



भारतीय रिज़र्व बैंक
Reserve Bank of India
Estate Office
KOLKATA

(e-Tender No: RBI/Kolkata Regional Office/Estate/24/24-25/ET/456)

E-Tender

For

**Design, Supply, Installation, Testing and Commissioning
(SITC) of Public Address system for the Bank's Main Office
Premises at RBI, Kolkata**

PART I

Name of Bidder _____

Address _____

Date of Pre-Bid meeting: **October 18, 2024 at 11:00 hrs**

Due Date of Submission: **November 05, 2024 up to 11:00 hrs**

E-Tender No. RBI/Kolkata Regional Office/Estate/24/24-25/ET/456			
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Schedule of Tender

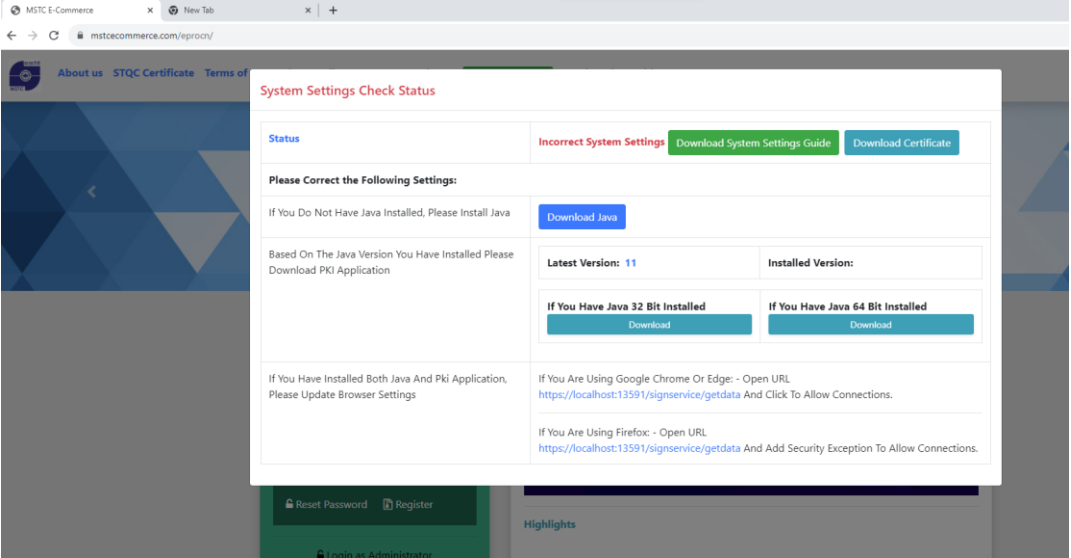
e-Tender no.	RBI/Kolkata Regional Office/Estate/24/24-25/ET/456
Mode of Tender	Open Tender through e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://mstcecommerce.com/eprocn)
Publication of NIT in press	September 23, 2024
Bank's Estimated Value	₹18,50,000/- (Rupees Eighteen Lakhs Fifty Thousand only)
Publication of NIT on Bank's website	September 24, 2024
Availability of tender on MSTC eProcurement portal https://mstcecommerce.com/eprocn	September 24, 2024, 17:00hrs onwards
Availability of tender for viewing	Up to October 15, 2024
Pre-Bid meeting	October 18, 2024 at 11:00 hrs at Estate Department, RBI Kolkata, 3 rd Floor, BMOP, Kolkata - 700 001
Publication of minutes of Pre-Bid meeting/addendum, if any	On or before October 21, 2024
Last date of submission of EMD	November 04, 2024 up to 14:00 hrs
Last date of availability of tender (Part-I and Part-II) for submission including Pre-Qualification (PQ) documents	November 05, 2024 up to 11:00 hrs
Earnest Money Deposit by NEFT / BG	EMD @2% of the total estimated cost of the tender i.e. ₹37,000/- has to be submitted by each bidder in the form of BG, in favour of Reserve Bank of India, Kolkata, to be delivered in physical form at Estate Department, RBI Kolkata or NEFT to - A/c No – 186003001 IFSC CODE – RBIS0KLPA01
Date & time of opening of Part-I i.e. Techno-Commercial Bid (Subject to fulfilling the PQ criteria). Part II of the online tender will be opened on same day or subsequent date, which will be intimated to the tenderers in advance.	On or after November 05, 2024, 11:30 hrs
Transaction Fee	Details available on the MSTC Portal

Important instructions for E-procurement

Bidders are requested to read the terms, conditions and specifications of this tender before submitting of online tender.

1. The AHU manufacturers or their authorized dealer or their authorized system integrator meeting the technical and commercial criteria will be eligible to quote provided they meet all the Pre-Qualification Criteria.
2. The firms willing to participate shall submit the requisite EMD by NEFT / BG and signed Pre-Bid minutes and an undertaking to meet all technical and commercial conditions.

1	<p><u>Process of E-tender:</u></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 Class III signing type digital certificate. 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). SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn (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><u>Contact Persons (MSTC Ltd – During Office Hours only):</u> Shri. Sabyasachi Mukherjee - 7278030407 Email id: smukherjee@mstcindia.co.in Shri. Kranti Kumar– 9174009882 Email id: kkumar@mstcindia.co.in MSTC Help Line:9499054101/2/3/4. Email id : helpdesk@mstcindia.co.in</p> <p><u>Contact Persons (RBI - During Office Hours only):</u> Shri. Subir Kumar Das (AGM, Estate Department) Mob- 8420632238, subirkdas@rbi.org.in Shri Kiran Paul (Manager, Estate Department) Mob- 9674033358, kiranpaul@rbi.org.in Shri. Rakesh Kumar Mishra (AM-Technical, Estate Department) Mob- 8005490248, rk mishra1@rbi.org.in Shri Vikas Kumar (JE-Electrical, Estate Department) Mob-8587830182, kumarvikas@rbi.org.in</p>
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	<p>Vendors are required to register themselves online with www.mstcecommerce.com/eprocn</p> <p>Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration Guide.</p> <p>B) System Requirement:</p> <p>For details, vendor may refer to the DOWNLOAD SYSTEM SETTING GUIDE available https://www.mstcecommerce.com/eprocn</p> 
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://mstcecommerce.com/eprocn. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee:</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</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>
5	<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>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender :</p> <p>a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-</p>

refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, MRO.

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee->Common terms->Attach Documents->Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) The bidder should allow to run an application namely java applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).

d) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

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

f) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

h) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR.**

	<p>i) 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>j) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>k) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.</p> <p>l) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
11	Vendors are requested to read the vendor guide and see the video in the page https://mstcecommerce.com/eprocn to familiarize them with the system before bidding.

Section I
Form of Tender/ Bid

Regional Director
Reserve Bank of India
Estate Office
Kolkata - 700001

Dear Sir,

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

Memorandum

(a)	Description of work	Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank's Main Office Premises at RBI, Kolkata
(b)	Estimated Cost	₹18.5 Lakh
(c)	Earnest Money (Rs)	As specified in Schedule 'E' of the Tender
(d)	Performance Guarantee	Bank Guarantee from any scheduled Bank for an amount as specified in Special conditions of contract
(e)	Percentage, if any, to be deducted from each bill	@ 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
(f)	Time allowed for completion of the work	As specified in Schedule 'E' of the Tender

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

3. A sum as specified in **Schedule 'E'** of the Tender towards Earnest Money Deposit (EMD) is hereby forwarded in the form as specified in Schedule 'E' of the tender document. If I/We, fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee

absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

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

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

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

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

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

9. Our bankers are (Name and full address)

(i)	
(ii)	

The names of partners of our firm are:

(i)	
(ii)	

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

Yours faithfully

Signature of the Bidder

Signature and address of the witness

Sr. No.	Signature	Address
(i)		
(ii)		

Section II
Notice Inviting Tender

Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank's Main Office Premises at RBI, Kolkata.

