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
	(c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Engineer-in-charge's Certificate provided that before any certificate

	is issued, the Contractor shall, upon request, furnish to the Engineer-in-charge proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Engineer-in-charge and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor.
29	Withholding and lien in respect of sum due from contractor
(i)	<p>Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the Reserve Bank Of India pending finalization of adjudication of any claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p>
(ii)	Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon whatsoever.
29	Lien in respect of claims in other Contracts
	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

	<p>of lien by the Employer against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or RESERVE BANK OF INDIA elsewhere.</p> <p>It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor</p>
30	Return of Surplus materials
	<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 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>
31	Water and Electric Power supply for work
	<p>The contractor(s) shall make his/their own arrangements for water and Electric power supply required for the work and nothing extra will be paid for the same. This will be subject to the following conditions</p>
(i)	That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
(ii)	The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.
31A	Employer's water supply, if available
	Water if available may be supplied to the contractor by the Employer subject to the following conditions:-
(i)	The water charges @ 1 % shall be recovered on gross amount of the work done.
(ii)	The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main source of supply.
(iii)	The Employer do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/

	their own cost in the event of any temporary break down in the water mains so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.
32	Alternate water arrangements
(i)	Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
(ii)	The contractor shall be allowed to construct temporary wells in Employer's land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work. He shall also be responsible for obtaining any permissions required in this connection from the statutory authorities at his own cost.
33	Insurance in respect of damages to Persons and Property
	The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake & Fire risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.

	<p>The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.</p>
	<p>The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance (Third Party Liability) in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.</p> <p>The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The ceiling for such claims will be Rs 10Lakh without number of occurrences' Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.</p> <p>In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.</p>
	<p>The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.</p> <p>The Contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom.</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>
34	Employment of Technical Staff and employees
	Contractor's Superintendence, Supervision, Technical Staff & Employees
(i)	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' .

The contractor shall immediately after receiving letter of award of work and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the Project Manager, to be in charge of the work, Principal technical representative and other technical representative(s) who will be supervising the work. **Minimum requirement of such Project Manager and technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'**. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Employer shall be final and binding on the contractor in this respect. Such a Project Manager, Principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

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 checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Project Manager, Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are

	absent by more than two continuous days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Technical staff and employees employed by him) along with every on account bill and final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.
(ii)	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. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.
(iii)	The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.
35	Levy/Taxes payable by Contractor
(i)	Sales Tax/GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim whatsoever in this respect.
(ii)	The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, sand, stone, kankar, etc. from local authorities.
	If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.
36	Conditions for reimbursement of levy/taxes if levied after receipt of tenders
(i)	All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
(ii)	The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

(iii)	The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
37	Other Persons employed by Employer
	The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.
38	If relative working with the Employer then the contractor not allowed to tender
	<p>The contractor shall not be permitted to tender for works in the office of the Employer responsible for award and execution of contracts in which his near relative is posted as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of the Employer. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer for any breach of this condition.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws</p>
39	No Employee of the Employer to work as Contractor within one year of retirement
	No Technical or other officer or assistant (including Junior Engineer) employed with the Employer shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.
40	Compensation during warlike situations
	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

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

	<p>details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>
45	Prevention of Sexual Harassment at Work place
	<p>a) The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.</p> <p>b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.</p> <p>c) The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.</p> <p>d) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.</p> <p>e) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.</p>

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

Section V

SPECIAL CONDITIONS OF CONTRACT

General	CLAUSE SC 1	
	i)	Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents forming part of this contract, wherever the context so requires.
	ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexures etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
	iii)	Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision(s) of the Special Conditions shall be deemed to override the provision(s) of the General conditions of Contract only to the extent that such repugnance or variations cannot and shall be to the extent that such repugnance or variance cannot be reconciled with the General Conditions of Contract.
	iv)	Wherever it is stated anywhere in this tender document that such and such supply is to be affected or such and such work is to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at his own cost, unless a different intention is specifically stated.
	v)	The items given in Schedule of Quantities shall be read in conjunction with materials and job specifications and relevant drawings.
Responsibilities of contractor	CLAUSE SC 2	
	i)	The CONTRACTOR is bound to carry out all the the items of works necessary for completion of the job even if the same is not exclusively mentioned in the document but can be reasonably inferred from the scope of work and other details/ conditions provided in the tender document. The contractor shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient and expeditious manner as per the time schedule, specifications and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.
	ii)	The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.
	iii)	All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

	iv)	The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items.
	v)	Responsibility for obtaining all statutory approvals related to the work lies with the CONTRACTOR. The contractor shall obtain and pay for necessary inspection fee levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.
	vi)	The CONTRACTOR shall ensure that normal working of office is not affected due to his work.
	ix)	CONTRACTOR shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board.
	x)	The works to be undertaken by the Contractor shall inter-alia include the following:
	a)	Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
	b)	Obtaining of Statutory permissions, where ever applicable and required.
	c)	Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
	xi)	The Contractor shall ensure that proper and timely after sales support shall be provided in respect of all equipments/ systems supplied and installed under the contract through the authorized representatives of OEMs/ system integrators/ approved dealers.
Role of employer	<p>CLAUSE SC 3</p> <p>The Employer (Reserve Bank of India, Mumbai) shall administer and directly arrange for supervision of works, to test and examine any materials to be used or workmanship employed in connection with the works, monitoring of progress, inspection, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.</p>	
Performance Bank Guarantee (PBG)	<p>CLAUSE SC 4</p> <p>As security against due fulfillment of the terms and obligations of the Contract, Defect Liability Period (Warranty period) and Comprehensive Annual Maintenance Service Contract for the entire life cycle of equipment. The successful tenderer shall furnish on award of the works, an amount equal to 10% (Ten percent) of the contract value for the work in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank towards Security Deposit for the due fulfilment of the terms and obligations of the contract, DLP and the first year of CAMC contract. This BG should be valid for a period of the contract completion period up to the date of handing over of the newly installed UPS System and a further period of TWO (2) years i.e. (one-year DLP plus One year CAMC).</p>	

	<p>After Completion of above stated period, the Bank Guarantee submitted above shall be further extended for a reduced by an amount equal to 1/10th of initial guarantee amount year after year for a further period of six (06) years thereafter for due fulfilment of the contract conditions. The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms & conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of eight (8) years (One year DLP and 07 years CAMC).</p>	
Shop Drawings	<p>CLAUSE SC 5</p>	
	i)	<p>Wherever shop drawings are required for approval before execution of work or the work has to be carried out as per manufacturer's specifications, shop drawing shall be got prepared by the Contractor on AutoCAD system as per the actual site measurements based on Architectural drawings and submitted to Engineer-in-charge for approval before execution of work.</p>
Works to be carried out by licensed technicians under supervision of licensed Supervisors	<p>CLAUSE SC 6</p>	
	a)	<p>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.</p>
	b)	<p>Wherever any statutory approval/ license/ NOC is required at any stage either before commissioning or after commissioning of the equipment/ system, the Contractor shall obtain the same by paying the requisite statutory fees/ deposit to the statutory authority directly and shall submit the original receipt to the employer for reimbursement. The Contractor shall be responsible for the liaison and follow-up with the statutory authority concerned for the purpose.</p>
Documents to be maintained at site	<p>CLAUSE SC 7</p>	
	a)	<p>The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.</p>
	b)	<p>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.</p>
	c)	<p>After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the relevant drawings to the Engineer-in-charge before submission of the Final bill.</p>
Inspection of materials/work at site	<p>CLAUSE SC 8</p>	
		<p>The Employer's engineer shall inspect the materials at site after delivery before the same is used in the work.</p>
		<p>The Employer's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part</p>

		thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Employer 's Engineer a similar right
		The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place
		The Employer 's Engineer shall have the power- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture; b) To reject any equipment or parts submitted as not being in accordance with the specification; c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted
		<u>Consequence of rejection:</u> If on the equipment or a part thereof, being rejected by the Employer 's Engineer, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Employer shall be at liberty to : i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Employer which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Employer, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause apply as far as applicable
		Employer 's Engineer's decision as to rejection final : - The Bank's Engineer's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal
		CLAUSE SC 9

