

Tender for Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13th Floor (in E wing) & 20th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.

NIT No. RBI/Central Office/Premises Department/11/20-21/ET/401

SCHEDULE OF TENDER (SOT)

Sr.	Description	Timeline
No.		
1	Tender available on Bank's website to	14:.00 hours on 02.01.2021
	view/download and on MSTC portal to view	
2	Last date of receiving communication in	
	writing through email for pre-bid clarifications	14:00 hours on 18.01.2021
	on tender terms and conditions/specifications	
	Email address for communication:	
	helppremises@rbi.org.in	
3	Bid start date:- Date of start for submission	14:00 hours on 22.01.2021
	of online E-tender i.e Complete documents of	
	pre-qualifications criteria, Part I and Part II	
	www.mstcecommerce.com/eprochome/rbi	
4	Bid close date:- Date of closing for	14:00 hours on 02.02.2021
	submission of E-tender	
5	Tender open date:- Date and time of	
	opening of Part-I.	17:00 hours on 02.02.2021
	Date and time for opening of Part II shall be	
	informed separately.	
	informed separatery.	

RESERVE BANK OF INDIA PREMISES DEPARTMENT MUMBAI

RBI/Central Office/Premises Department/11/20-21/ET/401

e-TENDER FOR

Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13th Floor (in E wing) & 20th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.

Part I

(Containing Section I to Section VIII)

Name of Tenderer
Address
Due Date and time of
Submission of e-Tender - 02:00 PM of February 02, 2021

Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13th Floor (in E wing) & 20th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.

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SECTION-I

Form of Tender

Place: Date:

Smt. Mala Sinha Chief General Manager, Reserve Bank of India, Premises Department, Central Office, 5th Floor, Central Office Building, Mumbai-400 001

Dear Sir,

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

Memorandum

(a)	Description of work	:	Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13 th Floor (in E wing) & 20 th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.
(b)	Estimated cost (₹)	:	As specified in Schedule 'E' of the Tender.
(c)	Earnest Money (₹.)	:	As specified in Schedule 'E' of the Tender.
(d)	Performance Bank Guarantee	:	Bank Guarantee from any Scheduled Bank as per
	(PBG)		proforma at <u>Annex 4</u> of this tender, for an amount

			equal to 5% of the Contract Amount plus the
			difference in estimated cost of abnormally low
			rated (ALR) items of work and the quoted cost of
			ALR items of work. The amount of PBG shall be
			worked out by the Department and shall be binding
			on the successful tenderer.
(e)	Percentage, if any, to be	:	5 %
	deducted from each bill		
(f)	Time allowed for completion of	:	As specified in Schedule 'E' of the Tender.
	the work		

- 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 mentioned as Earnest Money in Schedule 'E' of tender document is hereby forwarded/uploaded in the form specified therein. If I/We, fail to furnish the prescribed performance bank guarantee within the prescribed period specified in Schedule F', 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 in Schedule 'F', 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 bank guarantee absolutely. The said Performance Bank 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 Bank Guarantee as aforesaid, I/We shall be debarred from participation in the re-tendering process of the work.
- 5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Reserve Bank of India, then I/We shall be debarred from tendering in Reserve Bank of India in future. Also, if such a violation comes to the notice of Reserve Bank of India before date of start of work, the Employer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.
- 6. I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India.
- 7. Should this tender be accepted, I/We hereby agree to abide by and 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.

(ii)		
ne names o	of partners of our firm are:	
(i)		
(ii)		
Name of the	he partner of the firm autho	prized to sign
OR		
	person having power of Atto	ornev to sign
	act (certified true copy of the	
	n the prescribed format as	
of this ten	der should be attached)	
ignature o	rlly, f Tenderer with seal and addresses of witnesses	3
ignature o	f Tenderer with seal	Address
ignature o	f Tenderer with seal and addresses of witnesses	
ignatures a	f Tenderer with seal and addresses of witnesses	

Section II

1. SCOPE OF WORK

1.1 Description of Work:

Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13th Floor (in E wing) & 20th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.

- 1.2 The scope of proposed work shall be as per the layout plans/drawings, schedule of quantities and specifications given in this tender document.
- 1.3 It is not the intent to specify completely herein all details of work covered under this enquiry. Scope of work may also include such other related works as indicated in the drawings and /or schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Engineer-in-Charge. All works shall confirm in all respects to high standards of engineering, design and workmanship and shall, fulfill the anticipated performance during the CONTRACTOR's warranty period in a manner acceptable to the Bank as specified hereunder:
 - (i) Provided system as a whole and its components shall remain sturdy, stable, self-supportive and structurally safe during the warranty period of 05 years.
 - (ii) Minimum life of powder coating shall remain 05 years.
- 1.4 Various works covered in this specification shall include design of components and systems, furnishing of all materials, labour, tools, plants and equipment, transportation, fabrication, fixing, installation, supervision and execution as per schedule of quantities, technical specifications, drawings/plans, etc. as provided herein and as directed by the Engineer-in-Charge

Ι	/ We herehy	declare the	t I/we have	read and	lunderstoc	nd the abov	e information.
	/ vve nereby	ueciale illa	L I/WE Have	reau and	i unuersioi	ou the abov	e illioilliation

Place	Signature of Tenderer
Date	

Section III

General Rules and Instructions to the Tenderers

1. The Tenderer who fulfil the following minimum **pre-qualification criteria** shall be eligible to participate in tendering process.

PRE-QUALIFICATION CRITERIA

A	Composition of the firm/organization	Details of Registration of the firm /organisation-whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Cooperative Body etc Name of Registering Authority, Date, and Registration number, etc. The Tenderer should have valid Goods and Service Tax registration	Format 1 and Format 1A annexed hereto and submit along with the following supporting documents. (i) Copy of registration certificate. (ii) Copy of the Articles of Association/ Power of Attorney/other relevant document (iii) copy of Goods and Service Tax registration certificate (iv) Details of registration of labour along with EPF and ESI documents if any.
В	Duration of past Experience	The Tenderer should have minimum 5 years of experience of executing similar work/s*. Tenderer shall submit the documentary evidence in support of minimum experience of 5 years (i.e. the Tenderer should have undertaken similar work/s* during the period from January 01, 2016 to December 31, 2020)	i) Tenderer should fill up the information in Format 2 annexed hereto indicating client-wise names of similar work(s), awarded and actual cost(s), completion date stipulated in contract and actual date of completion date, etc. and should submit along with the documentary evidence as proof of minimum 5 years of experience of completed similar work/s * viz. copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. ii) Tenderer should also fill up the information about similar work/s* on-hand in the Format 2A annexed hereto

			and should submit along with supporting documents.viz. Copies of work order/s with details of items of work, issued by the client(s) for the work/s in progress. (iii) The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.
С	Minimum value of each completed similar work/s (qualifying) during specified period	The Tenderer should have experience of successfully completed similar work/s * during last 5 years (i.e. during the period from January 01, 2016 to December 31, 2020) should be either of the following: i) Three similar completed works * each costing not less than the amount equal to Rs.64 Lakh or ii)Two similar completed works * each costing not less than the amount equal to Rs.80 Lakh or iii) One similar completed work * costing not less than the amount equal to Rs.80 Lakh	Tenderer should fill up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work/s *. (i)Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. (ii)Client certificate/s for each of the qualifying work as per the Format 3A annexed hereto.
D	Annual financial turnover	Tenderer should have had an average annual financial turnover of amount equal to Rs.480 Lakh or more during the last 3 financial years (i.e. during (i) April 1, 2017 to March 31, 2018 (ii) April 1, 2018 to March 31, 2019 (iii) April 1, 2019 to March 31, 2020).	Tenderer should fill up the information in Format 4 annexed hereto and submit along with the following documents (i) Copies of Audited financial statements/ accounts of the business of the Tenderer duly certified by a Chartered Accountant indicating the turnover for financial years referred in the format 4. (ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof creditworthiness

Ε	Solvency	Should furnish solvency certificate	(i) Tenderer should also submit Banker's
		issued by the Tenderer's Banker	certificate as per Format 5 annexed
		specifically for the purpose of	hereto from their Banker.
		work for an amount equal to Rs.160 Lakh.	(ii) Names and addresses of 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.

Note:

- *Similar work shall mean 'fabrication, supply and fixing / installation in position factory made Modular office set up including work station, cabin partition, cabin work tables and associated utilities / accessories, all composite under one contract agreement wherein the framework (i.e. inner metal skeleton) is supposed to be designed (in-house or get designed from professional/s) or proprietary for its structural fitment, sturdiness, stability, self-supportiveness and safety of the system by the Tenderer as per requirement.
- (ii) Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Tenderer shall submit abstract of cost of work in support of this.
- (iii) In respect similar work completion certificate(s), client certificate(s) issued by the private companies shall also accompany copy of Tax Deducted at Source (TDS) certificates. Bids received without the specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.
- (iv) Regarding client's certificate for qualifying similar completed works carried out for Government/public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For qualifying similar completed works carried out for private companies, shall accompany Tax Deducted at Source (TDS) certificates has to be submitted for proving the credentials/contract amount.
- (v) Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Tenderers directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Tenderer in their bid.
- (vi) It is clarified that the work executed by the applicant for their in-house or capital use will not be considered for the purpose of work experience of completion of similar works.
- (vii) All information called for in the annexed formats should be furnished against the relevant columns in the formats. If for any reason, information is furnished on a

separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'nil' or 'no such case' entry is to be made in that column. If any particulars/query is not applicable in case of the Tenderer, it is to be stated as 'Not applicable' Tender document shall contain all the enclosures mentioned.

(viii) The tender submitted by a Tenderer who is found to be not satisfying the above prequalification criteria will be disqualified. Bids containing false and /or incomplete information are liable for rejection at the sole discretion of the Employer.