(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)	Prequalification/ Eligibility Criteria to be fulfilled for participation in bidding: -
(a)	<p><u>Duration of past experience:</u> - The bidder should have experience of satisfactorily completed similar work(s)* during last 5 years ending August 2024 from September 2019.</p> <ul style="list-style-type: none"> • Applicant should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc. • The Applicant should submit documentary evidence in support of minimum experience of 5 years.
(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 ₹18.5 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 ₹18.5 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 ₹18.5 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 March 31, 2024.</p>
(d)	<p><u>Solvency: -</u> Should furnish solvency certificate issued by the Applicant's banker, for an amount equal to the estimated cost of tender.</p>
(e)	<p><u>Service setup: -</u> Full-fledged service setup should be available at Kolkata</p>

(ii)	<p>Important instructions to all the bidders for above PQ/Eligibility criteria: -</p> <ul style="list-style-type: none"> • The above information/ documents are required to be submitted mandatorily by all the bidders to enable the Bank to verify their eligibility for participating in the tendering process. • The tenderers have to invariably furnish details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India. • intending tenderers shall have to satisfy the Bank with documentary evidence in support of their possessing required eligibility (as specified in “(i) ” above) for participating in the tendering process and in the event of their failure to do so, the Bank reserves the right not to process their tender even though blank tender document has been issued to the bidder. For this purpose, the tenderers shall be required to submit the mandatory information/ documents in proof of their eligibility to take part in the tendering process up to the last date and time of issue of tender documents.
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2. In addition to above, intending bidders shall also submit following details and supporting documents along with PQ papers for Bank’s examination:

(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 details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association / Power of Attorney / such 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. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be given.
(c)	Turnover	Audited financial statements for last three financial years i.e. 2021-22, 2022-23 and 2023-24 along with a certificate of Chartered Accountant indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final

	and their turnover during the specified period	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.
(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 accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(g)	Name(s) and address(es) of the Clients and their present contact executives	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.
(h)	Details of completed works (Annex 8)	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.
(i)	Details of office setup	Address and contact details of the office set up.
(j)	Details of registration and copies of registration certificate/ documents for	PAN GST Office of Labour Commissioner, if applicable

In the event of intending bidder's failure to comply prescribed conditions, Bank reserves the right to not allow him to participate in tendering process.

(B) Commercial Conditions

Reserve Bank of India invites online e-tenders for the work “Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank’s Main Office Premises at RBI, Kolkata”. Online Tenders will be available to view / download for all firms from **17:00 hrs on September 24, 2024**.

1. The e-tender is to be submitted through the website <https://mstcecommerce.com/eprocn> . The work is estimated to cost **Rs. 18.5 lakhs** (Rupees Eighteen Lakhs Fifty Thousand Only) and the entire work of Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank’s Main Office Premises at RBI, Kolkata shall be completed within a period of **02 months from the 14th day of date of issue of work order**.

2. A pre-bid meeting will be held at **11.00 AM on October 18, 2024** 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. 37000/-** (Rupees Thirty Seven Thousand only) by NEFT or Bank Guarantee in favour of RBI -Kolkata, 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 November 04, 2024 up to 14:00 hrs.**

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 **November 05, 2024 till 11:00 hrs**. Part-I will be opened on or after 11:30 hrs. of the same day and techno-commercial evaluation of the same will be done. Firms who are meeting all the criteria will be considered for opening the Part-II (Price Bid). Part II will be opened online on subsequent date, which will be intimated to the tenderers in advance.

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 atsite. 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 Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank's Main Office Premises at RBI, Kolkata shall be completed within a period of **02 months from the 14th day of date of issue of work order.**

9. The tenderers shall indicate details of the service center at Kolkata or nearby city, 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, taken into account all the cost, including travel cost from the nearest service station,

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

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 Kolkata including packing, handling, transporting, clearing, loading, unloading at ports in India as well as at site in Kolkata, 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	Bids in Two bid system	
	Interested tenderer will submit their Pre-Qualification (PQ) papers to the Bank within stipulated date and time. EMD in for of NEFT / BG will be required to be submitted before last date of submission of the Part-I of the tender. Only firms meeting PQ papers will be eligible to offer e-tenders. Before last date of submitting Part-I, duly signed/stamped Part-I with all the annexures, NEFT / BG scan copy and documents need to be uploaded in MSTC ecommerce website. In Part-II, only rates need to be quoted and amount will be automatically calculated by the website. Part-II / Price-Bid will be opened only for those who are found eligible after evaluating the Part-I of the uploaded tender.	
2	Integrity pact	
	The bidders/ prospective vendors shall be required to enter into an agreement with the Reserve Bank of India (RBI) called Integrity Pact (IP). The IP envisages an agreement between the RBI and the bidders/ prospective vendors as per the approved proforma annexed hereto, committing the persons/ officials of both sides not to resort to corrupt practices in any aspect/ stage of the contract. The IP shall be applicable from the stage of invitation of bids till the complete execution of the contract. The tenders of those bidders/ prospective vendors which do not contain the IP in the approved proforma shall be liable for rejection. Provided however, that the Integrity pact shall be applicable when specifically provided in Schedule 'E'.	
3	Documents Comprising Tender/ Bid	
	Part I: (Techno-Commercial Bid)	
	i)	Form of Tender/Bid
	ii)	Earnest Money Deposit (EMD)/ Bid Security in original in a separate envelope, sealed and duly marked as EMD/Bid Security in the approved format as specified in Schedule 'E'
	iii)	Duly completed Checklist (As per Schedule B)
	iv)	Power of Attorney (as per proforma annexed hereto) in favor of person signing the Bid
	v)	Tender Fee in the approved format as specified in 'E', if applicable
	vi)	Duly Filled-in and signed tender document consisting of:
	a)	Entire Tender Document Section I to Section IX
	b)	Duly filled –in Schedule B (Section VIII) – Information / Compliance to be submitted by the Bidders
	vii)	Undertakings as per proforma annexed hereto

	viii)	Integrity pact in the approved proforma annexed hereto, if applicable.
	Part II: (Price Bid)	
	Schedule of Quantities, duly filled-in and submitted in mstc ecommerce website. Remark: Please note that rates should be quoted exclusive of GST. However, the bidders shall quote applicable GST in respective rows, failing which the bids are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the evaluation of bids shall be on base rate only.	
4	Tender Fees	
	The Bidder shall pay nonrefundable Tender Fee as specified in Schedule 'E' while applying for issue of Tender document. In case of downloaded tender, the Tender Fee shall be enclosed along with PART-I of the Tender/ bid and shall be payable through a demand draft (non-refundable) drawn in favour of "Reserve Bank of India", payable at the place specified in Schedule 'E'. The bidder can also collect the tender document from the officer specified in Schedule 'E' after paying the required tender fee in the specified form. Any bids not accompanied by the Tender Fees shall be rejected and shall not be considered for further evaluation / processing.	
5	Clarifications and pre-bid meeting	
	If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, specified in Schedule 'E' in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.	
	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 3:00 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.	