Progress Monitoring by the Engineer-in-charge	i)	The contractor shall submit his programme for approval of Engineer-in-charge within 14 days from the date of award of work.	
	ii)	On the basis of the approved programme, the Engineer-in-charge shall monitor/ review the progress through site meetings on monthly interval or earlier, as and when required. The meeting should be attended by the contractor himself (in case of proprietorship firm) or authorized partner/ senior official in case of partnership firm/ limited company along with contractor's site in-charge.	
	iii)	For this purpose, the contractor shall prepare and submit a progress report indicating following:	
		A	Progress for the previous month (duration under review) and the planning for the next month and materials received during the month (duration under review) and expected to be received during next month.
		B	The reasons for major deviations in planned schedule and the actual progress achieved along with any hindrances/ decisions required from the Employer/ Engineer-in-charge.
		C	Procurement schedule for long lead items and status of finalization of purchase order for such items/ materials
		D	List of Variations / extra items carried out during the previous month (period under review)
Scope of Work during Warranty Period	<p>CLAUSE SC 10</p> <p>The project comprises of "Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.", which will be completed in 03 months from the 14th day of issue of work order.</p> <p>A single agreement shall be executed by the successful bidder for providing the equipment/system, providing services during Defect Liability Period. The entire electrical installation shall be guaranteed to be free from defective workmanship or materials for 12 months from the date of handover of the electrical installation (Defect Liability Period – DLP) and any defects that may appear within 12 months from the date of issue of completion certificate for the work/ hand over of the electrical installation, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months (DLP), the contractor shall make periodical inspection of the working of the electrical installation free of charge at least once a month or earlier, if required, and attend to the maintenance of the various parts and such other service that may be required for the same. The project comprises of Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED</p>		

FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai. which will be completed in 03 months.

A single agreement shall be executed by the successful bidder for providing the equipment/system, providing services during Defect Liability Period and entering into CAMC for the period of 07 years after 1 year of Defect Liability Period. No consent for renewal shall be sought from the firm, as the performance of CAMC during this period is a contractual obligation on the part of the firm. Also, the firm has to submit the renewed BG as per provisions of the contract well in advance that is before expiry of existing BG. If the firm fails to submit the renewed BG before expiry of existing BG, the Bank may take appropriate action including but not limited to encashment of existing BG.

The entire equipment shall be guaranteed to be free from defective workmanship or materials for 12 months from the date of handover of the last UPS system (Defect Liability Period – DLP) and any defects that may appear within 12 months from the date of issue of completion certificate for the work/ hand over of the UPS system, which in the opinion of the Bank have arisen from bad workmanship or materials, shall upon intimation by the Bank, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months (DLP), the contractor shall make periodical inspection of the working of the UPS system free of charge at least once a month or earlier, if required, and attend to the maintenance of the various parts and such other service that may be required for the same.

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

Scope of works during CAMC

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

- c. • The charges for comprehensive annual maintenance service shall also include charges for replacement of any part of the UPS System (hardware/ firmware) during service contract period. Comprehensive maintenance should include the following:
 - i. The voltage between phase, neutral and earth may be measured periodically.
 - ii. Periodic measurement of cell and terminal voltage to be carried out to prevent open circuit while the UPS is on battery mode.
 - iii. After ensuring the good health of batteries, these should be discharged periodically by operating the UPS on batteries.
 - iv. The UPS to be checked periodically by putting the main supply off and running the UPS through batteries.
 - v. Running the UPS through DG Supply
 - vi. By putting the DG supply OFF and running the UPS through batteries.
 - vii. For PRS mode, by putting one unit OFF at a time for seamless load transfer.
 - viii. By putting both the unit ON with batteries and check the load sharing of both the units.

	<p>ix. Restore the original condition and check the output parameter of UPS.</p> <p>d. The servicing of the UPS system including the battery bank shall be carried out. Warranty on batteries will be for 3 years from date of virtual completion. During warranty period (03 year for battery) defective batteries shall be replaced with new batteries of similar rating and type, without any additional cost to the Bank, if required.</p> <ul style="list-style-type: none"> • Procurement, including Import, wherever required, of spares and stocking them shall be responsibility of the tenderer. Non availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service. • The scope of maintenance in addition to periodic maintenance (monthly) will also include attending to any number of breakdown calls. <p>(B) Penalty for delay in service during warranty and AMC period: During the warranty period or the comprehensive annual maintenance service period, any fault in the system shall be rectified within 4 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. A penalty of Rs.500/- per day subject to maximum of 25% of the annual maintenance charges will be charged, if the defect in the system is not rectified within the period of 4 hours during the AMC period as stated above. In addition to this, if the system is not rectified within the period of 10 days, the Bank shall have right to rectify the system at risk and cost of the contractor. The Bank shall have also right to invoke the Bank Guarantee as a penalty for delay in rectifying the system and terminate the contract, if service rendered by the contractor is found to be unsatisfactory. They shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the UPS system. The payment towards AMC charges will be made every quarter after satisfactory completion of the service and submitting a bill for the quarter along with the Service report of the respective period duly signed by the caretaker/Bank's Engineer.</p>
Renewal of CAMC	CLAUSE SC 11
	<p>Immediately after successful completion of DLP, the contractor shall enter Comprehensive Annual Maintenance Contract (CAMC) with the Bank at the quoted/ approved rates for CAMC. One-time agreement for CAMC for 07 years will be entered into in Bank approved format. Rates will be revised for further 06 years as given below: The CAMC rate shall be revised after first year of CAMC and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:</p> <hr/> <p>AC = AP {15+60 x (EPIC/EPIP) + 25 x (CPIC/CPIP)} x 1/100</p>

	Ac	The contract amount for the current year
	Ap	The contract amount for the previous year
	EPI _C	Wholesale Price Index for manufacture of electrical equipment 6 months prior to the commencement date of contract for the current year
	EPI _P	Wholesale Price Index for manufacture of electrical equipment 6 months prior to the commencement date of contract for the previous year
	CPI _C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year
	CPI _P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year
Measurement, Billing and Terms of payment	CLAUSE SC 12	
	i)	The work shall be measured from time to time as provided in the General Conditions of Contract and Special conditions of contract. As and when the Contractor feels that the gross value of work done after adjustment of the value of work already received in any previous bill and adjustment of advances, if any, has crossed the threshold value specified in the Schedule 'F' for Running Account Bill, he may raise a bill and submit to the Engineer-in-charge for payment. The bill shall invariably be accompanied with following documents:
	a)	The progress reports of the concerned period, indicating that the approved milestone has been reached.
	b)	Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill
	c)	Checklist indicating validity of the labour license (if any), all the Insurance Policies, PBGs etc.
	d)	Delivery challans of the materials.
e)	An undertaking on the contractor's letterhead that all the materials required for the commissioning of respective lift/(s) have been received at site in good condition and during execution of work, if any other material is required or any shortfall is observed, the same shall be supplied by Contractor at no extra cost to the Employer	
ii)	The Engineer-in-charge reserves the right to refuse to accept the Running Account bill, if any of the document as above is not submitted along with the bill.	
iii)	Once the bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.	
iv)	After completion of work and completing all the contractual responsibility, the measurement sheets shall be signed jointly by the Contractor or his authorized representative and Engineer-in-charge or	

		his authorized representatives. The Contractor shall then submit the Final bill to the Engineer-in-charge. The Final Bill shall necessarily be submitted along with the following documents:
	a)	The signed measurements
	b)	The copy of last progress report, evidencing the completion of work.
	c)	Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill
	d)	Final Testing/ Commissioning report for the Project
	e)	All the other required certificates from statutory authorities in original, if any
	f)	Checklist indicating validity of the labour license(if any), all the Insurance Policies, PBGs
	g)	Delivery challans for the materials
	h)	All the required documents of Guarantees/ warranties
	i)	"No claim" certificate by the Contractor except as included in the Final bill.
	v)	The Engineer-in-charge reserves the right to refuse to accept the Final bill, if any of the document, as above, is not submitted along with the bill.
	vi)	Once the Final bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honoring the certificates. No revised Final Bill shall be considered by the Employer.
	vii)	All statutory deductions shall be made from the payments due to the Contractor.
	viii)	<p>The following terms of payment shall be applicable to this contract subject to statutory deductions:</p> <ul style="list-style-type: none"> • 60% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents: • Manufacturer's Inspection and Test Certificates • Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank. • Policies of insurance covering all the risk during transit, storage, installation, commissioning & handing over including third party liabilities as per e-Tender conditions.