2	Bids	Bids in Two bid system						
	quali filled later Tend will I	The tender in two parts (Part I comprising of duly filled tender part I, complete prequalifications criteria, EMD, technical bid/details, literature etc. and Part II comprising of duly filled-in tender part II) should be submitted online as e-Tender using digital signature not later than the date and time of submission of tender/bid on line (as specified in schedule 'E'). Tender inviting authority and Name of work, office are specified in schedule 'E'. No tender will be accepted after the specified date and time for submission of tender under any circumstances whatsoever. Bids shall be submitted online only and those received in physical form, by telegram or telex						
	and t	those received late will not be entertained						
3.		The intending Tenderers are advised to follow the important instructions of e-Tender specified in Schedule 'H' and must have valid class III digital signature to submit the bid.						
4	Doc	uments Comprising Tender						
	Part	I: (Techno-Commercial Bid)						
	i)	Form of Tender/Bid						
	ii) e-tender transaction fee shall be paid as specified in schedule 'G'							
	iii)	Earnest Money Deposit (EMD)/Bid Security in approved format as specified in schedule E.						
	iii)	Power of Attorney (as per proforma provided in Annex 5) in favour of person signing the Tender/Bid						
	iv)	Duly filled-in and digitally signed tender document consisting of:						
		a) Entire Tender Document Section I to Section VIII						
		b) All formats towards prequalification/eligibility criteria, etc. annexed hereto duly filled-in along with relevant documents						
	Part	II: (Price Bid)						
	Sche	edule of Quantities, duly filled-in online.						
5	Pre-	tender Clarifications						
		Tenderers are advised to peruse the tender and visit the site. If the Tenderer shall have						
	_	doubt as to the meaning of any portion general rules and instructions to Tenderers,						
	_	eral conditions, or the special conditions or the scope of the work or the specifications						
		drawings or any other matter concerning the work, they shall in good time i.e. till 02:00 on January 18, 2021, put forth the particulars/queries/condition Tenderer wishes to						
	TWO OIL DATIGATY TO, 2021, PULLIOITI THE PARTICULATS/QUELIES/CONTUITION TENGETED WISHES TO							

	include, if any thereof and submit them to the RBI along with details of Tenderer (viz. Name of Tenderer, contact no., email ID etc.), in writing through email (email ID: helppremises@rbi.org.in), addressed to the Tender Inviting Authority, specified in Schedule 'E' to enable the RBI to examine and to clarify the same authoritatively. RBI's decision in the matter shall be conveyed to the Tenderer / all the Tenderers before the scheduled date of authorization of the tenders. Once a tender is submitted, the matter will be decided according.								
	submission of the tenders. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification. Any tender received								
	to tender conditions in the absence of such authentic pre-clarification. Any tender received with any deviation/ Condition is liable for rejection at the sole discretion of the Employer.								
6	Amendment to Tender document								
	i) At any time prior to the deadline for the submission of tender/bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify any part of the tender document by an amendment and will be uploaded on website.								
	ii) The said amendment in the form of the addendum/ corrigendum will be made available on website of RBI to all the prospective Tenderers to whom the tender documents issued online and this communication will be in writing and same shall be binding on the Tenderers. The prospective Tenderers should promptly acknowledge receipt of the addendum/corrigendum by fax/courier/e-mail to RBI. The addendum (s), if any, issued will form part of the contract document.								
	iii) In order to afford prospective Tenderers reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.								
7	Item Rate Tender								
	The Tenderer 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 as per conditions hereto and may even be omitted thus altering the aggregate value of the Contract.								
8	Preparation of bid and Cost of bidding								
	i) The Tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.								
	ii) The Tenderer 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. The rates quoted in the tender shall include all charges including for packing, transport, handling, loading, unloading and for delivery at site. All tendered rates shall be inclusive of all taxes, cess and levies etc. payable under respective statutes.								
9	Format to be used								
	The Tenderer must fill up and submit only the tender forms/formats issued (online) by the RBI, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the								

	time allowed for carrying out the work, or which contain any other conditions of any sort,							
		ling conditional rebates, will be liable for rejection at the sole discretion of the Employer.						
10	Filling	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 tender shall be considered incomplete and shall not be considered.						
	iii)	No advice of any change in rate or conditions after the opening of the tender will be entertained.						
11	Earne	est Money Deposit (EMD)/ Bid security						
	i)	The Tenderers are required to submit Earnest Money Deposit (EMD)/ Bid Security for an amount and in the manner as specified in Schedule 'E'.						
	ii)	A tender, which is not accompanied by EMD, will not be considered. The Earnest Money will be refunded to the Tenderer if his tender is not accepted but without any interest.						
	iii) The Earnest Money Deposit paid by the successful Tenderer will be releasured award of work on submission of Performance Bank Guarantee. No interest paid on the said deposit.							
12	Signi	ng of Tender/Bid, Power of Attorney						
	i)	Each of the tender documents should be digitally signed as per instruction of e-tender specified in Schedule 'H' hereto by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Rules and Instructions to Tenderers including prequalification criteria, General Conditions of Contract, Specifications, Special Conditions and other terms and conditions etc. as laid down.						
	ii)	The tender submitted online on behalf of a firm must be digitally signed as per instructions of e-tender specified in Schedule 'H', it must be digitally signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be uploaded along with the tender, or it must be digitally signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.						
	iii) Tenderers shall submit online along with Part-I of the tender, a power of attorned a stamp paper of appropriate value and duly notarized, in favour of the person dig signing the Bid documents authorizing him to sign the Bid documents, corrections/ modifications thereto and interacting with Reserve Bank of India and as the contact person. The power of attorney shall be as per proforma provided Annex 5.							
13	Modi	fication / 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 Tenderer may withdraw its submitted Bid, provided that written notice of the withdrawal is received by RBI before the last date and time for submission of Bids. In case a Tenderer 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 D	ue Date		
		should be submitted online as specified in instructions to e-Tender on or before the ated time and date as specified in Schedule 'E'.		
		rve Bank of India may, in exceptional circumstances, and at its sole discretion, extend d due date.		
15	Late	bids		
		d will be received after the due date/last date and time specified for submission of bids ledule 'E' or after the extended Bid due date. If any.		
16	Open	ing of Bids		
	etc., of specific Schedor the specific MSTO	itted as evidence for fulfilment of prequalification criteria, technical details, literature called Part I of the tender, will be opened on e-Tender mode on the time and date, as fied in Schedule 'E', at his office, by the tender inviting authority, as specified in dule 'E' or by his authorized representative. Tenderers, who choose to be present, they are authorized representatives may present at the office of tender inviting authority as fied in Schedule 'E' or they may also attend the same through their login credentials of E' e- procurement portal by making their own arrangement/s of necessary e-tructure (viz. Computer, Internet Connection etc.) requisite to attend the process.		
	I of the on the by the represence 'E' or portal Intern	illed-in tender-Part II, of those Tenderers, who are found qualified after scrutiny of Part e tender documents and prequalification criteria, only will be opened on e-Tender mode time and date, conveyed to qualified Tenderers subsequently by the RBI, at his office, e tender inviting authority, as specified in Schedule 'E' or by his authorized sentative. Qualified Tenderers, who choose to be present, they or their authorized sentatives may present at the office of tender inviting authority as specified in Schedule they may also attend the same through their login credentials of MSTC e- procurement by making their own arrangement/s of necessary e-infrastructure (viz. Computer, et Connection etc.) requisite to attend the process.		
17		alidity		
	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 Tenderer shall not cancel or withdraw the tender during this period.			
18		ication & Evaluation of Bids		
	RBI w	ould subsequently examine and evaluate bids as below:		
	i)	Only those tenders, which meet the prequalification criteria set out in this tender, shall		

be processed further. After verification of the correctness/legality and adequacy of

		the information and supporting documents furnished and considering firms financial				
		standing, record of timely completion of works, quality of work executed, etc. and				
		Price Bids of only those Tenderers who are technically qualified as per part I of tender				
		shall be opened.				
	ii)	The price bids of unqualified Tenderers will not be opened and communication will				
		be sent in this regard.				
	iii)	Rates quoted for each item shall be considered during verification/ scrutiny.				
	iv)	If the rates written in figures and in words do not tally, then the rates quoted by the				
		Tenderer in words shall be taken as correct.				
	v)	Where the amount corresponding to rate is not worked out correctly, the rates quoted				
		by the Tenderer 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				
	,	Tenderers 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				
	VIII <i>)</i>	Individual items) of two or more Tenderers is same, then such lowest Tenderers may				
		· · · · · · · · · · · · · · · · · · ·				
		be asked to submit a revised offer quoting percentage discount on their already				
		quoted tendered amount which shall be applicable on all tender items except buy-				
		back amount. The lowest tender shall be decided on the basis of revised offer.				
		Further, if any such lowest Tenderer 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 Tenderers received in revised offer is again found to be equal,				
		then RBI shall decide the tender in favour of the Tenderer whose past performance is found to be better based on the Client's Certificates already submitted along with				
		Part I Tender and site visit report of the RBI's authorized representative / Committee,				
		if any.				
19	Acce	ptance of Tender and Award of Work				
		eceipt of intimation from the RBI of the acceptance of his/their tender, the successful				
	Tend	erer shall be bound to implement the contract and within fourteen (14) days from the				
	date	of issue of work order thereof, the successful Tenderer shall sign an agreement in				
	Biling	gual Format in accordance with the draft articles of agreement at <u>Annex 2</u> . Further, the				
	written acceptance by the Reserve Bank of India of a tender will constitute a binding contra					
	betwe	een the Reserve Bank of India and the person so tendering, whether such formal				
	agree	ement is or is not executed subsequently within fourteen (14) days from the date of				
	issue	of aforesaid work order. However, the first RA Bill shall not be accepted for making				
	paym	nent before signing off the Agreement in Bilingual Format.				
20		ormance Bank Guarantee				
	The	Tenderer whose tender is accepted, will be required to furnish performance Bank				
		antee of 5% (Five Percent) of the contract amount within the period specified in				
		, , ,				

	Schedule 'F'. This guarantee shall be from any Scheduled Bank as per the approved			
	proforma annexed hereto (Annex 4).			
21	Retention Money/ Security Deposit			
	i) In addition to the Performance Bank Guarantee under para 20 above, as further security for the due fulfillment of the contract by the Contractor, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money. This total amount (Performance Bank Guarantee + Retention Money) will be termed as Security Deposit. Earnest Money Deposit (EMD) will be released (without any interest) after award of work and on submission of Performance Bank Guarantee (PBG). RBI will release (without any interest) the Performance Bank Guarantee after completion of work and 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 (10) days after such deduction make good in cash the amount so deducted.			
	iii) The security deposit of the successful Tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.			
22	Taxes/ Duties/ Levies			
	i) Goods and service tax (GST), purchase tax, turnover tax, Excise duty or any other tax and cess applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.			
23	Time for Completion of Work			
	Time allowed for carrying out the work as mentioned in the Schedule 'E' shall be strictly observed by the Contractor and the execution of the works shall commence from such time period as mentioned in schedule F.			
24	Work Programme			
	The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the relevant clause of the General Conditions of Contract. The Tenderer shall, before commencing work, prepare a detailed work programme, as specified in the General Conditions of Contract, which shall be approved by the Engineer-In-Charge.			
25	RBI\Employer's right to accept or reject any or all the bids			
	Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of contract without thereby incurring any liability to the affected Tenderer or Tenderers. The RBI/Employer shall not assign any reason for rejection of any or all Bids.			

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

Place Date Signature of Tenderer

Section IV

General Conditions of the Contract

Definitions	1.	acception and the behalt referring true corrections the Edeem	Contract means all the documents forming the tender and otance thereof together with any correspondence leading thereto he formal agreement executed between the competent authority on f of the Employer and the Contractor, together with the documents hed to therein including the General Conditions, General rules and ctions to Tenderers, the Technical specifications, designs, drawings, spondences exchanged and instructions issued from time to time by an inspection on the contract and shall be complementary to one another.
	2.		wise requires, have the meanings, hereby respectively assigned
		i)	The expression works or work or Project shall, unless there be something either in the subject or context repugnant be construed and taken up 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/ uploaded by the Employer to the Tenderers for inviting Bids for the Project / work.
		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)	Tenderer (s) shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.