6	<p>Amendment to Tender document</p> <p>i) At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.</p> <p>ii) The said amendment in the form of the addendum/ corrigendum will be sent to all the prospective Bidders to whom, the Tender document has been issued on or before the last date mentioned in the Notice Inviting Tender/ Bid. 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, if the tenders were made available for downloading from the website. The Bidders, especially those who have downloaded the tender document are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.</p> <p>iii) In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.</p>
7	<p>Item Rate Tender</p> <p>The Bidder should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work, but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. Rates quoted shall remain firm for a variation of plus (+) or minus (-) 25% of the specified quantities of each item in the Schedule of Quantity.</p>
8	<p>Preparation of bid and Cost of bidding</p> <p>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.</p> <p>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.</p>

9	Format to be used	
The bidder must fill up and submit only the tender forms/formats issued 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.		
10	Filling of Rates	
i)		Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. The amount for each item should be worked out and requisite totals should be given in the specified column.
ii)		In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the rate for the item shall be considered as 'Zero' and the tender shall be evaluated accordingly.
iii)		Overwriting / Insertions/ corrections/ erasing/ use of correcting fluid/ writing in different inks/ different handwriting shall be avoided. All erasures and alterations made while filling the tender must be attested by initials of the bidder.
iv)		No advice of any change in rate or conditions after the opening of the tender will be entertained.
11	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.
12	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 submit, along with Part-I of the tender, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favor of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The proforma of the power of attorney shall be as annexed hereto.
13	Modification / substitution / Withdrawal of Bids	
	i)	No modification or substitution of the submitted Bid shall be allowed after the due date and time of submission of the tender.
	ii)	A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date for submission of Bids. In case a Bidder wants to resubmit his Bid, he shall submit within the due date a fresh Bid following all the applicable conditions.
	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"
14	Bid Due Date	
	Bids should be received in the office of the officer as specified in Schedule 'E', on or before the stipulated time and date as specified in Schedule 'E'.	
	Reserve Bank of India may, in exceptional circumstances, and at its sole discretion, extend the Bid due date.	
15	Late Bids	
	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" (This covers the postal / courier delay also.) and will not be opened /considered by RBI and will be returned unopened to the Bidder.	
16	Opening of Bids	
	The uploaded tender Part-I, EMD, technical details, literature etc., called 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 price bid, containing the duly filled-in tender-Part-II, 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 (if they desire so) of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.	

17	Bid Validity Tenders shall remain open to acceptance by the RBI for a period as specified in Schedule 'E' from the date of opening of the Part-I of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.	
18	Clarification & Evaluation of Bids RBI would subsequently examine and evaluate bids as below:	
	i)	Price Bids of only those Bidders who are techno-commercially qualified shall be opened.
	ii)	Price bids of unqualified bidders shall be returned with seal intact under acknowledgement.
	iii)	Rates quoted for each item shall be considered during verification/ scrutiny.
	iv)	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.
	v)	Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly.
	vi)	To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to during the evaluation of Bids in accordance with tender clauses.
	vii)	In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
	viii)	In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a revised offer quoting percentage discount on their already quoted tendered amount which shall be applicable on all tender items except buy-back amount and Annual Maintenance Contract (AMC) 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.
	ix)	If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.

19	Acceptance of Tender and Award of Work	
	On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not executed subsequently.	
20	Performance Guarantee	
	The Contractor whose tender is accepted, will be required to furnish performance guarantee of specified percentage of the contract amount within the period specified in Schedule 'F'. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.	
21	Retention Money/ Security Deposit	
	i)	In addition to the Earnest Money Deposit under Para 11 above, as further security for the due fulfillment of the contract by the Contractor, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money (if BG not submitted under clause 1A). This total amount (EMD + Retention Money) will be termed as Security Deposit . 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 . The amounts retained by the RBI shall not bear any interest.
	ii)	All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
	iii)	The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
22	Taxes/ Duties/ Levies	
	i)	Sales-tax/GST/ Service Tax / Purchase Tax/ Turnover Tax or any other tax applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.
	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.
23	Time for Completion of Work	
	Time allowed for carrying out the work as mentioned in the Schedule 'E' shall be strictly observed by the Contractor and it shall be reckoned from the 14 th day from the date of the written work order.	

24	<p>Work Programme</p> <p>The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The bidder shall, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Engineer-In-Charge.</p>
25	<p>Employer's right to accept or reject any or all the bids</p> <p>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.</p>

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

**Place
Date**

Signature of bidder

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 Defect Liability period plus one year for CAMC 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.

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

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

	<p>a notice in writing to the contractor, take possession of (at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
5	Time and Extension for Delay
	<p>The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.</p>
5.1	<p>As soon as possible after the award of work but in any case, before 14 days from the date of award of work, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.</p>
	<p>(a) Project Management shall be done by using Project Management software (M.S. Project / Primavera Software or any other similar project management software) for works costing more than Rs. 2 Crore. The contractor shall inform the Employer which Project Management software he intends to use. The contractor shall also arrange to install one latest licensed version of the respective Project Management software in the Engineer-in-Charge's computer at site without any additional cost and maintain it till the completion of work.</p>

	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 over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Employer. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the concerned officers of the Employer.
(vi)	The contractor shall also submit to the Employer separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Employer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.
(vii)	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.
(viii)	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom.

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

	<p>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 conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Engineer-in-charge might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.</p>
(a)	<p>75% of the amount payable to the Contractor on the RA bills will be released as ad-hoc payment within 7 working days from the date of certification by the Engineer-in-charge, pending test checking of work and verification of detailed arithmetical accuracy by Employer. [NOT APPLICABLE]</p>

(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, Audio-Visual 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</p>

	<p>received within thirty days from the date of disbursement. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from any Scheduled Bank for the amount equal to 110% of the amount of t h e installment and valid for atleast 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 encasing 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> $V_M = 70/100 \{0.88V - (M)\} \times \{(W1 - W1_0)/W1_0\}$ <p>Where</p> <p>V_M: Variation in material cost, <i>i.e.</i>, increase or decrease in the amount in Rs. to be paid or recovered.</p> <p>V: Value of work done excluding advances on materials, if any, during the period under reckoning.</p> <p>M: Cost of materials for which basic rates, if any, are indicated in the tender.</p>

	<p>WI: Average of All India Wholesale Price Index for all commodities for the period under reckoning as published in the RBI Bulletin.</p> <p>W_{Io}: 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> $V_L = 30/100 \{0.88V - (M)\} \times \{(CI - C_{Io})/C_{Io}\}$ <p>Where</p> <p>V_L : Variation in labour cost, <i>i.e.</i>, increase or decrease in the amount in Rs to be paid or recovered.</p> <p>V: As stated in (1) above</p> <p>M: As stated in (1) above</p> <p>CI : Average of All India Consumer Price Index for industrial workers declared by Labour Bureau, Government of India as published in the RBI Bulletin during the period under reckoning</p> <p>C_{Io} : 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
	<p>The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p> <p>The Engineer-in-Charge shall be the final authority to decide whether any item of work is extra/ deviation/ substitution item.</p>
12.1	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, taking 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 Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
	(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
	(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
	The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor. The liability of contractor on account of loss or damage suffered by Employer because of action under this clause shall not exceed 10% of the Contract price of the work.
	In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
	Any excess expenditure incurred or to be incurred by Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
	If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
	In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.
15	Suspension of Work
(i)	The contractor shall, on receipt of the order in writing of the Engineer-in-

	Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
	(a) on account of any default on the part of the contractor or;
	(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
	(c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge
(ii)	If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
	(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
	(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
(iii)	If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3

	months.
16	Dismantled Material Employer's Property
	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Employer's property and such materials shall be disposed off as per the specific instructions in this regard or in absence of the same to the best advantage of Employer according to the instructions in writing issued by the Engineer in-Charge.
17	Contractor Liable for Damages, defects during defect liability period
(i)	If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage, settlement or other faults appear in the work within Defects Liability Period stated in schedule 'F' or, if none stated, then within twelve months (six months in the case of work costing Rs Five Lakh and below) after a certificate final or otherwise of its completion shall have been given by the Engineer- in-Charge as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf and within such reasonable times as shall be specified therein, make the same good at his own expense or in case of default the Engineer-in-Charge may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss, expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer-in-Charge's Certificate in writing, from any money due or may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor, a sum, to be determined by the Engineer-in-Charge equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Employer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Employer. The security deposit of the contractor shall not be refunded before the expiry of the Defect Liability Period after the issue of the certificate final or otherwise, as provided elsewhere.
(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
	<p>The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within the Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer-in-Charge.</p> <p>The checking of any setting-out or of any line or level by the Engineer-in-charge or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting out the works.</p>
19	All relevant Statutory Laws to be complied by the Contractor
(i)	The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Minimum Wages (Central) Rules, 1950.
(ii)	The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
(iii)	The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other relevant laws and the rules made thereunder from time to time.
(iv)	The contractor shall comply with provisions of any other relevant law in connection with the work, as may be applicable.
(v)	Any failure to fulfill these requirements shall attract the penal provisions of the concerned Act and Contractor shall be liable to face the consequences thereof in addition to any other penal provisions of this contract. The contractor shall indemnify the Employer for any loss caused due to non-compliance with any of the provisions of laws applicable.
19A	Payment of wages:
(i)	The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
(ii)	The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
(iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall

	comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
(iv)	(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	
	In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per the Safety Code annexed and shall also at his own expense provide for all facilities in connection therewith.
	(1) the number of labourers employed by him on the work
	(2) their working hours
	(3) the wages paid to them
	(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and
	Failing which the contractor shall be liable to pay to Employer, a sum not exceeding Rs.200/- for each default or materially incorrect statement.

	The decision of the Employer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.
19D	In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by him/her.
19E	The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.
19F	
(i)	It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.
(ii)	However, the Employer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.
19 G	Employment of skilled/semi skilled workers
(i)	The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified in particular trade. If the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill shall be final and binding.
(ii)	Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.
19H	Contribution of EPF and ESI
	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. The quoted rate shall be inclusive of these amounts. The contractor shall submit the details of registration of labour for EPF and ESI and documents evidencing these payments shall be submitted every month.
19 I	Ensuring Payment and Amenities to Workers if Contractor fails
	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

	<p>execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors. Employer will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.</p>
20	Authorities and Notices
	<p>(i) The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected and shall before making any variations from the Drawing or Specifications that may be necessitated by so conforming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 12 thereof.</p>
	<p>(ii) The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.</p>
21	Work not to be sublet. Action in case of insolvency
	<p>The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress. 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</p>

	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
	<p>Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.</p>
(i)	<p>The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.</p>
(ii)	<p>All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.</p>
(iii)	<p>But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three persons' names and forward to the contractor to select one among them as arbitrator.</p> <p>The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision.</p> <p>The arbitrator shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.</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</p>

	<p>paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. No award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The place of Arbitration shall be as specified in Schedule 'F'.</p>
26	Contractor to indemnify Employer against Patent Rights
	<p>The contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.</p>
27	Lump sum Provisions in Tender
	<p>When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.</p>
28	Nominated Sub-Contractors
(i)	<p>All Specialists, Merchants, Tradesman and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Engineer-in-charge are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.</p>
(ii)	<p>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 :</p>

	(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

	<p>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.</p>
29	<p>Lien in respect of claims in other Contracts</p> <p>Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer against any claim of the Employer in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or RESERVE BANK OF INDIA elsewhere.</p> <p>It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor</p>
30	<p>Return of Surplus materials</p> <p>Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Employer by purchases made under orders or permits or licenses issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose them off without the written permission of the Employer and return it to Employer, if required by the Employer, all surplus materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by Contractor in respect thereof. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing 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	<p>Water and Electric Power supply for work</p> <p>The contractor(s) shall make his/their own arrangements for water and</p>

	Electric power supply required for the work and nothing extra will be paid for the same. This will be subject to the following conditions
(i)	That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
(ii)	The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.
31A	Employer's water supply, if available
	Water if available may be supplied to the contractor by the Employer subject to the following conditions:-
(i)	The water charges @ 1 % shall be recovered on gross amount of the work done.
(ii)	The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main source of supply.
(iii)	The Employer do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the water mains so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.
32	Alternate water arrangements
(i)	Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
(ii)	The contractor shall be allowed to construct temporary wells in Employer's land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work. He shall also be responsible for obtaining any permissions required in this connection from the statutory authorities at his own cost.
33	Insurance in respect of damages to Persons and Property
	The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures,

	<p>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> <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</p>

	<p>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)	<p>The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract until the expiry of the "Defects Liability Period" stated in schedule 'F'.</p> <p>The contractor shall immediately after receiving letter of award of work and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the Project Manager, to be in charge of the work, Principal technical representative and other technical representative(s) who will be supervising the work. Minimum requirement of such Project Manager and technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Employer shall be final and binding on the contractor in this respect. Such a Project Manager, Principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.</p> <p>All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have</p>

	<p>been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. Necessary site Registers viz. Material receipt/consumption register / Hindrance Register / Labour Register etc. shall be strictly maintained by him on daily basis and got duly authenticated from Engineer-in-charge. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two consecutive days.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no 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.</p>
(ii)	<p>The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p>
(iii)	<p>The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced</p>

	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
	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

	<p>his near relative is posted as an officer (in any grade) or assistant (including Junior Engineer). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer of the Employer. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Employer. If, however, the contractor is registered in any other organization, he shall be debarred from tendering by the Employer for any breach of this condition.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws</p>
39	No Employee of the Employer to work as Contractor within one year of retirement
	<p>No Technical or other officer or assistant (including Junior Engineer) employed with the Employer shall work as a contractor or employee of a contractor for a period of one year after his retirement from the service without the previous permission of Employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.</p>
40	Compensation during warlike situations
	<p>The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary</p>

	<p>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 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.
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.

**Place
Date**

Signature of bidder

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

	<p>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 AMC 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 FAS & PA Systems 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 eight (08) 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 ten (10) years (One year DLP and 09 years CAMC).</p>	
<p>Shop Drawings</p>	<p>CLAUSE SC 5</p> <p>i) Wherever shop drawings are required for approval before execution of work or the work has to be carried out as per manufacturer's specifications, shop drawing shall be got prepared by the Contractor on AutoCAD system as per the actual site measurements based on Architectural drawings and submitted to Engineer-in-charge for approval before execution of work.</p>	
<p>Works to be carried out by licensed technicians under supervision of licensed Supervisors</p>	<p>CLAUSE SC 6</p> <p>a) All electrical works shall be carried out through a licensed Electrician under the supervision of licensed supervisor. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical works done by the CONTRACTOR.</p> <p>b) Wherever any statutory approval/ license/ NOC is required at any stage either before commissioning or after commissioning of the equipment/ system, the Contractor shall obtain the same by paying the requisite statutory fees/ deposit to the statutory authority directly and shall submit the original receipt to the employer for reimbursement. The Contractor shall be responsible for the liaison and follow-up with the statutory authority concerned for the purpose.</p>	
<p>Documents to be maintained at site</p>	<p>CLAUSE SC 7</p> <p>a) The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.</p> <p>b) These documents shall be available for inspection by Employer's representative or Engineer-in-charge or his representative during his site visit at all reasonable times.</p>	

	c)	After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the relevant drawings to the Engineer-in-charge before submission of the Final bill.
Inspection of materials/work at site	CLAUSE SC 8	
		The Employer's engineer shall inspect the materials at site after delivery before the same is used in the work.
		The Employer's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Employer 's Engineer a similar right
		The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place
		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 authorize 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
Progress Monitoring by the Engineer-in-charge	CLAUSE SC 9	
	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 and AMC	CLAUSE SC 10	
	The project comprises of SITC of PA systems at BMOP, RBI, Kolkata which will be completed in 02 months from the 14th day of date of issue of work order. 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 09 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 PA 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 PA 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 PA 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:

- Periodical servicing /Health check up of the system including spare parts replacement if any parts found faulty with prior approval of Bank's engineer at the time of maintenance and attending all break down calls .
 - The scope of maintenance in addition to periodic maintenance (monthly) will also include attending to any number of breakdown calls.
 - The equipment supplied shall be warrantied against all types of defects for a period of three years from the date of handing over of the PA System to the Bank. Upon successful completion of defect liability period of three years the system will be put under Comprehensive Annual Maintenance Contract for seven years.
 - The scope during the DLP and AMC will be as follows:
 - Any defect(s) in the system/sub-assemblies, found within the warrantee period and the annual maintenance contract period shall be rectified / replaced by the tenderer without any additional cost including replacement of detectors, all spare parts and loop wiring and labour involved etc. the rates quoted should include all such factors.
 - During this period, full servicing and cleaning of devices once in a quarter shall be done including attending to ANY NUMBER of breakdown calls.

	<ul style="list-style-type: none"> • The tenderers shall also quote their charges separately for Annual maintenance service contract after expiry of one year warrantee period. • The payment shall be made on half yearly basis on rendering satisfactory service. • The service contract rate shall also take into account all the cost, including travel cost from the nearest service station, cost of spares etc. • During Warrantee and AMC period the system will be inspected and checked by deputing a competent, trained service engineer on Monthly basis by creating a fire / smoke simulation in the loops. <p>(B) Penalty for delay in service during warranty and AMC period: During the period of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of PA system is kept minimum and both systems shall be attended within 24 hours of receiving the complaint. In case, the entire PA system remains under breakdown for more than a day, then a penalty shall be recovered from the payment due to the contractor as follows:-</p> <table border="1" data-bbox="523 913 1520 1361"> <thead> <tr> <th></th> <th></th> <th>Rectification time</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>Any defects resulting in total failure of the system</td> <td>12 hours</td> <td>Rs 2000/- per day</td> </tr> <tr> <td>(b)</td> <td>Any defects in independent devices, components, cables which may not result in total failure of the system</td> <td>24 hours</td> <td>Rs 500/- per day</td> </tr> </tbody> </table> <p>They shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the PA system. The payment towards AMC charges will be made every half year after satisfactory completion of the service and submitting a bill for the preceding two quarters along with the Service report of the respective period duly signed by the Bank's Engineer.</p>			Rectification time	Penalty	(a)	Any defects resulting in total failure of the system	12 hours	Rs 2000/- per day	(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	24 hours	Rs 500/- per day
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Renewal of CAMC	<p>CLAUSE SC 11</p> <p>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. One-time agreement for CAMC for 09 years will be entered into in Bank approved format. Rates will be revised for further 08 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>												

	<p>The AMC rate shall be revised after first year of AMC and the contract shall be renewed based on the revised AMC amount calculated as per the following formula:</p> $A_C = A_P [(15+60x(EPI_C/EPI_P)+25x(CPI_C/CPI_P))] \times 100$ <table border="1" data-bbox="560 360 1522 1039"> <tr> <td data-bbox="560 360 740 421">A_C</td> <td data-bbox="740 360 1522 421">The contract amount for the current year</td> </tr> <tr> <td data-bbox="560 421 740 481">A_P</td> <td data-bbox="740 421 1522 481">The contract amount for the previous year</td> </tr> <tr> <td data-bbox="560 481 740 622">EPI_C</td> <td data-bbox="740 481 1522 622">Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year</td> </tr> <tr> <td data-bbox="560 622 740 763">EPI_P</td> <td data-bbox="740 622 1522 763">Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year</td> </tr> <tr> <td data-bbox="560 763 740 904">CPI_C</td> <td data-bbox="740 763 1522 904">Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year</td> </tr> <tr> <td data-bbox="560 904 740 1039">CPI_P</td> <td data-bbox="740 904 1522 1039">Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year</td> </tr> </table>	A _C	The contract amount for the current year	A _P	The contract amount for the previous year	EPI _C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year	EPI _P	Wholesale Price Index for Electrical Products 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
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Measurement, Billing and Terms of payment	<p>CLAUSE SC 12</p> <p>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:</p> <table border="1" data-bbox="592 1420 1522 1935"> <tr> <td data-bbox="592 1420 667 1496">a)</td> <td data-bbox="667 1420 1522 1496">The progress reports of the concerned period, indicating that the approved milestone has been reached.</td> </tr> <tr> <td data-bbox="592 1496 667 1608">b)</td> <td data-bbox="667 1496 1522 1608">Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill</td> </tr> <tr> <td data-bbox="592 1608 667 1684">c)</td> <td data-bbox="667 1608 1522 1684">Checklist indicating validity of the labour license (if any), all the Insurance Policies, PBGs etc.</td> </tr> <tr> <td data-bbox="592 1684 667 1720">d)</td> <td data-bbox="667 1684 1522 1720">Delivery challans of the materials.</td> </tr> <tr> <td data-bbox="592 1720 667 1935">e)</td> <td data-bbox="667 1720 1522 1935">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</td> </tr> </table>	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		
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	ii)	The Engineer-in-charge reserves the right to refuse to accept the Running Account bill, if any of the document as above is not submitted along with the bill.
	iii)	Once the bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honouring the certificates.
	iv)	After completion of work and completing all the contractual responsibility, the measurement sheets shall be signed jointly by the Contractor or his authorized representative and Engineer-in-charge or his authorized representatives. The Contractor shall then submit the Final bill to the Engineer-in-charge. The Final Bill shall necessarily be submitted along with the following documents:
	a)	The signed measurements
	b)	The copy of last progress report, evidencing the completion of work.
	c)	Manufacturer's Test certificates/ Inspection reports of any component/ assemblies, as applicable, considered for the first time in the Contractor's bill
	d)	Final Testing/ Commissioning report for the Project
	e)	All the lift licenses in original and other required certificates from statutory authorities, if any
	f)	Checklist indicating validity of the labour license(if any), all the Insurance Policies, PBGs
	g)	Delivery challans for the materials
	h)	All the required documents of Guarantees/ warranties
	i)	"No claim" certificate by the Contractor except as included in the Final bill.
	v)	The Engineer-in-charge reserves the right to refuse to accept the Final bill, if any of the document, as above, is not submitted along with the bill.
	vi)	Once the Final bill is received along with all the required documents, the Engineer-in-charge shall arrange to process the bill and the payments due to the Contractor shall be released through NEFT within the specified period for honoring the certificates. No revised Final Bill shall be considered by the Employer.
	vii)	All statutory deductions shall be made from the payments due to the Contractor.
	viii)	The following terms of payment shall be applicable to this contract subject to statutory deductions: <ul style="list-style-type: none"> • 70% of the quoted tender rates against delivery of all the materials after checking at site and submission of undertaking and Bank Guarantee as per above mentioned clause. • 30% of the quoted rates on completion of installation, testing, commissioning, and handing over the system.

	<ul style="list-style-type: none"> • 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 10 Lakh for RA Bills</p>
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I/We hereby declare that I/we have read and understood the above conditions.