	<ul style="list-style-type: none"> • submission of Bank Guarantee as per above mentioned clause • Balance 40% of the quoted rates after erection, testing, commissioning and handing over of the entire system. • The Retention money of 5% will be recovered from each on-account bill till the total recovery amounts to 5% of contract value. The Retention money will be released after satisfactory completion of the one-year Defect Liability period. • All bills are liable for deduction of TDS, TDS on CGST and SGST as applicable. • The payment will be made on actual measurements at site. <p>Subject to a minimum Bill value of Rs 4 Lakh for RA Bills</p>
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I/We hereby declare that I/we have read and understood the above conditions

Section VI
SPECIAL INSTRUCTIONS TO BIDDERS

1 General	
i)	Special Instructions to bidders shall be read in conjunction with the General Rules and instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications of work and any other documents forming part of this contract, wherever the context so requires.
ii)	Notwithstanding the sub-divisions of the document into separate sections, schedules, annexures etc., every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
iii)	Where any portion of the Special Instructions to bidders is repugnant to or at variance with any provisions of the General Rules and Instructions to bidders then unless a different intention appears, the provision(s) of the Special Instructions to bidders shall be deemed to override the provision(s) of the General Rules and Instructions to bidders only to the extent that such repugnance or variance cannot be reconciled with the General Rules and Instructions to bidders.
iv)	As the work is to be executed in an occupied building, the program for carrying out the work should be framed to cause minimal disturbance to the normal functioning. The work may also be planned on all Saturdays, Sundays and holidays including extended working hours during weekdays.
v)	The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
vi)	All debris generated during execution should be removed on the same day including taking adequate precautions to prevent dust / debris falling on Bank's/ Residents properties etc.
2 Visit to Site before preparing Tender	
i)	Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. A confirmation in this respect needs to be furnished in the enclosed annexure along with Part I of the tender.
ii)	Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner.
iii)	Brief specifications and design data mentioned in the tender is not to be accepted as final by any means. The bidders should check and verify the data at site in their own interest. Bidders may explain in detail any design issues along with the tender.
3 Retention Money/ Security Deposit	
i)	@ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document in addition to the Performance Bank Guarantee (PBG) shall be held as Security Deposit for the due fulfillment of the contract conditions.
ii)	The EMD deposited by the successful tenderer shall be refunded on obtaining Performance Bank Guarantee from the successful tenderer.
4 Evaluation of Tender	
The financial bids of the tenders will be evaluated based on Total cost of ownership (TCO) by using Net Present Value (NPV) method. Calculation of total cost of ownership shall include the following:	

- a. The capital cost (A) quoted for the UPS System and
- b. NPV of the rates quoted for (CAMC) comprehensive all-inclusive Annual Maintenance Contract (B), subject to minimum CAMC rates as indicated in the following para, for a period of 7 years after expiry of Defect Liability Period of one year and for arriving at the NPV of CAMC amount, a multiplication factor (F) will be computed as per the following parameters:

(a)	Escalation	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of CAMSC	7 years (after guarantee period of one year i.e., DLP)
(d)	Payment terms of CAMC	Quarterly payment after satisfactory completion of service.

Total owning cost = Net Capital Cost (Cost of new equipment's) + NPV factor for CAMC X Charges for CAMC per annum.

i.e., Total owning cost = Net Capital cost (Cost of new equipment) + 5.68X quoted per annum cost for CAMC.

The total cost of ownership (TCO) shall be worked out as above. The bidder who quotes the lowest total cost of ownership, shall be considered the lowest bidder.

Minimum Base Rate for Comprehensive AMC: In case, the tenderer quotes the rates for comprehensive AMC lower than the following rate, then the following rate of AMC will be considered for calculation of Total Cost of Ownership.

- (i) For Comprehensive AMC – 5% (Five) of the quoted capital cost.

Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period of 7 years subject only to escalation formula indicated in the tender.

At the time of Entering per annum rate in the online mode, the amount column will be automatically calculated based on Net present Value of AMC of 7 years i.e after multiplying annual AMC cost by 5.68 and may be considered as correct.

5 Completion Period and time schedule

The completion period for the project shall be as specified under schedule 'E'. A macro level time schedule shall also be prepared and submitted by the bidder along with the tender as per following table:

a)	Submission of layout drawing		days after 14 th day of the date of issue of work order
(b)	Approval of layout drawings by Bank		days from above

		(Bank Engineer)
(c)	Delivery of materials at site	
	As per BOQ & technical specifications given in Tender Part-I	days from above
d)	Installation, testing & commissioning and handing over the entire electrical installation	days from above
	Total Completion Period in days	(total from (a) to (e))
<p>(Note – The number of weeks required for items a, c and d above to be filled in by the Tenderer. The total completion period should be as specified in the tender.</p>		
<p>The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 14th day of issue of work order. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank</p>		
<p>Bank will provide open storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.</p>		

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

Section-VII

TECHNICAL SPECIFICATIONS & SCOPE OF WORK

System Description

1. The system shall consist of one set of 2 nos. true on line UPS each of 30 KVA capacity and connected in (N+1) parallel mode. In case of additional power requirement in future, the increase in power should be possible by successively adding more UPS units in parallel to these UPS units without affecting the general operation of the system.
2. Each UPS shall be designed to operate as true online double conversion and shall have galvanic isolation through the Isolation transformer of suitable capacity for meeting out UPS full load, losses of UPS and fully drained battery charging load etc. In case the UPS manufacturer desires to provide isolation transformer on the output side, the battery bank shall be rated accordingly.
3. Each UPS shall have separate enclosure/ cabinet.
4. Each UPS shall have its own static switch, IGBT based rectifier/charger, and IGBT based inverter, based on digital signal processing technology (DSP).
5. Static bypass module shall ensure the instantaneous transfer of load to the bypass AC source input. Manual maintenance bypass switch shall isolate the UPS for maintenance and transfer the load to the bypass AC source input.
6. In case of malfunctioning of one of the UPS units, the defective UPS unit shall be isolated from the system automatically and the full load will be met with by the other healthy UPS unit.
7. In case of failure of both the UPS units due to internal faults the load shall be fed by the bypass mains automatically, provided the Mains voltage and frequency are within acceptable limits.
8. In case of excessive temporary over loads the system shall be designed to switch over to the bypass mains provided the Mains voltage and frequency are within acceptable limits. After removal of the temporary overload, the system shall automatically switch back to UPS mode from bypass mode.
9. Each UPS shall have complete isolation facility by means of MCCBs/circuit breakers at battery bank, input and output both so that in the event of failure of one UPS, another UPS can be repaired without switching off the other UPS to ensure continuous output of the healthy UPS to the load.

10. Input and Output Power Supply arrangement:

- i. The Bank shall provide Incoming Power Supply Switch/MCCB for each UPS unit and Output Load Panel for taking UPS power in the UPS Room.
- ii. The rate quoted for the UPS System shall also include for the following:
- iii. A closed IP 54 grade Common Paralleling Output Panel with tinned copper bus bar and a common output circuit breaker of required capacity for paralleling each of the UPS outputs from their respective circuit breakers for taking a common output cable for each set to the Bank's Output Load/output Panel for respective UPS system.
- iv. Supply and connecting all UNINYVIN /PVC copper cables for full load of UPS from the Incoming MCCB to both the UPS Units of each set and from each of the UPS outputs to the Common Paralleling Output Panel and then to the Bank's Output Load Panel. The cable shall be terminated properly with copper lugs as required. This also include UNINYVIN copper cable from UPS to battery racks.

11. Earthing:

The Bank shall provide the earth point in the UPS room. The rate quoted for UPS System shall also include for supply and connecting the copper earth conductor of required capacity from the existing earth point to the various equipment of the UPS system such as UPS Units, Common Paralleling Output Panel, Battery rack etc.