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	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 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 Bank's Engineer / Authorized representatives of Engineer-in- charge 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 Tenderer 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)	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.
	xxii)	Net Rate/Price - If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the

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Scope and	3.	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.
	ა.	
performance		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
	7.	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	6.	The work to be carried out under the Contract shall, except as otherwise
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carried out		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.
		The Contractor shall carry out and complete the said work in every
		respect in accordance with this Contract and with the directions of and
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		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:
	<u> </u>	

a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work. b) Any discrepancy in the drawings or amongst the Schedule of Quantities and/or drawings and/or specification. c) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor. d) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications. e) The dismissal from the works of any persons employed by the contractor thereupon. f) The opening up for inspection of any work covered up. g) The amending and making good of any defects noticed and reported during Defect Liability Period. 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. Sufficiency of 7. The Contractor shall be deemed to have satisfied himself before tendering as Tender 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 8. The several documents forming the Contract are to be taken as mutually and Adjustment explanatory of one another, detailed drawings being followed in of Errors (order preference to small scale drawing and figured dimensions in preference of 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. 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 method of measurement specified in Section VI. Any error in description or in quantity in Schedule of Quantities or any omission of items therefrom shall not vitiate the Contract but shall be rectified and the value thereof, as ascertained under clause 12 hereof shall be added to, or deducted from the Contract amount (as the case may be) provided that no rectification or errors, if any, shall be allowed in the contractor's Schedule of rates. The above discrepancies in Schedule of Quantities shall not release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.		
Signing of Contract	9.	The successful Tenderer, on acceptance of his tender by the Employer, shall, within 14 days from the date of issue of work award letter, sign the contract consisting of: -		
		i) Articles of agreement in Bilingual on non-judicial stamp paper/s of appropriate values conforming to Maharashtra Stamp Act incorporating latest amendments (As per extant provisions, it is Rs. 500 plus 0.1% of the amount above Rs. 10 Lakh subject to maximum of Rs. 25 Lakh. Thus, indicative value of stamp duty is Rs. 15,500/- based on the estimated cost. Actual value shall be based on the Contract amount of work). 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 successful Tenderer. Thus, the first RA Bill shall not be accepted for making payment before signing off the Agreement in Bilingual Format.		

CLAUSES OF CONTRACT

	CLAU	ISE 1
Performance Bank Guarantee	i)	The contractor shall submit an irrevocable Performance Bank Guarantee of amount indicated in the Memorandum in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance B ank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Bank Guarantee issued by any Scheduled Bank in the approved proforma annexed hereto (Annex 4).
	ii)	The Performance Bank Guarantee shall be initially valid up to the stipulated date of completion plus 30 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Bank Guarantee extended to cover such extended time for completion of work. After recording of the virtual completion certificate for the work by the Engineer-in-charge, the performance bank guarantee shall be returned to the contractor, without any interest.
	iii)	The Engineer-in-Charge shall not make a claim under the performance bank 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 Bank Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Bank 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 bank guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
		JSE 1 A
Recovery of Security Deposit	i)	The Contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running account and final bill till the sum deducted will amount to security deposit of 5% of the Contract price of

	the work. Such deductions will be made and held by the Employer by way of Security Deposit till the successful completion of Defect Liability Period.
	All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
	The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on completion of the work and settlement of final bill at the request of the contractor subject to the condition that amount of such Bank guarantee is equal to security deposit amount which shall be initially valid till end of defect liability period (DLP) + 60 days. 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.
	CLAUSE 2
Compensation for Delay	If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated in schedule 'F' and 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' for delay of work to be computed, 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.
	CLAUSE 3

When Contract can be Determined		Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in
	i)	writing absolutely determine the contract in any of the following cases:
	ii)	If the contractor has abandoned the contract 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

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comi	ering or other non-bonafide methods of competitive tendering or mits breach of Integrity Agreement.
comments that comments against properties that the transfer of the deed within the recarry	e contractor being an individual, or if a firm, any partner thereof mits an "Act of Insolvency" or shall at any time be adjudged insolvent or a receiving order or order for administration of his estate made not him or shall suffer execution or other process of court attaching erty to be issued against the contractor or shall take any proceedings quidation or composition (other than a voluntary liquidation for the ose of amalgamation or reconstruction) under any Insolvency Act for ime being in force or make any conveyance or assignment of his ets or composition or arrangement for the benefit of his creditors or ort so to do, or if any application be made under any Insolvency Act he time being in force for the sequestration of his estate or if a trust of the executed by him for benefit of his creditors and shall be unable in seven days after notice to him requiring him to do so, to show to reasonable satisfaction to the Engineer-in-charge that he is able to yout and fulfill the contract and to give security therefor, if so required the Engineer-in-charge.
wind up m offici up, a credi court	e contractor being a company shall pass an effective resolution for ing up voluntarily or shall have an order for compulsory winding nade against it or shall subject to the supervision of court and the al Assignee or the liquidator in such acts of insolvency or winding as the case may be, or if a receiver or a manager on behalf of a itor shall be appointed or if circumstances shall arise which entitle the tor the creditor to appoint a receiver or a manager or which entitle the to make a winding up order.
attac char	e contractor shall suffer any payment under this contract to be ched by or on behalf of any of the creditors or the contractor or shall ge or encumber this contract or any payments due or which may ome due to the contractor hereunder
	e contractor shall suffer an execution being levied on his goods and vit to be continued for a period of 21 days.
piece work atten	e contractor assigns, transfers, sublets (engagement of labour on a e-work basis or of labour with materials not to be incorporated in the standard parts with the entire works assign, transfer, sublet or otherwise parts with the entire works by portion thereof without the prior written approval of the Engineer-inge.
case	n the contractor has made himself liable for action under any of the s aforesaid, the Engineer-in-Charge on behalf of the Employer shall powers:
a)	To determine the contract, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive
	iii) If the allow work atten or an Char whee case have

evidence). Upon such determination, the Security Deposit already recovered and Performance Bank Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
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
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

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	aforesaid, the control sum for any work the and until the Engine of such work and th	ractor shall not be entitled to recover or be paid any ereof or actually performed under this contract unless eer-in-Charge has certified in writing the performance to value payable in respect thereof and he shall only d the value so certified.
	LAUSE 3A	
	of the contractor wi	annot be started due to reasons not within the control thin 1/8th of the stipulated time for completion of work ever is higher, either party may close the contract.
	of the Engineer-in- after notice in writin have been given be interferes with or of Employer shall reput months under the of any injunction or of cases the Contract notice in writing to the shall be entitled to executed and for a supplied or purchat arriving at the amo Contractor's originat apply, valuation shall	the amount payable by the Employer under Certificate charge shall be in arrears and unpaid for thirty days are grequiring payment of the amount as aforesaid shall by the Contractor to the Employer, or if the Employer obstructs the issue of any such Certificate, or if the adiate the Contract, or if the works be stopped for three order of the Engineer-in-charge or the Employer or by ther order of any court of Law, then and in any of the tor shall be at liberty to determine the Contract by the Employer, through the Engineer-in-charge and he recover from the Employer, payment for all works my loss he may sustain upon any plant or materials sed or prepared for the purpose of the Contract. In unt of such payment, the net rates contained in the all tender shall be followed or where the same may not all be made in accordance with Clause hereof.
	Employer stating the	vants to close the contract, he shall give notice to the failure on the part of Employer. In such eventuality, the Guarantee of the contractor shall be refunded within
	limit, then a simple Performance Bank of expiry of prescribes account of damage	k Guarantee is not released within prescribed time interest @ 0.25% per month shall be payable on Guarantee amount to the contractor from the date of dime limit. A compensation for such eventuality, on s etc. shall be payable @ 0.25% of Contract price in limit of Rs. 10 lakh.
	CLAUSE 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.	
	LAUSE 4	
Contractor liable to pay Compensation	Charge by Clause-	h any of the powers conferred upon the Engineer-in- 3 thereof, shall have become exercisable and the ised, the non-exercise thereof shall not constitute a the conditions hereof and such powers shall

even if action		notwithstanding be exercisable in the event of any future case of default
not taken under		by the contractor and the liability of the contractor for compensation shall
Clause 3		remain unaffected. In the event of the Engineer-in-Charge putting in force
		all or any of the powers vested in him under the preceding clause he may,
		if he so desires after giving a notice in writing to the contractor, take
		possession of (at the sole discretion of the Engineer-in-Charge which shall
		be final and binding on the contractor) or use as on hire (the amount of the
		hire money being also in the final determination of the Engineer-in-
		Charge) all or any tools, plant, materials and stores, in or upon the works,
		or the site thereof belonging to the contractor, or procured by the
		contractor and intended to be used for the execution of the work/or any
		part thereof, paying or allowing for the same in account at the contract
		rates, or, in the case of these not being applicable, at current market rates
		•
		to be certified by the Engineer-in-Charge, whose certificate thereof shall
		be final, and binding on the contractor, clerk of the works, foreman or
		other authorized agent to remove such tools, plant, materials, or stores
		from the premises (within a time to be specified in such notice) in the
		event of the contractor failing to comply with any such requisition, the
		Engineer-in-Charge may remove them at the contractor's expense or sell
		them by auction or private sale on account of the contractor and his risk
		in all respects and the certificate of the Engineer-in-Charge as to the
		expenses of any such removal and the amount of the proceeds and
		expenses of any such sale shall be final and conclusive against the
		contractor.
	CLAU	contractor.
Time and	CLAU	contractor.
Time and Extension for	CLAU	contractor. SE 5
Extension for	CLAU	contractor. SE 5 The time allowed for execution of the Works as specified in the Schedule 'F' with indicative work Programme in the schedule 'F-1' or the authorized
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		npleted work to the Bank (i.e. work at 13 th floor within 82 days from
	20 th Sch clau Cor Cha	date of commencement stipulated in Schedule 'F', likewise, work at a floor within 120 days from the date of commencement stipulated in needule 'F' both all complete ensuring the activities mentioned at use 5 above) and get it approved from Engineer-in-Charge. Intractor shall submit fortnight progress report to the Engineer-inarge depicting the target progress as per schedule approved by gineer-in-Charge and achieved progress.
	PR	OGRAMME CHART
i)	of w with or e with	Contractor shall prepare a detailed work programme for the execution york, showing clearly all activities from the start of work to completion, nin the stipulated period (taking in to consideration clause 5.1 above) earlier and submit the same for approval to the Engineer-in- Charge nin 7 (seven) days of award of the contract.
li)) The	programme should include the following:
	a)	Descriptive note explaining sequence of the various activities.
<u></u>	b)	Network (PERT / CPM / BAR CHART/MS Project).
iii	of w resc con sho	any time, it appears to the Engineer-in-Charge that the actual progress york does not conform to the approved programme referred above or after cheduling of milestones, on his instructions, the tractor shall produce a revised programme within 7 (seven) days, wing the modifications to the approved programme to ensure timely appletion of the work.
5.	.2) If th	e work(s) be delayed by: -
i)	forc	e majeure, or
ii)) abn	ormally bad weather, or
iii	i) seri	ous loss or damage by fire, or
iv	CIVI	commotion, local commotion of workmen, strike or lockout, ecting any of the trades employed on the work, or
v)	Eng or	ay on the part of other contractors or tradesmen engaged by gineer-in- Charge in executing work not forming part of the Contract,
vi	1101	-availability of stores, which are the responsibility of Employer to ply or
Vi	7 11011	-availability or break down of tools and Plant to be supplied or supplied Employer or
Vi		other cause which, in the absolute discretion of the Engineer-inarge is beyond the Contractor's control.
	sha in S	n upon the happening of any such event causing delay, the Contractor II immediately give notice thereof in writing to the authority as indicated chedule 'F' but shall nevertheless use constantly his best endeavors revent 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 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 for completion of work. Such extension shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing. Non-application by the contractor for extension of time 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.
	CLAU	ISE 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 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 Section VI notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards (IS 1200) or any other relevant code of practice and if for any item no such standard is available, then a mutually agreed method shall be followed.
	vii)	The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
	viii)	Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
	ix)	It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
	CLAUSE 7	
Payment on Interim Certificate to be Regarded as Advances	i)	No payment shall be made for work, estimated to cost lesser than Rs. 40 Lakh (Rs. Forty Lakh Only) except an advance [which shall be considered as per clause 7 i) a) hereunder] towards required materials consumed in ready to install parts delivered at site for installation till after the whole of the work shall have been completed and certificate of completion given. For completed works estimated to cost equal or over Rs. 40 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 approved by the Employer. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for

material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared only after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in- Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.