**Place
Date**

Signature of bidder

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	<p>Evaluation of Tender</p> <p>The tenders will be evaluated not only on the basis of capital cost quoted for the FAS & PA Systems but also taking into account the effect of rates quoted for Annual Maintenance Contract (CAMC) for a period of 09 years after expiry of one year warranty period (Defect Liability Period), by using Net Present Value (NPV) method. For arriving at the NPV of CAMC amount, the following will be considered:</p> <table border="1" data-bbox="245 398 1562 645"> <tr> <td>(a)</td> <td>Discount factor</td> <td>8 % per annum</td> </tr> <tr> <td>(b)</td> <td>Annual Escalation in CAMC</td> <td>5 % per annum</td> </tr> <tr> <td>(c)</td> <td>Period of CAMC</td> <td>09 years</td> </tr> <tr> <td>(d)</td> <td>Payment terms of AMC</td> <td>Half Yearly payment after satisfactory completion of the service</td> </tr> </table> <p>Total Cost of Ownership = A + B * M.F Where, A=Capital Cost of PA system B= Comprehensive AMC Value of all new PA system M. F = 7.048 (Multiplying Factor)</p> <p>Minimum Base Rate for Comprehensive AMC: In case, the tenderer quotes the rates for AMC lower than 5% (Five) of the quoted capital cost, then 5% (Five) of the quoted capital cost shall be considered for Calculation of Total Cost of Ownership. Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period of 09 years subject only to escalation formulae indicated in the tender.</p>	(a)	Discount factor	8 % per annum	(b)	Annual Escalation in CAMC	5 % per annum	(c)	Period of CAMC	09 years	(d)	Payment terms of AMC	Half Yearly payment after satisfactory completion of the service											
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5	<p>Completion Period and time schedule</p>																							
	<p>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:</p>																							
	<table border="1" data-bbox="245 1328 1562 1809"> <tr> <td>a)</td> <td>Submission of layout drawing</td> <td></td> <td>days after 14th day of the date of issue of work order</td> </tr> <tr> <td>b)</td> <td>Approval of layout drawings by Bank</td> <td></td> <td>days from above (Bank Engineer)</td> </tr> <tr> <td rowspan="2">c)</td> <td>Delivery of materials at site</td> <td></td> <td></td> </tr> <tr> <td>As per BOQ & technical specifications given in Tender Part-I</td> <td></td> <td>days from above</td> </tr> <tr> <td>d)</td> <td>Installation, testing & commissioning and handing over the entire System</td> <td></td> <td>days from above</td> </tr> <tr> <td></td> <td>Total Completion Period in days</td> <td></td> <td>(total from (a) to (e))</td> </tr> </table> <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>	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 System		days from above		Total Completion Period in days		(total from (a) to (e))
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	<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>																							

	Bank will provide open storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

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

Place:
Date:

Signature of bidder

Section VII

Technical specifications

Scope of Work:

This section of the specification includes the Design, Supply, installation, testing, commissioning and handing over of Public Address system required to form a complete, operative, coordinated system for the Bank's Main Office Building at Kolkata. It shall include, but not be limited to Amplifier, Speakers (Wall mount and Ceiling Mount) , Volume Controller, Music Player, Remote Microphone, Audio Cable Speaker Cable, Complete Voice Evacuation System along with auxiliary control devices, power supplies and cabling as specified herein.

Cables/conduits

All cables/conduits (as required) to be laid on wall, ceiling and on the hangers wherever necessary and as directed by Bank's engineer with required hardware accessories. The cables shall be FRLS, armoured PVC twisted 1.5 sq. mm multistranded insulated, copper conductor cables (Red colour), conforming to IS:1554 and shall be of specified make. All the cables shall be properly terminated and labeled.

Installation

- (i) As the work is to be carried out in existing occupied building, the actual functioning of the existing Public Address system cannot be put under shut down without permission of Bank's Engineer. Therefore, the execution of this work has to be meticulously planned and executed in consultation with site engineer and Fire officer in such a manner that fire safety of the building is not hampered.
- (ii) The work shall be taken for execution only after the entire material has been supplied at site.
- (iii) Before commencement of execution of work, the tenderer shall design the system and prepare the drawings for the proposed new Public Address system and get the same approved from Bank.
- (iv) Installation shall be in accordance with the local and state codes, as shown on the drawings, and as recommended by the major equipment manufacturer.
- (v) All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas as per Bank's direction.
- (vi) **Removing and re-fixing of the light fixtures / false ceiling tiles in order to access the area above the false ceiling for laying of cable and fixing of speakers, volume controller etc., will be in the scope of this contract. No additional payment shall be made on this account. Any damage to the Bank's property shall be made good without any additional claim.**

Testing of the System

The contractor shall arrange and provide at no extra cost, the service of a competent, factory-trained engineer or technician authorized by the manufacturer of the PA equipment to technically supervise and participate during all of the adjustments and tests for the system. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.

Final Inspection and hand over

At the final inspection, a factory trained representative of the manufacturer of the major equipment shall demonstrate that the systems function properly in every respect before hand over of the system.

Practical Training

- (i) Provide instruction as required for operating the system. "Hands-on" demonstration/ training of the operation of all system components and the entire system including program changes and functions shall be provided to the concerned officials for atleast two days.
- (ii) The contractor and/or the systems manufacturer's representatives shall provide a typewritten "Sequence of Operation."

Documentation

- (i) Sufficient information, clearly presented, shall be included to determine compliance with drawings and specifications.
- (ii) It should include manufacturer's name(s), model numbers, ratings, power requirements, **equipment layout**, device arrangement, complete point to point wiring diagrams, layouts and main control layout, configurations and terminations.
- (iii) Complete operating and maintenance manuals including technical data sheets
- (iv) Provide a clear and concise description of operation which gives, in detail, the information required to properly operate the equipment and system
- (v) Four copies of the above documents in book form, well bound should be submitted at the time of hand over of the system.

Technical specifications- Public address system

The System offered shall be minimum 8 zones and expandable up to 64 zones configuration with various area-wise zone stations forming functional groups comprising Field Call Stations and Loudspeakers. The PA system shall be Paging System shall be IP based. The field call stations shall be IP addressable whereas the speakers shall be of analog type without IP addresses. The field call stations shall have additional amplifier to drive additional one speaker.

Equipment shall be self-protecting against transients in the input A.C supply and against failure of any component or cable in the entire communication system.

Required functions for individual stations shall be programmable and configurable through pre-loaded software that permits local changes to the configuration. Levels of system access and privileges shall only be assignable to selected individuals.

The PA system shall be expandable to cater for future expansion phases in terms of additional nodes, zone expansion and additional control and access panels.

Speaker cabling and visual alert cabling shall all be on a ring to provide resilience. Calls will be carried out through loudspeakers installed in the various locations across the Project. The area coverage will be such that calls will be clearly audible in the paged operating areas and their surrounding space. PA call station units may be located in area with a fair degree of background noise. Therefore, the requirements shall be for directional dynamic microphones, with strong noise suppression together with input/pre-amplifier sections including filtering and speech compression giving the highest practicable levels of intelligibility.

The system shall be capable of providing an audio output to a Digital Voice Recording System.

Facilities shall be provided for local loudspeaker muting to prevent acoustic feedback that may be generated from nearby access panels.

Each operator's control set will be able to:

- a) Address a call to one or multiple sections.
- b) Address a call to one or multiple zones, by activating the selected zones.
- c) Transmit a general call to the whole area activating all sections simultaneously.