1	SDFU -	L & T, Siemens, ABB
2	Indicating meters/CT	AE, IMP, Meco
3	Power manager with RS port(EM6436H)	Conzerve
4	Control & selector switches-	Kaycee,salzer
5	Power & control cables	Polycab, Finolex
6	LED Indicating Lamps	Technik /L & T
7	Lugs	Dowells
8	Glands	Comet, Dowells, Braco
9	Connectors	Connectwell
10	DBs	Legrand
11	MCBs & RCCBs	Legrand
12	Digital Timer	GIC
13	contactors	L&T

12. Technical Specifications of each unit of UPS

	Technology		
A	Input	:	
	Rectifier		IGBT based PWM Rectifier
1.	Voltage	:	400 volts \pm 15%, 3 Phase and neutral
2.	Frequency	:	50 Hz \pm 6%
3.	Input Power Factor	:	> 0.99
4.	Current Harmonics THDi @100%load	:	\leq 3%
5.	Rectifier DC Voltage Ripple at the battery bank		<1%
6.	Rectifier capacity		Rectifier should be able to charge the battery banks in fully discharged condition and also supply power in full load condition in normal operation
B	Output	:	
	Inverter		IGBT based PWM Inverter
1.	Voltage	:	400 volts \pm 1%
2.	Frequency	:	50Hz \pm 1%
3.	Distribution	:	3 Phase, Neutral (4 wire system) for 2 x 30 KVA
4.	Capacity of each UPS module	:	30 kVA of each unit for one set
5.	Overload	:	125% for 10 minutes 150% for 60 seconds
6.	Voltage Regulation	:	
	Static regulation	(a)	\pm 1% during steady state condition
	Dynamic regulation	(b)	Not to exceed 5% when load equivalent to 100% of the total capacity is cut in or cut out.
7.	Recovery time	:	Less than 20 milliseconds in all the above conditions.
8.	Output voltage Wave Form	:	Sinusoidal
9.	Output voltage Distortion with 100% linear load	:	< 2%
	Voltage THD at 100% Non linear load		\leq 5%
10.	Crest factor		3:1
11.	Load power factor	:	0.9 lagging. The UPS and the battery bank should be designed based on this load power factor.
13.	No Load Loss including isolation transformer	:	Should not exceed 4% of the rated capacity
14.	Minimum Overall Efficiency in true online double conversion	:	At 100% of rated capacity at 0.9 lag pf– 93%

mode (AC to AC including isolation transformer and without battery bank)	At 75% of rated capacity at 0.9 lag pf – 92% At 50% of rated capacity at 0.9 lag pf – 92% At 25% of rated capacity of 0.9 lag pf –90%
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C Features to be provided

1. Manual maintenance by pass
2. Static by pass switch
3. Emergency Trip to trip entire UPS
(Input to the UPS, Batteries, output of the UPS and bypass shall be disconnected with the help of breakers on activation of Emergency Trip)
4. Output voltage adjustment for ± 15 volts
5. **Battery circuit breaker for each Battery bank**
6. **Galvanic isolation for neutral:** Isolation transformer of suitable capacity must be provided in the system internally on the input side.
7. **Reverse phase sequence protection-** Reverse phase sequence protection for each UPS, shall be capable of correcting the input phase sequence and the UPS shall not go to Battery mode under such condition
8. On line temperature display
9. On line battery monitoring & battery alert

D Alarm Indication /Trips

1. Output frequency error
2. Output voltage error
3. Load on mains
4. Load on batteries
5. Battery voltage low
6. Low input frequency
7. Equipment over temperature
8. Equipment overload
9. Ventilation fan failure
10. Battery output breaker open

E LCD

Display shall be able to provide the following measurement option

i. Voltage –

- Input Converter (1-2-3 Phase / Neutral)
- Input by pass (1-2-3 Phase / Neutral)
- UPS output (1-2-3 Phase / Neutral) for 2 x x30 KVA
- UPS output (1 phase/Neutral) for 2 x x10 KVA
- Battery

ii. Current –

- UPS input (Phase 1-2-3)
- UPS output (Phase 1-2-3)
- Battery charging / discharging

iii. Frequency

- UPS Input
- UPS Output

iv. **Battery**

Remaining back-up time (in minutes) capacity

v. **Power**

UPS active output (Phase 1-2-3)

UPS output (Reactive)

UPS load %(Phase 1-2-3)

F Environmental conditions

1. Ambient temperature : 0 deg. C to 40 deg. C
2. Ambient Relative Humidity : 0-95% non-condensing
3. Room Cooling : Natural / Exhaust
4. Equipment Cooling : Shall be done by means of a number of suitable capacity exhaust fans.

G Protection

1. Fast acting semi conductor fuses
2. Current limiting features
3. Suitable protection for DC filter capacitors
4. Protection for control circuits
5. Inverter tripping without fuse failure on output short circuit

H Enclosure

Cable Entry : Top / Bottom /side

I Noise level : Not to exceed 70 DBA (to be measured 1 meter away from the body of UPS)

J Communication features:

The UPS shall have the following features:

1. RS 232 /485 serial port
2. LAN Connectivity interface SNMP port to monitor the UPS using LAN .

K Battery Back-up

- i. Battery Bank : The battery bank shall consist of required number of 12 volts Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) batteries of required Ampere Hour capacity to meet the back-up requirement.
- ii. The rack of the Battery Bank shall be made of MS angle framework of adequate size and strength to accommodate all the required batteries of each UPS and shall have suitable clearance for ventilation and maintenance of batteries. The rack shall be powder coated. The interconnection of battery shall be with single core UNINYVIN fire retardant copper cables of suitable size and capacity with necessary terminal blocks, nuts bolts etc. and all the cable shall be dressed in a neat manner. The suitable capacity MCCB shall be mounted

outside the rack to isolate the battery bank in case of emergency or during maintenance.

- iii. Each of 2 UPS units of both the UPS system shall have separate battery bank with back up of 30 minutes each for 30 kVA at 0.9 Lag Power Factor with required number of batteries, with battery inter-connection, jumper cables and terminal connectors etc. The VAH of each battery bank with each UPS of 30 KVA system should be **submitted by vendor in the form of Battery calculation sheet along with Part-I.**
- iv. To substantiate the selection of number and size of batteries, the detailed calculations shall be furnished along with the selection chart/graph. The end cell voltage after discharge of batteries shall not be less than 1.75 Volts.

L Advance Battery Management

- i. To prolong the battery life, the UPS shall be provided with temperature – compensated battery charging and protection against over-charging of battery. Protection against deep discharge of batteries shall be incorporated
- ii. The UPS shall have an arrangement for on-line battery testing periodically and alert messages/indications should be generated in case of any abnormality in the battery bank parameters.

M UPS Acceptance testing:

The UPS units shall be tested at factory/contractor's premises with 0.9 pf load as per design by the Bank's engineer, before delivery to confirm the technical specifications furnished by the bidder as per the details of the tests mentioned in the tender. Before offering the UPS for acceptance testing, the bidder/OEM should test the UPS as per the detailed tests indicated in the tender and forward the test report in the format provided in the tender for Bank's examination. The test results will be further confirmed/verified during the acceptance testing by Bank's engineer.

Tenderers may please note that the UPS system not found to be conforming to the technical specifications set out/accepted in the tender, during the above testing, is liable to be rejected.

N Remote Indication Panel

- i. The remote indication panel must indicate Load on Mains, Load on Battery, Load on by-pass
- ii. Audio and visual alarm should be provided with reset/acknowledgement facility when UPS switches over to battery / bypass mode.

- iii. The scope of work includes the wiring / necessary cabling laid in suitable size PVC conduit to connect the indication panel with UPS up to 100 meters.

NOTE: Scope of work include Supply and delivery of all equipment, materials for the captioned work to Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai (2 x 30 KVA UPS) including insurance, packing, handling, transporting, loading / unloading etc. at site.

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section VII-A

Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.