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". And when the works have been virtually completed and the Engineerin-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 of the retention money 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.

a) An advance of 75% of the cost of required materials consumed in ready to install parts delivered at site for installation, will be paid on request of

	of ter Th pa	e Contractor at the discretion of the Bank. The assessment of the cost required materials shall be derived either from the actuals or from the indered rate and the lesser of the two shall be considered for payment. The Contractor shall give an undertaking on stamp paper for this yment in the proforma given in Annex 9.
	rel cei	% of the amount payable to the Contractor on the RA bills will be eased as ad-hoc payment within 7 working days from the date of rtification by the Engineer-in-charge, pending test checking of work d verification of detailed arithmetical accuracy by Employer.
		e Employer shall have power to withhold any certificate if the works any parts thereof are not being carried out to his satisfaction.
	ins	p payment shall be made to the Contractor if the Contractor fails to sure the works and keep them insured till the issue of the Completion ertificate.
	ho the acc doc 45 sul pe	e amount admissible shall be paid within the specified period of nouring certificates in the schedule 'F' after the day of presentation of bill by the Contractor to the Engineer-in-Charge together with the count of the dismantled materials, if any and all required details/cuments. In case of delay in payment of Running Account bills after days of submission of bill by the contractor, provided the bill bmitted by the contractor found to be in order, a simple interest @ 3% r annum shall be paid to the contractor from the date of expiry of escribed time limit.
	add of I take En for sulfitse related the	such interim payments shall be regarded as payment by way of vances against final payment only and shall not preclude the requiring bad, unsound and imperfect or unskilled work to be rejected, removed, ken away and reconstructed or re-erected. Any certificate given by the agineer-in-Charge relating to the work done or materials delivered ming part of such payment, may be modified or corrected by any beequent such certificate(s) or by the final certificate and shall not by elf be conclusive evidence that any work or materials to which it ates is/are in accordance with the contract and specifications. Any such erim payment, or any part thereof shall not in any respect conclude, termine or affect in any way powers of the Engineer-in-Charge under econtract or any of such payments be treated as final settlement and justment of accounts or in any way vary or affect the contract
	pay to for	ending consideration of extension of date of completion, interim yments shall continue to be made as herein provided without prejudice the right of the Employer to take action under the terms of this contract delay in the completion of work, if the extension of date of completion not granted by the competent authority.
I In Case of	CLAUSE	7A
Unfixed materials when taken into		any Certificate (of which the Contractor has received payment), the in-Charge has included the value of any unfixed materials intended

account to be	for on	d/or placed an ar adjacent to the works such materials shall become the	
account to be the property of the Employer	· · · · · · · · · · · · · · · · · · ·		
	CLAUSE 8		
Completion Certificate			
	i)	The works shall not be considered as completed until the Engineer-in- charge has issued in writing a certificate of virtual completion of work. The Defects Liability Period shall commence from the date of issue of such certificate.	
	CLAU	SE 8A	
Contractor to Keep Site Clean		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. On completion of work, if the contractor shall fail to removal of tools/ tackles/accessories/arrangements etc. enabling overhead works, surplus materials and rubbish and to 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 clear the site and dispose of the same as he thinks fit, and the contractor shall have no claim in respect of aforesaid materials except for any sum actually realized by the sale thereof.	
	CLAU	SE 8B	
Completion Plans to be	i)	The contractor shall submit completion plan within ten (10) Calendar days of the completion of the work.	
Submitted by the Contractor	ii)	The contractor shall also submit the applicable technical literature/ warranty certificates etc. within ten (10) Calendar days of the completion of the work.	
	CLAUSE 9		
Payment of Final Bill		The final bill shall be submitted by the contractor in the same manner as specified in interim bills within 30 Calendar daysof the date of c issue of certificate of virtual completion by the Engineer-in-Charge. No further claims shall be made by the contractor after submission of the final bill. Tenable payments will be made within the period of 90 Calendar days, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge complete with account of materials wherever applicable.	
		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.	
	CLAU	SE 9A Payments due to the contractor shall be made to his bank through NEFT.	

Payment of Contractor's Bills through electronic means	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. Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a- vis the Employer.
Materials to be	i) The contractor shall, at his own expense, provide all materials, required for the works.
provided by the Contractor	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 make/brand specified in the list of approved makes of materials at Section VI. The contractor shall, if requested by the Engineer-in- Charge furnish proof along with Material Test Certificates (MTC) of manufacturer, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within two 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. In case of non availability of make/brand specified in the list of approved makes of material at section VI and the Contractor submit the documentary evidence for the same to the satisfaction of Engineer-in-Charge, proposed materials shall be tested in accordance with specifications following the Indian Standard Codes of Bureau of Indian Standard and / or applicable code of material testing and specifications, and approval of the Engineer-in-Charge in such case shall be issued after receipt of satisfactory test results of materials satisfying the specifications and standards. iii) The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed, if required for approval of material 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.
		0544
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	i)	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. In the case of any class of work for which there is no such specifications
	,	as referred above, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the

		Engineer-in-Charge.
	iii)	The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.
Action in case	CLALL	
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 365 Calendar days 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

		is so the s and/o remo	conable during the preparation of on account bills or final bill if the item acceptable without detriment to the safety and utility of the item and structure or he may reject the work outright without any payment or get it and other connected and incidental items rectified, or eved and re-executed at the risk and cost of the contractor. Decision a Engineer-in-Charge to be conveyed in writing in respect of the same the final and binding on the contractor.	
	CLAU	SE 12		
Deviations/ Variations Extent and Pricing		The Engineer-in-Charge shall have power (i) to make alteration omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may apper him to be necessary or advisable during the progress of the work, and to omit a part of the works in case of non-availability of a portion of site or for any other reasons and the contractor shall be bound to out the works in accordance with any instructions given to him in which signed by the Engineer-in-Charge and such alterations, omissing additions or substitutions shall form part of the contract as if origing provided therein and any altered, additional or substituted work where the contractor may be directed to do in the manner specified above as of the works, shall be carried out by the contractor on the same conditionally respects including price on which he agreed to do the main of except as hereafter provided. The Engineer-in-Charge shall be the final authority to decide whereany item of work is extra/ deviation/ substitution item.		
	12.1	resu	time for completion of the works shall, in the event of any deviations ting in additional cost over the Contract price sum being ordered, ktended, if requested by the contractor, as follows	
		i)	In the proportion in which the additional cost of the altered, additional or substituted work (The difference of Final completed cost of work (including the financial impact of all extra, substituted and deviated items but excluding the financial impact due to operation of price adjustment clause) and the Contract price), bears to the original Contract price plus	
		ii)	25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.	
Deviation - Extra	12.2	A)	Items that are completely new, and are in addition to the items contained in the contract	
Pricing			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	

		olves loss or expense beyond that reasonal Contractor or is by reason of such or dered unreasonable or inapplicable, the all fix such other rate or price as in the circle in the casonable and proper, with the prior a Employer.	mission or addition Engineer-in-charge cumstances he shall
		nere extra work cannot be properly measintractor shall be allowed day work prices as the tender of the Priced Schedule of Quated, then in accordance with the local orges for the district, provided that in eiterifying the daily time (and if required large, the workman's name) and materivered for verification to the Engineer resentative at or before the end of the work the work has been executed.	s the net rates stated antities or, if not so day work rates and ther case vouchers by the Engineer-in- trials employed be er-in-charge or his
		the case of extra item(s) (items that are come addition to the items contained in the contagonal within seven (07) Calendar days of currence of the item(s) claim rates, supported by method shall be followed rated on the "actual cost basis" plus 15% towarges, contractor's overhead and profit a large shall within prescribed time limit of the opported by analysis, after giving consideration rates submitted by the contractor, determined sis of the market rates and the contractor cordance with the rates so determined.	rract), the contractor of receipt of order or orted by proper rate as far as possible) wards establishment and the Engineer-in-receipt of the claims on to the analysis of hine the rates on the
Deviation - Substituted	В)	ns that are taken up with partial substitution work in the contract	or in lieu of items
Items and Pricing		he case of substituted items (items that are estitution or in lieu of items of work in the the agreement item (to be substituted) all, wherever possible, be derived out of eed schedule of quantities in the manner owing para.	e contract), the rate and substituted item the rates given in
		The net rates or prices in the original tenthe valuation of the extra work where similar character and executed under the work priced therein.	such extra work is of
		The net prices of the original tender value of the items omitted provided if conditions under which any remaining carried out the prices for the same sh sub-clause (A) thereof.	omissions vary the items of works are

			c) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
			d) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
Deviation - Deviated Quantities and Pricing		C)	In the case of contract items, substituted items, contract cum substituted items which exceed the pre-specified limits over the tender quantity
			In the case of contract items, substituted items, contract cum substituted items, which exceed the pre-specified limits laid down in Schedule 'F', the contractor may within seven (07) calendar 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 seven (07) Calendar days of occurrence of the excess and after taking into consideration any reply received from him within immediate next seven (07) Calendar days of the receipt of the notice, revise the rates for the work in question within ten (10) Calendar days of the expiry of the said period of seven (07) Calendar days of reply to notice by contractor having regard to the market rates.
	12.3		The prescribed time limit for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is ten

	(10) Calendar days.				
	(13) 2 112 122 123 123 123				
	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.				
	CLAUSE 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;				
	Employer shall have the option to take over contractor's materials or any part thereof either brought to site or at workshop (factory) or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Employer shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Employer, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, labour in fabrication & installation, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.				
	The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.				
	CLAUSE 14				
Carrying out	If contractor:				
part work at risk & cost of 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				
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- 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
- 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:

- Take possession of the site and any materials, implements, stores, etc., thereon; and/or
- 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. In addition to it, 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 fifteen (15) Calendar days.

If the contractor fails to pay the required sum within the aforesaid period of fifteen (15) Calendar days, the Engineer-in-Charge shall have the right to sell

	any or all of the contractors' unused materials kept at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any			
	• •	•	ts or made any advance on any account or with a view to the the work or the performance of the contract.	
Curananaian af		ISE 15		
Suspension of Work	i)	Char susp in su as n	contractor shall, on receipt of the order in writing of the Engineer-inge, (whose decision shall be final and binding on the contractor) and the progress of the works or any part thereof for such time and och manner as the Engineer-in-Charge may consider necessary so ot to cause any damage or injury to the work already done or anger 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:	
	b)	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)	Char	e works or part thereof is suspended on the orders of the Engineer-inge for more than three months at a time, except when suspension is red 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 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.