The system shall also provide the following facilities:

- a) The interface shall provide 24 V supply on the two wires respectively with 600 ohm impedance.
- b) An acoustical feedback suppresser.
- c) Integrated test equipment to identify faults on the external loudspeaker lines for testing purposes at remote locations as a maintenance terminal shall be utilized for testing purposes at the main equipment.

The following shall form part of the central equipment located in the CCR:

- a) Acoustic feedback suppression
- b) CD/DVD audio player

The operator control sets shall be provided in key location.

CD/DVD audio player shall be provided as one of the input/output sources to/from the public address system which shall have the capability to broadcast the player output.

All the system elements in PA and Industrial Talkback system viz. Controller, field call station, speaker shall be sourced from the same OEM.

JUNCTION BOXES:

All junction boxes (JB) shall be made of Fibre glass reinforced polyester material with minimum thickness 4 mm, door handle, self-locking with common key, door gasket shall be of synthetic rubber & provided with cage clamp type terminal blocks.

The equipment shall be fully solid state type, microprocessor based and programmable.

The Operator Access Units shall be microprocessor based and connected to the central control cabinet using Cat 6 or suitable cable cables.

Configuration of the system shall be achieved by software for maximum flexibility. A "user friendly" setting up and checking routine shall be provided which enables an operator using a PC to implement speed commissioning and fault-finding functions.

The system shall be provided with standard serial interface (preferably a USB connection) to be connected with a laptop for local and remote access for maintenance and operations activities.

All software utilized shall be the latest and upgraded version.

The system shall be designed to comply with EMI and RFI Regulations particularly the requirements of IEC 61000 series.

Battery

- (i) Battery shall have sufficient capacity to power the Public Address system for not less than 30 Minutes in working condition and at least 48 hours in normal condition.
- (ii) The batteries are to be completely maintenance free.

APPROVED MAKES OF MATERIALS

S.No.	Item Description	Makes
1	FRLS armoured Cables (Red colour), Cu conductor	Finolex, Polycab, Gloster, CCI, Mescab, Havels
2	Public address system	Sennheiser, Bosch, Bose, Studiomaster, Yamaha, Heinrich, Shure, Ateis
5	Speakers	Sennheiser, Bosch, Bose, Studiomaster, Yamaha, Heinrich, Shure, Ateis
6	Amplifier	Sennheiser, Bosch, Bose, Studiomaster, Yamaha, Heinrich, Shure, Ateis
7	Media player/DVD player	Sony, Panasonic
8	Racks	WQ/Valrack/Netrack/Rackom/D-Link
9	Goojneck mocrophones	Sennheiser, Bosch, Bose, Studiomaster, Yamaha, Heinrich, Shure, Ateis
Note: OEM selected must have their own service set up in Kolkata.		

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

Place

Signature of bidder

Date

SECTION VIII

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 Kolkata

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

Signature of Tenderer and Seal

Date:

SCHEDULE C

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
 4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
 5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
 - (b) Safety Measures for digging bore holes: -

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

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

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

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

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

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

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

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

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

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

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

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

(ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

(iii) Those engaged in welding works shall be provided with welder's protective eye shields.

(iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-

(a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

(b) At least 5 to 6 manholes upstream and downstream should be kept open

for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

(c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

(d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

(e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

(f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

(g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

(h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

(i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

(j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

(k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

(l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

(m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

(n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

(a) No paint containing lead or lead products or product containing these

pigment shall be used except in the form of paste or ready-made paint.

(b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having paint is dry rubbed and scrapped.

(c) Overalls shall be supplied by the contractors to the workmen and shall be worn by working painters during the whole of working period.

(d) Adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

(e) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(f) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.

(g) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

(h) Employer may require medical examination of workers, when necessary.

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

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

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

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

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to

reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

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

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

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

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

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 Kolkata
	Name of the Work: “E-tender for Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank’s Main Office Premises at RBI, Kolkata
	Office: Estate Department ,3 rd Floor, Reserve Bank of India, Main Office Building, Kolkata-700001
	Due Date and Time for receipt of Tender/ Bid: As per SOT
2	Integrity pact
	Not Applicable
3	Tender Fee
	As mentioned in the MSTC Portal
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. 37000/-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
	02 months from the 14 th day of date of issue of work order

Schedule F

General Conditions of the Contract – Information

1	Definitions
i	Works: “E-tender for Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank’s Main Office Premises at RBI, Kolkata”
ii	Employer: The Regional Director, Reserve Bank of India, Kolkata
iii	The Engineer In-charge
iv	The percentage mentioned to cover all overheads and profits: 15%
8.2	Discrepancies and Adjustment of Errors (order of preference)
	The Competent Authority: Regional Director, Reserve Bank of India, Kolkata

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, Kolkata
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 – 02 months from the 14 th day of date of issue of work order. 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 15 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 10 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, Kolkata
12	Deviations / Variations Extent and Pricing
	Deviation limit beyond which clause 12.2 C shall apply – 25% beyond the tender item quantity specified in the Schedule of Quantity
17	Contractor Liable for Damages, defects during defect liability period
	Defects Liability Period – 12 months from the date of completion and handing over the entire electrical installations to the Employer
19C,19D, 19F	No report needs to be submitted as per clause 19C. Clauses 19 D & 19 F are not applicable as no labour shall be allowed to stay in premises.
25	Settlement of Disputes & Arbitration
	Competent Authority for referring the dispute – Regional Director, Reserve Bank of India, Kolkata-700001 Place of Arbitration- Kolkata, 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 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.

**Place
Date**

Signature of bidder

SECTION VIII

ANNEXURES

TO

VARIOUS SECTIONS AND SCHEDULES

UNDERTAKING

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

To,

The Regional Director

Reserve Bank of India

Estate Department

Kolkata

Dear Sir,

NAME OF WORK: E-Tender for “Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank’s Main Office Premises at RBI, Kolkata”

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

Yours faithfully,

()

Authorised signatory

(Name and address of the company with Company Seal)

Date:

Annex 2

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

To,

The Regional Director
Reserve Bank of India
Estate Department
Kolkata

Dear Sir,

Name of Work- “Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank’s Main Office Premises at RBI, Kolkata”

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

WHEREAS

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

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. 37000/- (Rupees Thirty Seven Thousand Only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as “the Tenderer/ Bidder”), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. 37000/- (Rupees Thirty Seven Thousand Only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. 37000/- (Rupees Thirty Seven Thousand Only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. 37000/- (Rupees Thirty Seven Thousand Only).
2. We also agree to undertake to and confirm that the sum not exceeding sum of Rs. 37000/- (Rupees Thirty Seven Thousand Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any

further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum of Rs. 37000/- (Rupees Thirty Seven Thousand Only).
- b) Our liability under these presents shall not exceed the sum of Rs. 37000/- (Rupees Thirty Seven Thousand Only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of _____ Bank.

Authorised Official (with seal)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1 Signature	Witness 2 Signature
Name	Name
Address	Address

(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).

Draft Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Kolkata, 15 N.S. Road, Kolkata – 700074 (hereinafter called “the Employer”) of the one part and

_____ (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of carrying out the work of “**Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank’s Main Office Premises at RBI, Kolkata**” and has caused specifications and schedule of quantities describing the works to be done.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

The term “Architect” in the said conditions shall mean CGM-In-Charge, Premises Department, Reserve Bank of India, Mumbai for the purpose of this contract.

3. The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.

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

5. The agreement and documents mentioned herein shall form the basis of this Contract.

This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of “**Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank’s Main Office Premises at RBI, Kolkata**”, to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.

6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the said 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.

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

8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within **02 months from the 14th day of date of issue of work order** subject nevertheless to the provisions for extension of time.