Technical Details (to be furnished by the bidders)

S.N o.	Particulars	Bank's requirements	Technical Information to be furnished by bidder
			30 KVA
A	Capacity of each UPS in KVA	30 KVA	
B	Make and Model of UPS		
C	Type of signal processing	Digital Signal Processing(DSP) Technology	Yes/No
D	Whether each UPS of above mentioned capacity can be connected in parallel in N+1 mode	To be connected in parallel in N+1 mode	Yes/No
E	Isolation Transformer	To be provided	Yes/No
F	Input		
1	Rectifier technology	IGBT Based PWM	
2	Rectifier capacity	Rectifier should be able to charge the battery banks in fully discharged condition and also supply power in full load condition	Yes/No
3	DC Voltage ripple at battery bank	< 1%	
4	Rated voltage	400 volts 3 phase 50 Hz- 30 KVA	
5	Voltage tolerance	± 15%	
6	Rated frequency	50 Hz	
7	Frequency tolerance	± 3 Hz	
8	Input Power factor	>0.99	
9	Input Current Harmonics	</=3%	

G	Output		
1	Inverter Technology	IGBT based PWM Inverter	
2	Rated voltage	400 volts 3 phase and Neutral for 30 KVA	
3	Voltage tolerance	$\pm 1\%$	
4	Voltage regulation	$\pm 1\%$ under steady state condition	
		\pm Not to exceed $\pm 5\%$ when load equivalent to 100% of the total capacity is cut in or cut out	
5	Recovery time	<20 m sec	
6	Rated Frequency	50 Hz	
7	Frequency tolerance	± 0.50 Hz	
8	Overload capacity	125 % of rated capacity for 10 min	
		150 % of rated capacity for 60 sec	
H	Overall efficiency with isolation transformer and without battery bank		
1.	At 100% rated capacity at 0.9 lag pf	93%	
2.	At 75% rated capacity at 0.9 lag pf	92%	
3.	At 50% rated capacity at 0.9 lag pf	92%	
4.	At 25% rated capacity at 0.9 lag pf	90%	
I	No load loss	Less than 4 % of rated capacity	
J	Wave form		
1.	Wave form	Sinusoidal	
2.	Output voltage Harmonic distortion		
	a. With Linear load	2%	
	b. With Nonlinear load	5%	
3.	Crest factor	3:1	
K	Battery Back up		

1	Make of the batteries	Panasonic/ Exide/ Amraron	
2	Type of the batteries	SMF and Fire-retardant casing	
3	Voltage of each battery bank	As per design	
4	Amp Hour rating of each battery	As per design	
5	VAH of each battery bank	As per design (including isolation transformer losses) subject to meeting minimum VAH requirement as per Technical Specifications in Section X	
6	Additional requirement of Batteries, If any	_____ No. off Batteries	Yes/ No
L	Features Offered		
1.	Manual bypass switch		Yes/No
2.	Static bypass	To be provided for individual UPS module	Yes/No
	Capacity of Static Bypass	Minimum 200% temporary overload capacity	Provide details
3	Manual bypass	To be provided for individual UPS module	Yes/No
4	Emergency Trip	To trip entire UPS including the Rectifier, inverter and battery breakers and Bypass	Yes/No
5.	Output voltage adjustment	± 15 volts	Yes/No
6.	Battery circuit breaker	To be provided on Rack of Battery Bank	Yes/No
7.	Galvanic isolation for neutral	Isolation transformer to be provided	Yes/No
8.	Reverse phase sequence Protection and correction	To be provided	Yes/No
9.	Online temperature display	To be provided	Yes/No
10.	Online battery monitoring & battery alert	To be provided	Yes/No
M	Alarm Indication and Trips		
1.	Output frequency error	To be provided	Yes/No

2.	Output voltage error	To be provided	Yes/No
3.	Load on mains	To be provided	Yes/No
4.	Loan on batteries	To be provided	Yes/No
5.	Battery voltage low	To be provided	Yes/No
6.	Low input frequency	To be provided	Yes/No
7.	Equipment over temperature	To be provided	Yes/No
8.	Equipment overload	To be provided	Yes/No
9.	Ventilation fan failure	To be provided	Yes/No
10.	Battery output breaker open	To be provided	Yes/No
N	LCD		
	Display shall be able to provide the following measurement option		
i.	Voltage –		
	Input Rectifier (1-2-3 Phase / Neutral)		Yes/No
	Input by pass (1-2-3 Phase / Neutral)		Yes/No
	UPS output (1-2-3 Phase / Neutral) Battery		Yes/No
ii.	Current – UPS input (Phase 1-2-3) UPS output (Phase 1-2-3) Battery charging / discharging		Yes/No
iii.	Frequency – UPS Input UPS Output		Yes/No
iv.	Battery – Remaining back-up time (in minutes) capacity		Yes/No
v.	Power UPS active output (Phase 1-2-3) UPS output (Reactive) UPS load % (Phase 1-2-3)		Yes/No
O	Ambient temperature	0 deg. C to 40 deg. C	
P	Ambient Relative Humidity	0-95% non- condensing	
Q	Room Cooling	Natural /Exhaust	

R	Equipment Cooling	Shall be done by means a number of suitable capacity exhaust fans.	
S	Protection		
1.	Fast acting semiconductor fuses		
2.	Current limiting features		
3.	Suitable protection for DC filter capacitors		
4.	HRC fuses for control circuits		
5	Inverter tripping without fuse failure on output short circuit		
T	Noise level at 1 meter :		
U.	Communication features: The UPS shall have the following features: RS 232 /485 serial port and LAN Connectivity interface		
V	Advance Battery Management		
(a)	To prolong the battery life, the UPS shall be provided with temperature compensated battery charging, with protection against overcharging of battery. Protection against deep discharge of batteries shall be incorporated.		
(b)	The UPS shall have an arrangement for on-line battery testing periodically. In case of failure of battery, the UPS will go to normal mode and failure signals (visual & audio) shall be raised.		
W.	Remote Indication Panel The remote indication panel must have indication for Load on Mains, Load on Battery, Load on Bypass Audio and visual alarm should be provided with reset/ack. facility when UPS switches over to battery / bypass mode.		
X	(i) Response time	Time to attend to complaint (four hours)	

	(ii) Penalty	Rs.500/- per day if rectification of defects developed in the system is not done in four hours.	
Y	Software details		
Z	Latest Testing standard followed		
AA	Whether the contractor can supply additional units of the same UPS in next 5 years		Yes/No
AB	Whether the additional units of the UPS of same capacity can be connected to parallel to this offer UPS system		Yes/No
AC	Physical details		
1	UPS cubicle	Height (mm)	
		Length (mm)	
		Depth (mm)	
		Weight (Kg)	
2	Battery Rack	Height (mm)	
		Length (mm)	
		Depth (mm)	
		Weight (Kg)	
AD	Testing facility		Details to be furnished by the bidder
	Please confirm whether the contractor is having the testing facility at their premises/factory to carry out all the tests as mentioned in the tender and ready to carry out the tests along with the same Battery Banks which shall be supplied to the Bank		Yes/No
	Digital storage oscilloscope	Make and MHz	
	Digital 3 phase power analyser	Make and model	
	Digital multimeter	Make and model	
	Calibration certificate & traceability (in-house or external agency – as applicable).		Yes/No
	Facility for i/p voltage variation from -15% to +15% (400V nominal) at full load for desired KVA rating		Yes/No

	Facility for input frequency variation from 47 Hz to 53 Hz (50Hz nominal) at full load for desired KVA rating	Yes/No
	Load Bank of desired rating.	Yes/No

Place:
Date:

Signature of Contractors with the Company Seal

Section VII-B

Testing of UPS System

UPS under testing: 1) 2 x 30 kVA UPS system in (N+1) Parallel Redundant Configuration.

Make of UPS system:

Model of the UPS:

Sr. No. of the UPS1 _____ and UPS2: _____

Details of Instruments used for testing:

Type	Make	Model	Calibrated on date
Power Analyzer			
Multi-meter			
Storage type CRO			

The UPS System shall be tested before delivery at site and the following tests shall be performed.

- 1. Input voltage variation test** at rated load condition (at resistive load of required KW). Vary the input voltage to the UPS and note the readings.

The parameters recorded are: input voltage, input current, DC Voltage, DC Current, output voltage, output current, output waveform distortion and RMS ripple on battery terminal

Input Voltage	Output voltage	Output Voltage Harmonics	Ripple at Battery terminal
340 V			
400 V			
460V			

This test shall give following result:

- Output voltage Range-** Output voltage should be 400+/- 1 % over the entire range of input voltage (340 Volt to 460 Volts)- 30 KVA,
- Output voltage waveform distortion over entire range at linear load.** (For this test the battery is not connected at Battery terminal.)
- Ripples at battery terminal

2. Measurement of input power factor, input current harmonic distortion & efficiency:

- a. The input voltage is kept nominal i.e. 400V.
- b. Rated load is connected at the output
- c. The parameters measured are input power, input current, input voltage, input power factor, input current harmonic distortion, output power, output voltage, output frequency, output waveform distortion and DC Voltage and DC Current (for this test also battery is not connected at battery terminal).