CLAUSE 16

Contractor Liable for Damages, defects during defect liability period

If the contractor or his working people shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, or other faults appear in the work within Defects Liability Period stated in schedule 'F' or, if none stated, then within 365 Calendar days after a certificate of virtual 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 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.

Setting out of works

Clause 17

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within the Defect Liability Period after completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer-in-Charge.

The checking of any setting-out or of any line or level by the Engineer-in-charge or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting out the works.

All relevant Statutory Laws to be complied by the Contractor

CLAUSE 18

i)

ii)

The contractor shall comply with provisions of all relevant laws in connection with the work, as may be applicable viz. Contract Labour (R&A) Act, 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971, Minimum Wages (Central) Rules 1950, Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, ESI Act 1948, EPF Act 1952, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act 1996, Building and other Construction Workers Act 1996, or the modifications thereof or any other relevant laws and rules made thereunder from time to time etc. All applicable labour licenses etc. shall be obtained by the Contractor before the commencement of the work, and continue to have a valid license until the completion of the work.

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.

	[]
	The contractor shall indemnify as per the format provided at Annex 7 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.
	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.
	CLAUSE 18 A
	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 execution works where the labour have an easy access to the individual floors of building, 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.
	CLAUSE 18 B
	It shall be the responsibility of the contractor to see that the site under execution is not occupied by anybody unauthorizedly during the work, and is handed over to the Engineer-in-Charge with vacant possession of the site. If such site though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said site in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, the provisions of clause 2 shall be applied by the Employer 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 execution and handing over.
Ensuring	CLAUSE 18 C
Payment and Amenities to Workers if Contractor fails	In every case in which by virtue of the provisions of the Acts, as may be applicable, Employer is obliged to pay any amounts for workers employed by Contractors, Employer will recover from the contractor, the amount so paid or the amount of expenditure so incurred; and 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 so made against the provisions of applicable Acts, 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.
Authorities and	CLAUSE 19
Notices	(i) The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and other companies and/or authorities, as may be applicable, with whose systems the operations / activities involved in successful completion of work right from the beginning are connected.

	(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.		
Work not to be sublet. Action in case of insolvency	CLAUSE 20 The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.		
Changes in firm's Constitution to be intimated	CLAUSE 21 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 20 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 20.		
Contractor to Supply Material, Machinery, Equipment, Tools & Plants etc.	CLAUSE 22 Contractor shall not establish any fabrication / manufacturing plant at site. All-ready to install components of work fabricated at factory/workshop of contractor shall be delivered at site and installation/assembling of same shall be done at site. The contractor shall arrange at his own expense all materials (including consumables), 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, accessories to reach up to working height level in case of overhead works and temporary works required for		

	the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.		
Settlement of Disputes & Arbitration	CLAUSE 23 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:		
	i)	The decision, opinion, direction, certificate of payment issued by the Engineer-in-Charge in respect of all or any of the excepted matters as provided in the contract shall be final, conclusive and binding on the parties hereto and shall be without appeal. Such decision may be in the form of a final certificate or otherwise.	
	ii)	All other disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Competent Authority of the Employer as specified in the schedule 'F'. The designated authority shall state its decision in writing within 28 days from the date of receipt of reference from the contractor.	
	iii)	But If the Competent Authority (CA) fails to give his decision within the aforesaid period or if either party be dissatisfied on any matter it may, within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case there is no agreement on the appointment of arbitrator, the employer shall prepare a panel of three person's names and forward to the contractor to select one among them as arbitrator.	

The arbitrator so appointed/selected shall confine himself only to the dispute/difference referred to him while adjudicating and pronouncing his decision.

The arbitrator shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator is given, abide by the decision of the Employer. 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'.

Contractor to indemnify Employer against Patent Rights

CLAUSE 24

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.

Nominated Sub-Contractors

CLAUSE 25

(i) All Specialists, Merchants, Tradesman and other executing any work of

		supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Engineer-in-charge are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.		
	(ii)	with obje	nominated Sub-Contractor shall be employed on or in connection the works against whom the Contractor shall make reasonable ction or (save where the Employer and Contractor shall otherwise e) who will not enter into a Contract provided:	
		a)	That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contract as the Contractor is under in respect of this contract.	
		b)	That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.	
		c)	Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Engineer-in-charge's Certificate provided that before any certificate is issued, the Contractor shall, upon request, furnish to the Engineer-in-charge proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, on the default whereof, the Employer may pay the same upon a Certificate of the Engineer-in-charge and deduct the amount thereof from any sum due to the Contractor. The exercise of this power shall not create brevity of contract as between Employer and Sub-Contractor.	
Withholding and lien in respect of sum due from contractor	i)	Whenever any claim or claims for payment of a sum of money aris of or under the contract or against the contractor, the Employer's entitled to withhold and also have a lien to retain such sum or such sum or such error in part from the security, if any deposited by the contract for the purpose aforesaid, the Employer shall be entitled to within security deposit, if any, furnished as the case may be and also a lien over the same pending finalization or adjudication of ar claim. In the event of the security being insufficient to cover the contractor, the Employer shall be entitled to withhold and have a retain to the extent of such claimed amount or amounts referred to from any sum or sums found payable or which may at an thereafter become payable to the contractor under the same or any other contract elsewhere with the Reserve Bank pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or no so withheld or retained under the lien referred to above by Employers.		

	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.			
	Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon whatsoever.			
Lien in respect	CLAUSE 27			
of claims in other Contracts	Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way 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.			
	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.			
Return of	CLAUSE 28			
Surplus materials	Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Employer by purchases made under orders or permits or licenses issued by Government, the contractor shall hold the said materials economically and			

solely for the purpose of the contract and not dispose them off without the written permission of the Employer and return it to Employer, if required by the Employer, all surplus materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the purchase price thereof inclusive of applicable taxes 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.

Water and Electric power supply for work

CLAUSE 29

Bank will make available water and electricity power supply required at one point free of charge. Contractor shall make their own arrangement for further extension of connection if any with safety fixtures and nothing extra will be paid for the same.

Insurance in respect of damages to Persons and Property

CLAUSE 30

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

The Contractor shall reinstate all damage of every sort mentioned in this

	clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.		
	The Contractor shall also indemnity and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works.		
	The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or Sub-Contractor and shall at his own expense effect and maintain until the Virtual Completion of the Contract with an Insurance Company approved by the Employer a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.		
	In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.		
	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.		
all a	e Contractor shall also indemnify and keep indemnified the Employer against and any costs, charges or expenses arising out of any claim or proceedings ating to the works and also in respect of any award of damage or mpensation arising therefrom.		
res pay cha	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.		
the dili	The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid		

to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Engineer-in-charge may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the Contractor shall also cause all nominated sub-Contractors to effect, for their respective portions of the works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated Sub-Contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the Sub-Contractor to take out such policy or policies of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub-Contractor.

Employment of Staff and employees

CLAUSE 31

Contractor's Superintendence, Supervision,

- i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract until the expiry of the "Defects Liability Period" stated in schedule F.
- ii) The contractor shall provide and employ on the site only such supervisor as are skilled and experienced in their respective fields and competent to give proper supervision of the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

- iii) The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.
- iv) The contractor shall arrange for police verification of the staff and labours before commencement of the work at his own cost.

Levy/Taxes payable by Contractor

CLAUSE 32

Goods and service tax (GST), Building and other Construction Workers Welfare Cess or any other tax or Cess, as may be applicable in respect of this contract shall be payable by the contractor and Employer shall not entertain any claim

	whatsoever in this respect.				
	·				
	If pursuant to or under any law, notification or order any royalty, cess or the becomes payable by the Employer and does not any time become payable the contractor to the State Government/ Local authorities in respect of a material used by the contractor in the works, then in such a case, it shall be law to the Employer and it will have the right and be entitled to recover the amo paid in the circumstances as aforesaid from dues of the contractor.				
	CLAUSE 33				
Conditions for reimbursement of levy/taxes if levied after receipt of tenders	All tendered rates shall be inclusive of all taxes, cess 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 substantiating 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.				
	The contractor shall, within a period of fifteen (15) Calendar 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.				
O# D	CLAUSE 34				
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.				
If relative	CLAUSE 35				
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 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.

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.

No Employee of the Employer to work as Contractor within one year of retirement

CLAUSE 36

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.

Compensation during warlike situations

CLAUSE 37

The work (whether fully constructed or not) and all materials, machines, tools 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 the Engineer-in-Charge. The contractor shall be paid for the assessed by damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is

	considered reasonable by the Engineer-in-Charge.				
	CLAUSE 38				
Direction and approval of Engineer-in- charge	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.				
	CLAUSE 39				
	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.				
Non-Disclosure	CLAUSE 40				
Pact	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.				
Sexual	CLAUSE 45				
Harassment of women Act, 2013	 a) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency of the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.* b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. 				

- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Place:	
Date:	Signature of Tenderer

Section V

SPECIAL CONDITIONS OF CONTRACT

	CLAUSE SC 1	
General	Special conditions of Contract shall be read in conjunction wit General Conditions of Contract, specifications of work, drawing any other documents forming part of this contract, whereve context so requires.	s and
	Notwithstanding the sub-divisions of the document into sep sections, schedules, annexures etc., every part of each shadeemed to be supplementary to and complementary of every part and shall be read with and into the contract so far as it may practicable to do so.	all be other
	Where any portion of the Special Conditions of Contract is reput to or at variance with any provisions of the General Condition Contract then unless a different intention appears, the provision the Special Conditions shall be deemed to override the provision the General conditions of Contract only of the extent that repugnance or variations cannot and shall be to the extent that repugnance or variance cannot be reconciled with the General Conditions of Contract.	ns of (s) of (s) of such such
	Wherever it is stated anywhere in this tender document that such such supply is to be effected or such and such work is to be careful, it shall be understood that the same shall be effected / carried by the Contractor at his own cost, unless a different intentification specifically stated.	arried ed out on is
	The items given in Schedule of Quantities shall be read in conjur with materials and job specifications and relevant drawings.	nction
Responsibilities of contractor	The CONTRACTOR shall be entirely responsible for executin work covered under this Tender document in a safe, efficien expeditious manner as per the time schedule, specifications, draw and work aids equipment such as transportation equipment, tool tackles as well as teasing appliances and the necessary superversion personnel, skilled, semi-skilled and unskilled labour shall be proby the CONTRACTOR to achieve the monthly/weekly targets an overall time schedule.	t and wings s and visory vided
	The CONTRACTOR shall ensure that local labour, unskilled as as skilled, to the extent possible and available from local resou are preferably employed on the work.	
	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 including in the prices quoted and no separate payments on account of sufficiency.	uded uch
	It shall be entirely the CONTRACTOR's responsibility to provide operate and maintain all necessary equipment, scaffoldings and safety gadgets, lifting tackles, tools and appliances to perform the work in a safe and efficient manner and complete all the jobs as time schedules.	ne per
	Preparing approaches and working area for the movement mate shall also be the responsibility of the CONTRACTOR. The	rials