9. All payments by the Employer under this Contract shall be made only at Kolkata.

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

11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.

12. 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.

13. The contractor shall comply to the provisions of Prevention of Sexual Harassment at workplaces Act.

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

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

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

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

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

14. 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 hasnot been so affected may, by giving written notice, terminate this Agreement.

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

If the contractor is a partnership or an individual.

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

If the contractor is a company.

Signature Clause

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

(Name and designation)

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

In the presence of

(1)

Address

(2)

Address

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

Witness

THE COMMON SEAL OF

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

in the presence of

(1)

(2)

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

(1)

(2)

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

SIGNED AND DELIVERED BY the Contractor by the hand of Shri

and duly constituted attorney.

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

PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

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

Dear Sir,

Name of Work: "Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank's Main Office Premises at RBI, Kolkata"

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any

dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1
Signature
Name
Address
.....

Witness 2
Signature
Name
Address
.....

(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).

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.

Proforma 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 & commissioning (SITC) of Public Address System at Bank's Main Office building, RBI, Kolkata. 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:

Client's Certificate Regarding Performance of Contractor

The Regional Director,
Reserve Bank of India
Estate Department
RBI, Kolkata

Dear Sir,

Client's Certificate Regarding Performance of M/s

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

13.	Comments on the capabilities of the contractor	
	a) Technical Proficiency	Outstanding/Very Good/Good/Satisfactory/Poor
	b) Financial Soundness	Outstanding/Very Good/Good/Satisfactory/Poor
	c) Mobilization of adequate T & P	Outstanding/Very Good/Good/Satisfactory/Poor
	d) Mobilization of Manpower	Outstanding/Very Good/Good/Satisfactory/Poor

Signature of the Reporting Officer*with office seal

Name :-

Designation:-

Contact No:-

- For works carried out for Government / Public Sector Undertakings, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. In case of private entities, it should be signed by an authorized person.
- **Note:**
- a) For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials / contract amount.
- b) All columns should be filled in properly
- c) The Client Certificates should be submitted for each of the Prequalification work/s

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s. /Shri..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of ₹.....(Rupees)

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

Signature of the Bank's official with seal _____

• **Note:**

- a) Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
- b) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Annexure- 9
Proforma for Indemnifying the Employer against Patent Rights
(On Non-Judicial Stamp Paper of appropriate value)

To,
The Regional Director
Reserve Bank of India
Estate Department
RBI, Kolkata.

Dear Sir,

NAME OF WORK: Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank's Main Office Premises at RBI, Kolkata

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, 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, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE BIDDER

SIGN & SEAL OF THE BIDDER:

Date:

Place:

Section X

Unpriced Bill of Quantity

Section X – Unpriced bill of quantity (not to be quoted here). Rates are to be quoted for base price and GST separately in the designated rows in online mode only.

Remark: Please note that rates should be quoted exclusive of GST. However, the bidders shall quote applicable GST in respective rows, failing which the bids are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the evaluation of bids shall be on base rate only.

Name of Work- Design, Supply, installation, testing & commissioning (DSITC) of Public Address system at Bank's Main Office Premises at RBI, Kolkata

Sr. No.	Description of Items	Qty	Unit
A.	Public Address system		
1	Supply, installation testing and commissioning of the controller including software with built-in 500W amplifier, control inputs and outputs supporting 12-zones, extendable up to 120-zones, with single or dual channel operation, with loudspeaker line supervision, IEC 60849 certified. With Following Features: 1.Voltage 230VAC, 50/60 Hz 2.Max power consumption 1300 VA 3. Battery power supply Voltage 24 VDC, +15% / -15% 4.Frequency response 60 Hz to 18 kHz 5. Distortion <1% at rated output power, 1 kHz 6.Programmable Trigger Inputs 16 7. Speech filter -3 dB at 315 Hz, high-pass,6 dB/oct 8. Messages Data format WAV-file, 16-bit PCM, mono 9. Memory capacity 16 MB Flash ROM, as specified in tender specifications in Part-I	1	No
2	Supply, installation and testing of 500 W power amplifier with 70 V / 100 V and 8 ohm outputs, single inputs with priority switching,100 V input for slave operation on 100 V speaker line, Mains, battery back-up, with Following Features: 1. Frequency response 60 Hz to 18 kHz (+1 / -3 dB at -10 dB ref. rated output) 2. Distortion <1% @ rated output power, 1 kHz	8	No

	3. S/N (flat at max volume) >90 dB 4. Battery power supply:24 VDC +15% / -15%		
3	Supply, installation and testing of the call station with Twelve zone selection keys, all-call key and momentary PTT-key for calls and with selectable gain, speech filter, limiter, and output level for improved intelligibility, LED indications for zone selection, fault, and emergency state. With Following features: 1.Voltage range 24 VDC 2.Current consumption <30 mA 3.Nominal sensitivity 85 dB SPL 4.Nominal output level 700 mV 5.Input sound level (max) 110 dB SPL 6.Distortion <0.6%	1	No
4	SITC of 10W Multi-Tap (10W; 5W) Ceiling Mount Speakers with Dome . The speakers shall be of same make as that of the Amplifiers. They shall be compatible with supplied Amplifiers and shall work on 70.7Vrms.	12	No
5	Supply, installation and testing of 15W Multi-Tap (15W; 7.5W) Wall Mount Speakers with bracket . The speakers shall be of same make as that of the Amplifiers. They shall be compatible with supplied Amplifiers and shall work on 70.7Vrms.	135	No
6	Supply, installation and testing of 15 watt volume controller to control speaker volume with required modular plates, boxes & hardwares etc.	10	No
7	Supply, installation and testing of Music source Media player / DVD player	1	No
8	SITC of 2core x 1.5sqmm Copper conductor FRLS Insulated armoured cable fixed to ceiling/wall by means of saddles/supports etc.[Outer sheath of the cable shall have Blue(PA) color code	2000	mtrs
9	SITC of STP Cat 6 Cable for interconnection of all the devices of the PA system as required.	50	mtrs

10	Supplying, installing, testing and commissioning of Table mounted goose neck mike of min.12" size with on-off button and on indicator inbuilt etc.	1	No
11	SITC 42 U Rack (800x1000) steel casters type II with levellers and 19" adapter kits frontside glass door, rear side metal door with required self to place the devices along with all other accessories to accommodate all devices of the PA system as required.	1	No.
	Total-A		
	Grand Total –		
	CGST @ 9%		
	SGST @ 9%		
(I)	Capital Cost -A		
(II)	<u>Comprehensive Annual Maintenance Charges (CAMC):</u> - Comprehensive Annual Maintenance Contract charges for the entire system for the entire PA system including all devices and cabling after completion of the initial guarantee period of one year as specified in tender Part-I. These rates will be applicable after expiry of one-year guarantee period. The rates shall include consumable labour, transport, insurance for transit, storage, workman compensation & 3rd party liability, installation, and contractor's all risk as indicated in specification and tender terms and conditions.	1	Per Annum
	Total		
	CGST @9%		
	SGST @9%		
	Total CAMC Cost (B)		

The tenders will be evaluated not only on the basis of capital cost quoted for the PA system but also taking into account the effect of rates quoted for comprehensive all-inclusive Annual Maintenance Contract (CAMC) for a period of 09 years after expiry of one year warranty period (Defect Liability Period), by using Net Present Value (NPV) method (refer special instructions to bidders, Section VI of tender) :-

Total Cost of Ownership = A + B * M.F

Where, A=Capital Cost of entire PA systems

B= Comprehensive AMC Value of entire PA System

M. F=**7.048** (Multiplying Factor)