This test shall give:

- i. **Input power factor** (should be better than 0.99)
- ii. Input current harmonic distortion THDI
- iii. **Over all AC to AC efficiency at 100% load**

3. Output wave form distortion test on non-linear load (rectifier type load).

- a. Keep input voltage nominal. Connect Non-linear load (rectifier load)
- b. Measure output wave form distortion for output voltage & output current

This result shall give:

The output voltage wave form distortion on non-linear load.

4. Transient response test:

- a. Connect rated resistive load. Keep input voltage nominal. Connect digital storage oscilloscope/power analyser at UPS output.
- b. Apply 0 to 100% step load of rated capacity, the output waveform condition at that point is to be measured.
- c. Measure the difference between the output waveform peak value before and after the application of load.
- d. Calculate the recovery time and percentage dip in output voltage.

This test shall give UPS capability to cater to transient load conditions.

5. Unsurpassed Short Circuit Handling capacity test:

This test shall ensure that the UPS has a power to clear the branch circuit fuse of 20% rating without whole UPS getting tripped in the event of short circuit occurring at one of the branch circuits.

- a. Carefully connect the HRC fuse/MCB of rating with 20% of the UPS rating at the output of the UPS through MCCB.
- b. Short the UPS output through HRC fuse/MCB. And note the results. Fuse should blow or MCB should trip without tripping of UPS.

6. Output dead circuit test.

This test shall ensure UPS has capability to face dead short circuit condition without creating any damage within itself.

- a. Keep input voltage nominal. Ensure UPS is working in normal mode.
- b. Measure output voltage at UPS output.
- c. Carefully create a dead short circuit condition at UPS output through MCCB
- d. Put ON the MCCB. The UPS output will be shorted through link directly. The UPS should trip due to short circuit protection of the UPS without any damage to UPS
- e. Put OFF MCCB thereby removing short circuit at the UPS output.
- f. Reset the fault condition in UPS and the UPS should restart again giving normal output without any problem.

7. Test for parallel redundant.

- a. Connect rated load at UPS output and check output current sharing between two UPSs, it should be equal.

CURRENT	UPS-1	UPS-2
R-Phase		
Y-Phase		
B-Phase		

- b. Check transfer of load from UPS 1 to UPS 2 in event of failure of any one of the UPS. It should not cause any break to the load, which can be observed on digital storage oscilloscope.
- c. Check the transfer of load to bypass when both the UPS fail or trip.

The transfer and re-transfer of load should be smooth without any interruption of the load.

8. Efficiency Test

Connect the rated 0.9 pf lag load and note down the Input KW and Output KW of the UPS by using 3 phase power analyser. Ensure that the Isolation transformer is also connected. In case the firm provides only resistive load, current corresponding to rated load in Kw at 0.9 pf lag(at 100%, at 75%, at 50% & at 25%) should be passed through the UPS system by providing required amount of resistive load and efficiency may be computed.

Load on UPS	Actual Input KW	Output KW	Tested Efficiency	Committed efficiency	Observation
100% load at 0.9 PF					
75% load at 0.9 PF					
50% load at 0.9 PF					
25% load at 0.9 PF					

NOTE:

Example of efficiency computation with 40 KVA UPS designed at 0.9 pf load but tested with resistive load:

UPS Design

KVA: 40, KW: 36 Kw (40x0.9)

Full load current: $40 \times 1000 / 1.732 \times 400 = 57.736$ amps at 100% , 43.30 amps at 75%, 28.86 amps at 50% and 14.43 amps at 25%. Efficiencies may be computed by passing these currents and complied with Bank’s efficiency requirements.

9. Overload Test

- a. **125% Overload:** Connect the 125% of the rated resistive load and observe. The UPS should continue to provide the output without any tripping etc. for 10 Minutes.
- b. **150% Overload:** Connect the 150% of the rated resistive load and observe. The UPS should continue to provide the output without any tripping etc. for 1 Minute.

10.No Load Losses Test

Note the power input of the UPS when no load is connected at the output and without battery and compare with the specifications.

11.Output Voltage Regulation (at 100% Load):

Output Voltage at No Load (Vnl):__Volts
Output Voltage at 100% load.(Vfl):__Volts

Voltage Regulation: $(Vnl - Vfl)/Vnl * 100 = __\%$

12. Testing of input Frequency Range at no load: Vary the input frequency from 47 Hz to 53 Hz while keeping the batteries OFF and observe the output voltage frequency. It should be within 49.5 to 50.5 Hz.

13. RS232/485 and SNMP Communication Port: Availability of the same to be checked and verified.

14. Battery Backup Capacity Test:

Details of battery Bank:

1. Number of Batteries:
 2. AH of each Battery:
 3. Make of batteries:
 4. Desired Back up time:
 5. Rated resistive load in KW:
- a. Note down the initial charged voltage of each battery before start of battery discharge.
 - b. Connect the rated resistive load on the UPS before start discharging the batteries and note down
 - c. Start discharging the batteries and note the reading at the gap of 3 minutes
 - d. The tripping voltage of the battery bank should be equal to **1.75 x 6 x No. of batteries.**

Time	Battery Bank Voltage	Connected load in KW	Battery Discharge current	Observation

15. On Line Battery Testing: Availability of the same to be checked and verified.

16. Auto Restart Test: The Mains should be switched on after the batteries are completely drained to check the auto restart feature of the UPS. The UPS should come back in normal operation after resumption of the power supply.

17. Protections: Note the details

18. Emergency trip: Test with the help of Emergency Push Button, confirm the tripping of Battery circuit breaker, rectifier input and inverter output breaker and Bypass section isolation as set out in the Technical specifications.

- 19. AC input Failure Test:** Switch off the input supply & Load shall be shifted to battery without Interruption (Record the load transfer Waveform).
- 20. AC input Return Test:** Switch on the input supply & Load shall be shifted to Rectifier without Interruption (Record the load transfer Waveform).
- 21. Phase Reversal Test:** The Phase sequence of input may be altered and functioning of UPS on main supply may be ensured.
- 22. Heat Run Test at Full Load:** Each UPS to be tested on rated load at 0.9 pf lag for 4 hours. In case the testing is done with resistive load for the rated Kw, the firm shall provide manufacturer's test certificate to establish the temperature rise under 0.9 lag load conditions for the rated Kw in addition to heat run test conducted for 4 hours with resistive load.

PARAMETER	UPS-1	UPS2	Remarks on temperature rise
Starting Time;			
Finish Time			
Output KW			

- 23. Remote Indication Panel Test:** This is to be tested for various indications and alarms as per specifications
- 24.** Any other test as required to check and verify the specifications schedule.

Place:
Date:

Signature of Contractors with the Company Seal

Section VII-C

Schedule of Technical Deviations if any

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

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

Seal of company with Signature

Name:

Designation:

Date:

Section-VIII

Check list

Commercial Conditions

**Supply, installation, testing and commissioning of
2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for
CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W),
Mumbai.**

The tenderers are requested to fill in following particulars.

Sr. No.	Description	Bank's Terms	Whether acceptable or not (Write Yes or No)
1.	Validity	Shall be valid for 90 days from the date of opening of Part-I.	
2.	Earnest Money Deposit (EMD)	EMD of Rs. 35,380/-	
3.	Completion period	3 months from 14 th day of issue of the letter of acceptance of tender.	
4.	Liquidated damages	0.25 % of the estimated value per week subject to a maximum of 10% of contract value.	
5.	Guarantee for all equipment's	Shall furnish guarantee for a period of one year from the date of commissioning / handing over.	
6.	Service facility	(i) Service facility available at Mumbai.	
7.	Penalty for delay in providing service	Maximum probable time to attend to compliant shall not exceed as per details indicated in clause 3.16 commercial condition.	
8.	Terms of payment for the work	1.60% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents: a) Manufacturer's Inspection and Test Certificates	

		<p>b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.</p> <p>c) Policies of insurance covering all the risk during transit, storage, installation, commissioning & handing over including third party liabilities as per e-Tender conditions.</p> <p>2. Balance 40% of the quoted rates after erection, testing, commissioning and handing over of the entire system and submission of BG as per clause SC 4</p>	
9.	Insurance	(i) Shall include Storage, erection, testing policy.	
		(ii) Transit insurance for transportation from manufacturer's works to site (By Air/sea/Road etc. as applicable).	
		(iii) Third party liability policy for Rs 2 lakh per accident to maximum of 5 lakh.	
		(iv) Workmen's compensation policy and shall be valid till the date of handing over of the system.	
		Separate Insurance policies will be provided	
10.	Copy of Annexure-II (if applicable)	To be uploaded with Part I of the tender.	
11.	Annexure-III , IV & V	To be uploaded with Part I of the tender.	