			RACTOR shall acquaint himself with access availability etc. to			
	\ di\		e suitable allowances in his quotation.			
	vi)		ocurement and supply in sequence and at the appropriate fall materials and consumables shall be entirely the			
			RACTOR's responsibility and his/her rates for execution of			
			vill be inclusive of supply of all these items.			
	vii)		RACTOR shall take all steps to see that normal functioning of			
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		ng Office/Public life/ Public traffic is not affected/obstructed			
			executing the work. Stacking of materials, equipment, tools and			
			es involved in movement of equipment or materials should not			
			any hindrance for the movement of other vehicles and people.			
	viii)		orks to be undertaken by the Contractor shall inter-alia include			
		the foll	owing:			
		a)	Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.			
		b)	Pre-commissioning tests as per relevant standard			
		,	specifications, code of practice, Acts and Rules wherever required.			
		c)	Contractor shall provide all the shop drawings or layout			
		,	drawings for all the coordinated services before starting any			
			work or placing any order of any of the services etc. These			
			shop drawings/layout drawings shall be got approved from			
			Engineer-in-charge before implementation and this shall be			
			binding on the Contractor. The Contractor shall submit			
			material submittals along with material sample for approval of			
			Engineer-in-Charge prior to delivery of material at site.			
	ix)		ver the 'basic rate' for the material is specified, the contractor			
			irnish all the paid bills for Employer's verification. The purchase			
		rate shall be got approved from the Engineer-in-charge before				
		1 .	sing. The adjustment in price shall be made only on measured			
			y. No overhead and profit shall be considered on the cost			
			nce. The basic prices are ex-godown and are inclusive of all			
			able taxes and duties levied by Local authority / Government			
			coluding transportation to site, loading, unloading, storing and			
			ng etc. The rate quoted for the items shall include transportation			
	6	•	loading, unloading, storing and handling etc.			
Role of		SE SC				
employer			(Reserve Bank of India, Mumbai) shall administer and directly			
		-	upervision of works, to test and examine any materials to be			
			manship employed in connection with the works, monitoring of			
	progre		spection, certification of bills, making payments and n of various terms, conditions and stipulations of the contract.			
						
Architect	CLAUSE SC 4					
	Banks	s in hous	e Architect will provide the layout plans.			
Green building		SE SC 5				
requirements	The Contractor shall adopt the construction practices and materials in line					
	with the requirements specified in schedule 'G'. The Contractor shall strictly follow the instructions of Engineer-in-charge in this regard.					
	CLAUSE SC 6					
	·					

I	The state of the s	Son Tondones shall be desired to been stated the state and	
Inspection of Site	The intending Tenderer shall be deemed to have visited the site and examined the Site and its surroundings and familiarized themselves thoroughly with the site conditions as to the nature of the ground and sub-soil and the form and nature of the Site before submitting the tender. Non familiarity with the site conditions will not be considered as reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit, the intending Tenderer may contact the Employer.		
	CLAUSE SC	27	
Services	The Contractor shall take due and proper care during execution of work to protect Existing water/electric services from damage. In case, during the execution of work, the Contractor notices some services which require rerouting, the same shall be brought to the notice of the Engineer-in-charge. As per the instructions of Engineer-in-charge, further action for rerouting shall be undertaken. If the Contractor is advised by the Engineer-in-charge to carry out the required re-routing, the work shall be treated as Extra item of work and shall be dealt as per the relevant clause of GCC.		
	CLAUSE SO	28	
Handing over of site	i) The	Contractor shall be required to complete the following umentation with regard to the work within fourteen days from the of award of work:	
	a)	Signing of the agreement on adequate value of Non-Judicial stamp paper as per the approved format	
	b)	Obtaining and submitting all the required Insurance Policies as specified in the relevant clause of General Conditions of Contract and of specified value mentioned in schedule 'F'	
	c)	Submission of the specified Bank Guarantees mentioned in Schedule 'F' or submission of documentary evidence of having instructed his Banker to prepare the specified Bank Guarantee	
	d)	Obtaining and submitting the original Labour License or submitting the documentary evidence of having applied to the statutory authority in the prescribed form for Obtaining the Labour License if applicable.	
	e)	Submitting the details/ documents of the Contractor's site team as specified in relevant clause of General Conditions of Contract and schedule 'F' for obtaining approval of Engineer-in-charge.	
	f)	Submitting the detailed work programme as specified in the relevant clause of General Conditions of Contract for approval of the Engineer-in-charge	
	requested world The mer possible time		
	CLAUSE SC 9		

Drawings	The CONTRACTOR shall keep one copy of all drawings on the works and Employer or his representative shall at all reasonable time have access to the same. Before the issue of the final certificate to the CONTRACTOR he shall forthwith return to the EMPLOYER all drawings and specifications.			
	Drawings accompanying the tender documents are indicative of the scope or work and issued for tendering purpose only.			
Further drawings and Instructions	CLAUSE SC 10 The Engineer-in-Charge shall have full power and authority to supply drawings to the Contractor from time to time during the progress of the Works such further drawings for adequate execution and maintenance of the Works and the Contractor shall carry out and be bound by the same.			
Contractor's Barricades	i) Contractor shall erect and maintain at his own cost barricades required in connection with his operation to guard or protect the working area including storage, etc.			
	ii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked with suitable red markers at night without any extra cost.			
	iii) The Contractor shall also comply with the provisions of Environment Protection Act with regard to air, water & noise pollution. iv) The Contractor shall provide suitable construction safety nets, if applicable, to prevent damage to man / material at site without any extra cost			
Site Facilities	CLAUSE SC12			
	CONTRACTOR shall arrange for storage space for keeping own tools/tackles and other materials for performance of work under this contract. Whereas space will be provided by the RBI free of cost, the safety and security including safety of materials for erection purpose as well as subsequent removal of the same on completion of 'Work' under this contract are the responsibility of the CONTRACTOR.			
	Lighting The CONTRACTOR shall ensure that the entire site is provided with adequate lighting at all times when the work is in progress. He shall also make additional arrangements for lighting for carrying out work at night, whenever required. All costs in this connection shall be borne by him.			
	Compressed Air The Contractor shall make his own arrangement for Portable compressors, pumps, temporary piping for compressed air, if required, for the work including all necessary accessories, fittings etc. at his own cost for cleaning, flushing etc.			
	CLAUSE SC13			

Execution work Equipment	The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate and appropriate equipment and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the requirements of the work so as to suit the work schedule. No equipment shall be supplied by the Employer. Contractor shall assess the actual requirement based on the quantum and nature of work and arrange to provide the same to achieve the progress as per the approved work programme.			
Plant etc. to be exclusively for use on the works	i) All plants, tools and equipment and materials provided by the Contractor shall when brought on to the Site be deemed to be exclusively intended for the execution of work in this document and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another or moving it outside the site for repairs) without the previous consent in writing of the Engineer-in-Charge which shall not be unreasonably withheld. ii) Clearance of Site on Completion: On completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant, tools and equipment remaining thereon and any unused materials			
Care of works /plant/equipment	CLAUSE SC15 From the commencement to the completion of the Works/Plant/Equipment, the Contractor shall take full responsibility for the care thereof and in case any damage loss or injury shall happen to the Works/Plant/Equipment or to any part thereof from any cause whatsoever shall at his own cost repair and make good the same so that at completion the Works/Plant/Equipment shall be in good order and condition and in conformity in every respect with the requirements of the contract. Finished Flooring shall be protected by suitable means while carrying out the work either internally or externally and at no extra cost. Temporary used materials (e.g. Cable, pipe, valve etc.) shall not be used for permanent work. All the bought-out items supplied by the Contractor and billed to Employer shall be considered as Employer's Property and due care shall be taken for safety of these by the contractor till handing over of work.			
Quality Assurance and Quality Control	 i) The reports of the test shall be submitted to the Engineer-in-charge as and when the tests/ quality assurance & control checks are carried out as per the contract. The Engineer-in-charge, after evaluation of the results of tests may decide to either reject or accept the respective materials/ works etc. In case of rejection, the Contractor shall have to replace the defective material/ work at the earliest without any additional cost. ii) In case the CONTRACTOR fails to follow the instructions of Engineer-in-charge in this regard, the Engineer-in-charge may suspend the work till such time the quality of the work is ensured. No compensation for delays on account of such suspension of work shall be considered. 			
Materials at Basic Prices/ Basic rates	i) For carrying out certain items of work, the tender provides for procurement of certain materials at "Basic Prices/ Basic Rates" as specified in the tender document. ii) While quoting the rates, the Tenderer should base their item rates			

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		at "the Basic Prices" wherever specified. The said prices are ex- Godown and are inclusive of all applicable taxes and duties levied by Government or any other statutory body and excluding transportation to site, loading, unloading, storing and handling etc. The rate quoted for the items shall include transportation to site, loading, unloading, storing and handling etc. (ex-Godown referred here will be dealer's Godown or Rail head within the Municipal or city limits or the city where the work is being done).			
	iii)	The contractor shall obtain written approval from the Engineer-in- charge for material and purchase price before procuring any material for which "Basic Price/ Basic Rate" is specified in the tender Document.			
	iv)	Basic Price adjustment shall be done on the measured quantities for the finished items of work with specified "Basic Prices/Rates". While carrying out price adjustments, no other components such as wastage, transportation, loading, unloading, handling, insurance, labour, etc. shall be taken into account.			
	V)	The contractor shall submit copies of all tax paid vouchers (original tax paid vouchers shall be shown to the Engineer-in-charge for verification as and when required by him) for full quantity for all items to the Engineer-in-charge in support of their claim for adjustment in Basic Rates/Prices. In absence of these documents, his claim for adjustment in Basic rates/Prices shall not be considered.			
Documents to be	CLAU	SE SC 18			
maintained at site	a)	The Registers/ Documents specified at Schedule 'D' shall be maintained at site by the Contractor at his own cost and updated regularly.			
	b)	These documents shall be available for inspection by Employer's representative or Engineer-in-charge or his representative during his site visit at all reasonable times.			
	c)	After completion of work, the Contractor shall submit the duly completed registers/ documents along with all the drawings issued to him for construction purpose to the Engineer-in-charge before submission of the Final bill.			
Progress Monitoring by the	CLAUSE SC 19				
Engineer-in- charge	i)	The contractor shall submit his programme for approval of Engineer-in-charge within 07 days from the date of award of work as specified in the clause 5 of the Clauses of Contract.			
	ii)	On the basis of the approved programme, the Engineer-in-charge shall monitor/ review the progress through site meetings on fortnight 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 fortnight (duration under review) and the planning for the next fortnight and materials received during the fortnight (duration under review) and expected to be received during next fortnight.			

		Ь	The reasons for major deviations in planned schedule and the	
		В	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.	
		С	Statement of deployment of resources (men and machine) and variations, if any, from the planned schedule	
		D	List of Variations / extra items if any carried out during the	
			previous month (period under review)	
	CLAU	SE SC 2	20	
Measurement, Billing and Terms of payment	i)	General as def quantitic practical adopte of work any pre-	ork shall be measured from time to time as provided in the all Conditions of Contract. The units of measurements shall be ined in the specific item description in the Schedule of les. If for any item or part thereof, physical measurement is not able, measurements given in the execution drawings shall be d.(ii) As and when the Contractor feels that the gross value done after adjustment of the value of work already received in evious bill and adjustment of advances, if any, has crossed the old value specified in the Schedule 'F' for Running Account Bill,	
			raise a bill and submit to the Engineer-in-charge for payment.	
			shall invariably be accompanied with following documents:	
		a)	The signed measurements, as specified in the General Conditions of Contract.	
		b)	The progress reports of the concerned period.	
		c)	Test certificates/ reports of any material considered for the	
			first time in the Contractor's bill	
		d)	Checklist indicating validity of the labour license, all the	
		e)	Insurance Policies, PBGs Documents evidencing the price of materials (e.g. Tax paid	
			vouchers etc.) considered in the bill where Basic Rates are	
		£/	mentioned, as applicable.	
	ii)	f)	Delivery challans of the materials. ngineer-in-charge reserves the right to refuse to accept the	
	")	Runnin	g Account bill, if any of the document as above is not submitted with the bill.	
	iii)		he bill is received along with all the required documents, the	
		Engineer-in-charge shall arrange to process the bill and the payment due to the Contractor shall be released through NEFT within the		
	iv)		ed period for honouring the certificates. completion of work and completing all the contractual	
	'''		sibility, the measurement sheets shall be signed jointly by the	
			ctor or his authorized representative and Engineer-in-charge or	
			horized representatives. The Contractor shall then submit the	
			Ill to the Engineer-in-charge. The Final Bill shall necessarily be	
		a)	ted along with the following documents: The signed measurements, as specified in the General	
		,	Conditions of Contract.	
		b)	The copy of last progress report, evidencing the completion of	
		.	work. Test certificates/ reports of any material considered for the first	
		,	time in the Contractor's bill	
		f)	Checklist indicating validity of the labour license, all the	
			Insurance Policies, PBGs	

		g)	Documents evidencing the price of materials (eg Tax paid vouchers etc.) considered in the bill where Basic Rates are		
			mentioned, as applicable.		
		h)	Delivery challans for the materials		
		j)	All the required documents of Guarantees/ warranties (e.g. Structural stability, safety, sturdiness and self-supportiveness etc. of system as mentioned in the specifications of respective items)		
		k)	"No claim" certificate by the Contractor except as included in the Final bill.		
		l)	Completion plans/ drawings/ details as specified in the General Conditions of Contract		
	(v)		ngineer-in-charge reserves the right to refuse to accept the Final any of the document, as above, is not submitted along with the		
	vi)	the E paymenthe sp	the Final bill is received along with all the required documents, ngineer-in-charge shall arrange to process the bill and the ents due to the Contractor shall be released through NEFT within ecified period for honoring the certificates. No revised Final Bill be considered by the Employer.		
	vii)	All statutory deductions shall be made from the payments due to the Contractor.			
	Claus	e SC 21			
Other Conditions [to be complied with while working at site i.e. at 13th	(i)	encro	actor and / or any of their representative, labour etc. shall not each upon common passage of floor and shall not use common belong to the concerned society of the building.		
floor (in Wing E) &	(ii)	Clean	liness on chajjas shall be maintained.		
20 th floor (in Wing F) at Maker Tower, Near World Trade Centre, Cuffe Parade, Mumbai]	(iii)		rs shall not be allowed to work between 10.00 PM to 7.00 AM the site and no worker shall be allowed to stay overnight at site.		
	(iv)	prescr not be	actor shall clear the debris only in gunny bags within the libed hours i.e. between 7.00 PM to 10.00 PM. Contractor shall allowed to store any debris in the common compound of society by or on the ground floor.		
	(v)		naterials shall be allowed to be carried in or out only between the M to 10.00 PM. Truck/Tempo shall not be allowed within Society bund.		
	(vi)		OVID related precaution and protocols shall be followed by the actor, their all representatives and labours etc.		

Signature of Tenderer

Date :-

VI (a): Technical Specifications for SPECIFICATIONS GENERAL

These specifications are for work to be done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under supervision and to the entire satisfaction of the Employer.

Scope of work shall be including design, fabrication, supply and fixing / installation in position factory made Modular workstation system including work surface and other associated accessories / utilities etc., cabin / cubical partition system including work surfaces / tables and other associated accessories / utilities etc. complete all as specified in the tender. Contractor shall provide designed / proprietary sections. However, minimum size of sections etc. shall be adopted as mentioned herein. Contractor shall submit a warranty of 05 years certifying the sturdiness, stability, self-supportiveness and structural safety of the system. Positive variations in this regard (i.e. structural design) shall not be paid, however, negative variations, in this regard, if any shall be adjusted (i.e. deducted) from the overall value of the work. Any variation approved by the Bank whether positive or negative on account of change in layout or quantities shall be adjusted (i.e. paid or deducted) respectively as per the respective tender clauses.

The workmanship is to be the best available and of a very high standard, use must be made of specialist tradesmen in all types of work and necessary allowance must be made for the same in the rates quoted. The materials and items to be provided by the Contractor shall be the best of their respective kinds as specified in the tender, as per approved make & shade and in accordance with the samples approved. Where materials or products are specified in these specifications and/or Schedule of Quantities by the name of the manufacturer of the brand name, trade name or catalogue reference, the Contractor will require to obtain prior approval of Engineer-in-Charge for using substitute material or product. The Contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Bank's Engineer.

The thickness of the matt finish powder coating mentioned herein shall be minimum 40 micro-meters (microns). A certificate guaranteeing the thickness and also minimum 05 years life of powder coating shall be furnished along with each supply.

Samples of all materials are to be submitted to the Employer for his approval before the Contractor orders or delivers in bulk in the site. Samples together with their packings are to be provided by the Contractor free of charge and approved samples will be retained by the owner and designer for comparison with the materials which will be delivered to the site.

Should any materials be rejected by the Employer, they will be removed from the site at the Contractor's expense. Also the Contractor will be required to submit specimen finishes of colours, fabrics, etc. for approval of Bank's Engineer / Employer before proceeding with the works. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for approval of the Employer who will retain two copies, all at the Contractor's expenses.

Prelaminated particle board shall be Type III Garde II (Interior Grade) and medium density fiber (MDF) board shall be Grade II (Interior Grade). All the materials shall conform to the IS Code (s) and / or relevant Code (s) of practice specified at 'Testing of Material and Quality Assurance' in Schedule B.

(A) WORKSTATIONS:

1. WORKSTATIONS - PARTITIONS FOR WORKSTATIONS:

- (a)Work shall generally be carried out as per details shown on Standard Workstations for officers Grade B / A/ class III (with Aluminum Extrusion Sections Framework) Drawing No.1140 sheet no 10 r 5 and others drawings listed in tender).
- (b)Concealed portion of partition-framework shall be made out of Extruded aluminum sections both for horizontals and verticals, having minimum wall / formation thickness of (16 SWG) 1.5mm and nominal sizes 50 x 50 mm Aluminum extruded corner post, Aluminum sections horizontal and vertical made from 16-gauge (1.5 mm) extrusions and nominal sizes in combination of 50 x 50 mm and 50 x 10 mm. The partition shall be finished with profiled aluminum alloy extruded trims (horizontal- top and vertical-end stripe) of 15 x 50 mm (or overall thickness of (16 SWG) 1.5 mm and (ii) panel finishes with aluminum alloy flats / trims of 25 mm and having minimum wall / formation thickness of (18 SWG) 1.2 mm.. The framework including aluminum alloy flats / trims-extrusions shall be powder coated all- over in approved colour-shades of the powder paint of approved make/manufacture. The thickness of the matt finish powder coating shall be minimum 40 micro-meters (microns). A certificate guaranteeing the thickness and also minimum 05 years life of powder coating shall be furnished along with each supply. The components of framework shall be assembled and put together in such a way that no screws/fasteners are visible on external surfaces.
- (c) The partition walls shall be minimum 50 mm thick and shall have double skin fixed flushed on both sides excluding in the glazed portion. The construction shall be such that no screws / fasteners is visible on external surfaces. The partition work shall be sturdy, strong, self-supporting and structurally safe.
- (d) The partition shall be fixed with double skin flush type minimum 8 mm thick matt finish pre laminated panels/tiles shall be fixed between skirting level and work surface level on both sides. The prelaminated panels/tiles shall be

- prelam particle board. All panels shall be fixed with necessary designed fixing arrangements on the framework in such a way that no screw is visible on external surfaces.
- (e) The partition panels shall have raceways of 100 mm height. Raceways shall be provided for drawing electrical, computer, telephone, etc., cables concealed therein. Necessary holes of 30 mm (W) x 30 to 50 mm (H) shall be cut in vertical posts (of the Aluminum Extruded framework) along the raceway level to allow the cables to pass through them. The raceways shall be provided separately for electrical cables (will normally be at table / work surface top level) and for computer / telephone wires (at skirting level). The 100 mm wide removable / flap type raceway cover plates shall be made out of 16 SWG (1.5 MM) thick aluminum alloy sheet Required (nos. and sizes) cutouts for accommodating flush type electrical plug points/switches etc. shall be provided in the cover plate at the table/work surface level. Similarly, the cover plate of this raceway at skirting level shall have proper facility/cutouts for accommodating flush type telephone plug-points/switches, I/O outlets for LAN connectivity etc. The cover plate shall be powder coated all over in matching Colour shade, finish and thickness of the coating similar to that of extruded Aluminum partition-framework [described at (b) above].
- (f) The minimum depth of the hollow portion available inside the raceways shall be minimum 30 mm so that necessary bending radius for the wires, flush type plug points/switches, etc., is made available within the raceway with appropriate number of conduits inserted for wire management between the top and bottom raceways. The cables laid inside raceways shall be supported on wire hangers/brackets.
- (g)The switch plates shall be directly mounted on the raceway cover with the help of self-tapping screws. The cut outs in the raceway covers shall be made to suit the corresponding size/shape of some of the reputed brands (like MK or equivalent) of flush type switches, accessories. The position of cut-outs in the raceway covers forming part of twin work surfaces (back to back) shall be such that they are not in the same alignment. This shall make full depth of the raceway available for fixing either of the two switch boxes, I/O outlets etc. on opposite side covers of the same raceway.
- (h) The top portion of the workstation partition (above work surface level) shall be either (i) minimum 8 mm thick matt finish prelaminated panel / tile of prelaminated particle board or (ii) glazed panel/tile or (iii) fabric finished on minimum 8 mm thick soft board (white) panel/tile with designed / proper overlapping (required to rigid fixity of fabric) of fabric on backside of panel or (iv) Minimum 9.6 mm thick whiteboard panel made out of 8mm thick MDF board with 1 mm glossy highly wear face laminate with 0.6 mm thick balancing laminate on back or combination there off as per drawings. The panels/tiles of (i) (iii) and (iv) type shall be fixed on either side of the partition frame in any combination, as is more specifically described in the Bill / Schedule of Quantities (BOQ). All panels shall be fixed with necessary designed fixing

arrangements on the framework finished with aluminum trimming patti in such a way that no screw is visible on external surfaces.