Note - Please indicate Yes / No against the items. If 'No', please indicate the deviation only.

Place:

Date:

Seal & Signature of the Tenderer.

Schedule of Commercial Deviations

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

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

Signature

Name

Designation

Seal of company

Date

Section IX

List of approved Makes

SI No.	Item	Approved make
1.	MCCB	L&T, Siemens, ABB, Legrand
2.	Power Cables	Polycab/CCI/Gloster/Finolex/universal
3	Batteries fire retardant casing	Exide/ Amaron / Panasonic

**List of Schedules
(A to F)**

Schedule A

Notes for Schedule of Quantities

- 1 The Schedule of Quantities shall be read in conjunction with the specifications, GCC and SCC and other instructions given in the bid documents. CONTRACTOR shall not rely merely on the description given in the Schedule of Quantities.
- 2 The Engineer-in-charge reserves the right to modify any aspect of the scope of Tender at any time during the course of work.
- 3 The contractor shall fill his rates and amounts for all the items for the specified quantities indicated in Schedule of Quantity issued by the Employer.
- 4 Quoted Prices shall be in Indian Rupees only.

- 5 Unit Rates shall be submitted for all Items, and they shall be firm for the entire duration of the contract and any approved extended period.
- 6 The quantities of work actually carried out against each item shall be measured and paid at the rates quoted in the Schedule of Quantities where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.
- 7 The contractor shall note that the rates quoted by him shall be including all taxes/ duties/ levies except GST. The applicable GST shall be quoted against each item in the respective column.
- 8 BIDDER shall be deemed to have allowed in his rates the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of the works, except for those temporary works for which specific items have been provided in Schedule of Quantities.

SCHEDULE B

Information/ Compliances to be submitted by the Bidders

General Check List of Documents

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

Details of Service Set up in Mumbai

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

Signature of Tenderer and Seal

Date:

SCHEDULE C

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The 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 ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one metre.
6. Every opening in the floor of a building or 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 over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. 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 face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable

quality and adequate strength and free from defects.

Place :

Date :

Signature of the tenderer with Seal.

Fire safety code

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

Place:

Date:

Seal & Signature of the Tenderer.

SCHEDULE D

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

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

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

Schedule E

General Rules and Instructions to Bidders – Information

1	Bids in Two Bids System
	Tender Inviting Authority: Regional Director Reserve Bank of India Estate Department Mumbai
	Name of the Work: “E-tender for Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai. ”
	Office: Estate Office, 2 nd Floor, Reserve Bank of India, Main Office Building, Fort, Mumbai-400001
	Due Date and Time for receipt of Tender/ Bid: As per SOT
2	Integrity pact
	Not Applicable
3	Tender Fee
	Rs. 1000/- plus GST @ 18 % (To be paid through MSTC Payment Gateway/ NEFT/ RTGS in favor of MSTC Limited)
4	Clarifications and pre-Bid Meeting
	Date and Time of Pre-Bid Meeting: As per SOT and only queries submitted one day before of Pre-bid meeting will be discussed in the pre-bid
10	Earnest Money Deposit:
	Rs. 35,380/- in the form of Bank Guarantee as per proforma annexed hereto or online transfer to Reserve Bank of India
15	Opening of Bids
	Date of opening of tenders/ bids (Part-I): As per SOT
16	Bid validity
	Ninety Days from the date of opening of Part I
22	Time for completion of work
	03 months from the date of commencement

Schedule F

General Conditions of the Contract – Information

1	Definitions
i	Works: “E-tender for Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai”.
ii	Employer: The Regional Director, Reserve Bank of India, Mumbai
iii	The Engineer In-charge
iv	The percentage mentioned to cover all overheads and profits: 15%
2	Discrepancies and Adjustment of Errors (order of preference)
	The Competent Authority: Regional Director, Reserve Bank of India, Mumbai

CLAUSES OF CONTRACT

Clause No.	Details
1	Performance Guarantee
(i)	Time allowed for submission of Performance Guarantee from the date of award of work – 14 days
(ii)	Allowable extension of time for submission of Performance Guarantee beyond the period specified in (i) above with late fee shall be recovered from the bills of the contractor at Bank rate.
1A	Recovery of Security Deposit
	Retention percentage – @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document.
2	Compensation for Delay
	Authority for fixing compensation under clause 2 – The Regional Director, Reserve Bank of India, Mumbai
2A	Incentive for early completion
	Not applicable for this contract.
5	Time and Extension for Delay
	Date of commencement – 14 th day from the date of award of work Time allowed for completion of work – 03 months from the date of commencement. LD shall be levied depending upon overall actual extent of delays attributable to the contractor's actions @ 0.25 % per week estimated cost of work to a maximum of 10% of the accepted tender amount for the delayed/incomplete work.
6	Measurements of work done
	As per clause
7	Payment on Interim Certificate to be Regarded as Advances
	Gross value of work done together with net payment / adjustment of advances for material collected, if any, since the last such payment eligible for raising Running Account bill (Interim payment) – Rs 4 Lakh.
	Retention percentage for Interim Certificates – 5%
	Total Retention Money – RMD +PBG
	Retention period for the Retention Money – EMD: On obtaining the PBG. RMD: after one-year DLP. PBG: On completion of 8 year from date of completion of the work

	Period of honouring interim certificates – 1 month from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract
10	Materials to be provided by the Contractor
	List of Testing equipment to be provided by the contractor at site may be furnished
10A & 10B	Advances and Price Adjustments
	Not applicable
11A	Action in case Work not done as per Specifications
	Authority for accepting reduced rate – Regional Director, Reserve Bank of India, Mumbai
12	Deviations / Variations Extent and Pricing
	Deviation limit beyond which clause 12.2 C shall apply – 25% beyond the tender item quantity specified in the Schedule of Quantity
17	Contractor Liable for Damages, defects during defect liability period
	Defects Liability Period – 12 months from the date of completion and handing over the entire electrical installations to the Employer
19C,19D, 19F	No report needs to be submitted as per clause 19C. Clauses 19 D & 19 F are not applicable as no labour shall be allowed to stay in premises.
25	Settlement of Disputes & Arbitration
	Competent Authority for referring the dispute – Chief General Manger-in-Charge, Reserve Bank of India, Premises Department, Central Office, Mumbai Place of Arbitration – Mumbai, India
30	Return of surplus Material
	Not applicable
31,31A,32	Water and Power for Work
	Clauses 31, 31A & 32 are not applicable. Water and Power for work shall be provided free of cost.
33	Insurance
	Contractor shall take following Insurance Policies with effect from the date on or before the start of work at site <ul style="list-style-type: none"> 1) Contractor’s All Risk Policy for the full Contract Value, including Earthquake and Fire Risk 2) Workmen Compensation Policy for all workmen deployed at site. 3) Third Party Liability Policy either separate policy of in CAR policy and having description as per following details: <ul style="list-style-type: none"> a) For injury to persons – Rs 2 Lakh per person per accident b) For damage to property – Rs 5 Lakh per accident Subject to overall ceiling as per extant Insurance guidelines
34	Employment of Technical Staff and employees
	Minimum required Personnel at site shall be as below, failing which recovery at the specified rates as below shall be affected to the contractor

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

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

Proforma of Performance Bank Guarantee (PBG)

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

No.____ Date ____

To:

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

Dear Sir

In consideration of your agreeing to accept the security deposit of INR only) furnish able to you by M/s

_____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for **Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai** as per their Tender dated ___ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR__ (INR, only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a

certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED
(For & on behalf of the above-named Bank)

For & on behalf of BRANCH MANAGER
(Banker's Name & Seal)

Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank) This deed of guarantee made this _____ day of ____two thousand _____ between (Name of Banker) having its registered office at ___(place) and one of its local offices at___(hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for **Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.** and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR ____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the above cited work for Bank's main office premises, at Mumbai. Office. The Banks' decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR ____ (INR _____ only).

6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before ____, the Surety shall be discharged from all liabilities under guarantee thereafter.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED
and on behalf of above-named Bank.

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

FORMAT OF BANKERS' CERTIFICATE

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

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs. 17.69 Lakhs.

(Signature)

For the Bank

Note:- 1. Bankers' certificates should be on letter head of the Bank and addressed to Regional Director, RBI, Estate Office, Mumbai Regional Office Building, 2nd Floor, SBS Marg, Fort, Mumbai -400001.

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

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.

.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas 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 "Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai." for Reserve Bank of India including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and **generally dealing with RBI in all matters in connection with our proposal for the said Project.**

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

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

FORMAT OF CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER.

Name & address of the Client

Details of Works executed by Shri /M/s

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

- | | |
|---------------------------------|--|
| a) Technical proficiency | Outstanding/Very Good/
Good/Satisfactory/poor |
| b) Financial soundness | Outstanding/Very Good/
Good/Satisfactory/poor |
| c) Mobilization of adequate T&P | Outstanding/Very Good/
Good/Satisfactory/poor |
| d) Mobilization of manpower | Outstanding/Very Good/
Good/Satisfactory/poor |
| e) General behavior | Outstanding/Very Good/
Good/Satisfactory/poor |

Complaint Escalation Matrix

	Name & Designation with Address	Contact Details (Mobile/Landline)	Email ID
Level 1			
Level 2			
Level 3			
Level 4			

Place:

Date:

Seal and Signature of the Contractor

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

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

To,

.....

Reserve Bank of India

.....

Name of Work: E-tender for Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.

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

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

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

(Strikeout whichever of the above is not applicable).

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

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

Signature and name of the authorized signatory of the firm

with Rubber Stamp

Date:

Place:

Articles of Agreement

(to be submitted by successful tenderer)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Estate Office, Mumbai having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and _____ (Hereinafter called "the Contractor") of the another part.

WHEREAS the Employer is desirous of **Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.** (hereinafter called "the said work") and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the said drawings from Numbers to _____, 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 the subject work 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 as modified and finally accepted by both the parties (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 Specifications and included in the Schedule of quantities at the respective rates 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 -

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities.

1. 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.

2. The term "Architect" in the said conditions shall mean CGM, Premises Office, Central Office, Reserve Bank of India, Mumbai and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that

purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

3. The said conditions and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender 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.

4. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively

in the said conditions contained.

5. The drawings, 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 but is a contract to carry out the work in respect of provision of UPS systems, to be paid for at the rates/amount 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 carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc., after the completion of such works.

8. The 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 at any time during the currency of Contract, 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 from the tenth day of issue of works order/letter of acceptance as provided for in the said Conditions and to complete the entire work within **3 months** subject nevertheless to the provisions for the extension of time, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

10. All payments by the Employer under this Contract will be made only at Reserve Bank of India, Mumbai.

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.

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

14. **Prevention of Sexual Harassment:** The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/Agency or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

15. Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

16. 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 or other firm’s employee, if sexual violence by the employee of the contractor is proved.

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

18. The Contractor shall provide a complete and updated list of employees who are deployed within the Bank’s premises.

19. **Force Majeure:** If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non- performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

<p>If the Contractor is a partnership or an individual</p>	<p>IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.</p>
<p>If the Contractor is a company</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 the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p>

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

(Name and designation)

in the presence of

(1) _____

Address _____

(2) _____

_____ **(Witnesses)**

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
commonToken thereof in the presence of
should tally

(1) _____

(2) _____

If the Contractor signs under
seal, the signature clause

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 the
hand of power of attorney, whether a
Company or an individual.

Note: Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor

Proforma for Indemnifying the Employer against Non-Compliance to Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director

Estate Office, MRO

Reserve Bank of India, Fort,

Mumbai -400001

Dear Sir

Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.

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

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

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE BIDDER:

SIGN & SEAL OF THE BIDDER:

Date:

Place

Annexure-X

Proforma of undertaking for maintenance confirmation by the Bidder

To,

The Regional Director

Estate Office, MRO

Reserve Bank of India, Fort,

Mumbai -400001

Dear Sir

Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.

We hereby undertake to maintain the (name of the equipment) _____ to be installed by us in your Premises satisfactorily, for a period of not less than 5 years, after expiry of the defect liability/warranty period of three years, under Comprehensive Annual maintenance Contract at the quoted rates in tender and terms and conditions as per the contract conditions with a provision for annual price revision on the basis of the relevant RBI indices-based formula, as provided in the tender document.

In the unlikely event of M/s _____, the Original Equipment Manufacturer, failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to provide all-inclusive service to your satisfaction, by arranging required spares etc ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

Authorised signatory

(Name and address of the company with Company Seal)

Date

UNDERTAKING

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

To,

The Regional Director

Estate Office, MRO

Reserve Bank of India, Fort,

Mumbai -400001

NAME OF WORK: Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.

We, _____, the tenderer for the above work confirms that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system. We have understood the scope of Defect Liability Period and further under the scope of Comprehensive Annual Maintenance Contract. We have also noted the details of the existing system for the purpose of offering buy -back for old system.

Yours faithfully,

()

Authorised signatory

(Name and address of the company with Company Seal)

Date

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the applicant on their letterhead)

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

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

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

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

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

(Seal and signature of the applicant)Date:

Place:

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

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

PART II (unpriced Bid / Bill of Quantity)

Supply, installation, testing and commissioning of 2X30KVA Uninterrupted Power Supply System for Proposed Construction of Building for CENTRE FOR ADVANCED FINANCIAL RESEARCH AND LEARNING (CAFRAL) at Dadar(W), Mumbai.

Sr. No.	Description	Qty.	Unit	
1.	<p>Supply, installation, testing and commissioning of 2 Nos. True On-line UPS, each of 30 KVA capacity connected in (N+1) parallel redundant mode with capability to connect more UPS units of same capacity in parallel including circuit breakers, Common Paralleling bus bar panel, isolation transformers, inter-connecting cables, Copper earth conductors etc. as per detailed specifications in Part-I and as directed by the Engineer-in- Charge.</p> <p>The rate shall include for supply of software including loading in the PC to be provided by the Bank and showing the performance.</p> <p>The rate shall also include for packing and forwarding charges, all taxes and duties as applicable excluding GST, etc. and including insurance charges for Contractor All Risk Policy including fire for supply, transit, storage, erection testing and commissioning etc., Workmen compensation policy and third-Party Liability policy as per terms and conditions and valid till virtual completion.</p>	1	set.	Rates Not to be Quoted Here
Rate in words in Rupees:				

2.	<p>Supply, installation, testing and commissioning of battery bank for 30 Minutes backup for 30KVA load at 0.9 Power factor. Each of the battery of 12-volt rating VRLA SMF and having flame retardant casing including MS rack for battery bank, UPS to battery bank and inter cell connectors with suitably rated fire resistance U-Nyvin copper cables, and all other materials as specified and all other materials as required and initial charging as per detailed specifications in Part-I and as directed by the Engineer-in- Charge.</p> <p>The rate shall also include for packing and forwarding charges, all taxes and duties as applicable excluding GST, etc. and including insurance charges for Contractor All Risk Policy including fire for supply, transit, storage, erection testing and commissioning etc., Workmen compensation policy and third-Party Liability policy as per terms and conditions and valid till virtual completion.</p>	2	set.	<p>Rates</p> <p>Not</p> <p>to</p> <p>be</p> <p>Quoted</p> <p>Here</p>
Rate in words in Rupees:				
GST @ 18% for Amount of item at Sr. No 1				
GST @ 28% for Amount of item at Sr. No 2				
Grand Total Cost of UPS System including Batteries etc. -A (incl GST).				
3	<p>All-inclusive comprehensive annual maintenance service contract charges for the UPS system as in item No. 1 and 2 above (excluding replacement cost of batteries after warranty/defect liability period) as per terms and conditions. The rate shall also include for packing and forwarding charges, all taxes and duties as applicable excluding GST, etc. and insurance charges for Contractor All Risk Policy including fire for supply, transit, storage, erection testing and commissioning etc., Workmen compensation policy and third-Party</p>	1 set		Per Year

	Liability policy as per terms and conditions and valid till virtual completion.			
	Rate in words in Rupees:	Rates Not to be Quoted Here		
	GST @ 18% for Amount of item at Sr. No 3			
	Grand Total for All-inclusive CAMC -B			

Place:
Date.

Signature of the Tenderer with seal.