- (i) The glazed panel shall be made out of minimum 6 mm thick approved quality/make toughened glass (clear or patterned glass - as more specifically detailed in the Schedule of Quantities). The single glazed panels shall be fixed (as more specifically detailed in the description of the item of work in BOQ) on the framework above work surface level in such a way that no screw is visible on external surfaces.
- (j) There shall be proper holding arrangement for inserting the brackets in the framework for holding the work surfaces etc., at proper locations. MS powder-coated bracket to be used for holding work surfaces.

2. WORKSTATIONS - WORK TOP SURFACE

- (a) The work surface shall be made out of 25 mm thick MDF board with 0.6 mm thick laminated top and bottom (of approved shade and make). All the exposed edges of the table and gable ends shall be finished with 2 mm thick PVC edge binding of approved shade on exposed side. Sealed / concealed edge in table top and gable ends must be with 0.8mm thick PVC edge binding of approved shade. Necessary hole (machine cut, proper finished with good workmanship) of approx. 75 mm dia. shall also be made through work surface as directed by the Bank's Engineer for entry / passing of cables.
- (b) The work surface shall be properly supported on the Aluminum partition framework/ gable ends as per site requirement. All the brackets for holding work surface shall be MS powder coated of sufficient gauge and designed in such a manner so as to enable work surfaces to take a uniformly distributed load of 100 kg. / Sq. m. (Applied on top of work surface) without any visible displacements at the edges of the work surfaces.

3. WORKSTATIONS - KEYBOARD / MOUSE TRAYS

Each workstation shall have a pull-out tray made out of CRCA steel sheets of 18 gauge and standard shape and powder coated with approved shade. The tray size shall be minimum 500 mm (L) x 350 mm (W) x 75 mm (D) and sufficient for the computer key board. The tray shall be mounted on telescopic channel. The key board tray shall also have integral space (sliding plate arrangement) to accommodate the mouse pad.

4. WORKSTATIONS - PEDESTAL MOBILE DRAWER UNIT

The unit shall be made out of CRCA steel sheets of 18/20 Gauge thickness as more specifically indicated in the drawing. The unit shall be mounted on lockable castors of approved make and design for easy movement and for fixing in a particular position once the unit is put in place. The typical pedestal mobile unit will have 3 drawers or an arrangement more specifically described in the drawing/schedule of quantity. The drawers shall be mounted on self-lubricated

sliding channels with rollers for easy movement. The overall size of the unit will be $450 \, (W) \, x \, 575 \, (D) \, x \, 675 \, mm$ (H). Entire unit of CRCA steel surfaces shall be finished with approved make and color powder coating as described at 1 (b) above. The unit shall have concealed locking arrangements with an approved brand lock and with triplicate keys, concealed handles (not protruding)

5. WORKSTATIONS - GABLE ENDS

Wherever specified, the work surface shall also be properly supported on gable ends made up of minimum 25 mm thick MDF board with 0.8 mm thick laminated on both the faces (of approved shade and make). All the exposed edges of the gable ends shall be finished with 2 mm thick PVC edge binding of approved shade on exposed side. Sealed/ concealed edge in gable ends must be with 0.8mm thick PVC edge binding of approved shade. PVC Binding to edges similar and matching to the work top described at 2(a) above but for the height from floor to bottom of the work surface including supporting brackets [MS powder coated of sufficient gauge with levelers for height adjustment.

6. GROMMETS:

Cylindrical aluminum powder coated grommets as a cover for the edges of the 75 mm diameter holes cut through the work surfaces for cable entry, shall be provided wherever required. The standard type grommets will have flange on one side and a sliding disc attached to the top plate with a spring and chain on the other.

(B) CABIN / CUBICAL PARTITIONS:

- (a) Work shall generally be carried out as per details shown (with Aluminum Extrusion Sections Framework) in Standard Drawing No. BOM 1154 sht. No.3 and others drawings listed in tender).
- (b) Concealed portion of partition-framework shall be made out of Extruded aluminum sections both for horizontals and verticals, having minimum wall / formation thickness of (16 SWG) 1.5mm and nominal sizes 50 x 50 mm Aluminum extruded corner and end post / s, Aluminum sections horizontal and vertical made from 16-gauge (1.5 mm) extrusions and nominal sizes in combination of 50 x 50 mm and 50 x 10 mm. The partition shall be finished with profiled aluminum alloy extruded trims (horizontal- top and vertical-end stripe) of 15 x 50 mm (or overall thickness of the partition panels whichever is higher) and having minimum wall / formation thickness (16 SWG) 1.5 mm and (ii) panel finishes with aluminum alloy flats / trims of 25 mm and having minimum wall / formation thickness of (18 SWG) 1.2 mm. Vertical frame work / supports of the partition on either end and alternate (minimum) in between, shall be firmly fixed to main RCC ceiling and floor by designed screws/dash fasteners etc. to attain rigidity to the partition. The framework including aluminum alloy flats / trims-extrusions shall be powder coated all- over in

approved colour-shades of the powder paint of approved make/manufacture. The thickness of the matt finish powder coating shall be minimum 40 micro-meters (microns). A certificate guaranteeing the thickness and also minimum 05 years life of powder coating shall be furnished along with each supply. The components of framework shall be assembled and put together in such a way that no screws/fasteners are visible on external surfaces.

- (c) The partition walls shall be minimum 50 mm thick and shall have double skin fixed flushed on both sides including in the glazed portion. The construction shall be such that no screws / fasteners is visible on external surfaces. The partition work shall be sturdy, strong, self-supporting and structurally safe.
- (d)The partition panels shall have raceways of 100 mm height. Raceways shall be provided for drawing electrical, computer, telephone, etc., cables concealed therein. Necessary holes of 30 mm (W) x 30 to 50 mm (H) shall be cut in vertical posts (of the Aluminium Extruded framework) along the raceway level to allow the cables to pass through them. The raceways shall be provided separately for electrical cables (will normally be at table / work surface top level) and for computer / telephone wires (at skirting level). The 100 mm wide removable / flap type raceway cover plates shall be made out of 16 SWG (1.5 MM) thick aluminum alloy sheet Required (nos. and sizes) cutouts for accommodating flush type electrical plug points/switches etc. shall be provided in the cover plate at the table/work surface level. Similarly, the cover plate of this raceway at skirting level shall have proper facility/cutouts for accommodating flush type telephone plug-points/switches, I/O outlets for LAN connectivity etc. The cover plate shall be powder coated all over in matching colour shade, finish and thickness of the coating similar to that of extruded Aluminum partition-framework [described at (b) above].
- (e)The minimum depth of the hollow portion available inside the raceways shall be minimum 30 mm so that necessary bending radius for the wires, flush type plug points/switches, etc., is made available within the raceway with appropriate number of conduits inserted for wire management between the top and bottom raceways. The cables laid inside raceways shall be supported on wire hangers/brackets.
- (f) The switch plates shall be directly mounted on the raceway cover with the help of self-tapping screws. The cut outs in the raceway covers shall be made to suit the corresponding size/shape of some of the reputed brands (like MK or equivalent) of flush type switches, accessories. The position of cut-outs in the raceway covers forming part of twin work surfaces (back to back) shall be such that they are not in the same alignment. This shall make full depth of the raceway available for fixing either of the two switch boxes, I/O outlets etc. on opposite side covers of the same raceway.
- (g) The partition shall be finished with either (i) minimum 8 mm thick matt finish prelaminated panel / tile of prelaminated particle board or (ii) minimum 8 mm thick glazed panel/tile of toughened glass (clear or patterned glass as more

specifically detailed in the Schedule of Quantities) or (iii) fabric finished on minimum 8 mm thick soft board (white) panel/tile with designed / proper overlapping (required to rigid fixity of fabric) of fabric on backside of panel or (iv) Minimum 9.6 mm thick whiteboard panel made out of 8mm thick MDF board with 1 mm glossy highly wear face laminate with 0.6 mm thick balancing laminate on back or (v) Minimum 10.6 mm thick veneer panel made out of 7 mm thick MDF board with 3 mm thick veneer (of approved pattern) and 0.6 mm thick balancing laminate on back wherein veneer shall be melamine matt polished in approved shade or combination thereof for various height configurations, shall be fixed on either side of the partition frame in any combination, as is more specifically described in the Bill / Schedule of Quantities (BOQ) and drawing. All panels shall be fixed with necessary designed fixing arrangements on the framework finished with aluminum trimming patti in such a way that no screw is visible on external surfaces.

(h)There shall be proper holding arrangement for inserting the brackets in the framework for holding the work surfaces etc., at proper locations. MS powder-coated bracket to be used for holding work surfaces.

(C) CABIN FURNITURES:

1. <u>STAND ALONE TABLES (For grade F, E, D, C officers and P.S. cabin)</u> Refer drawings for overall sizes, thickness (including lamination)

(c) **Tabletop:** The table top shall be made of 25mm thick. MDF board laminated with 0.6 mm thick post formed laminate and 0.6 mm thick balancing laminate and are to be post formed on both the edges (more specifically described in drawing). All the other edges to have PVC edge binding of 2mm of approved shade. The worktop should have metal inserts at the bottom and rest on the Gable legs with adjustable levelers. Necessary hole (machine cut, proper finished with good workmanship) of approx. 75 mm dia. shall also be made through work surface as directed by the Bank's Engineer for entry / passing of cables.

2. <u>LEGS:</u>

The table shall be properly supported on gable ends made up of minimum 25 mm thick MDF board with post-formed laminated edges similar and matching to the work top described at 1 above but for the height from floor to bottom of the work surface including supporting brackets [MS powder coated of sufficient gauge and designed in such a manner so as to enable work surfaces to take a uniformly distributed load of 100 kg. / Sq. m. (Applied on top of work surface) without any visible displacements at the edges of the work surfaces] with all necessary hardware etc. together with levelers for height adjustment and PVC edge binding.

3. KEYBOARD AND MOUSE TRAYS:

Each table shall have a pull-out tray made out of CRCA steel sheets of 18 gauge and standard shape and powder coated with approved shade. The tray size shall be minimum 500 mm (L) x 350 mm (W) x 75 mm (D) and sufficient for the computer key board. The tray shall be mounted on telescopic channel. The key board tray shall also have integral space (folding plate arrangement) to accommodate the mouse pad.

4 PEDESTAL MOBILE DRAWER UNIT

The unit shall be made out of CRCA steel sheets of 18 Gauge thickness as more specifically indicated in the drawing. The unit shall be mounted on 4 lockable castors of approved make and design for easy movement and for fixing in a particular position once the unit is put in place. The typical pedestal mobile unit will have 3 drawers or an arrangement more specifically described in the drawing/schedule of quantity. The drawers shall be mounted on self-lubricated sliding channels with rollers for easy movement. The overall size of the unit will be 450 (W) x 325 (D) x 675 mm. (H) or 450 (W) x 575 (D) x 675 mm (H). Entire unit of CRCA steel surfaces shall be finished with approved make and color powder of the powder paint of approved make/manufacture. The thickness of the matt finish powder coating shall be minimum 40 micro-meters (microns). A certificate guaranteeing the thickness and also minimum 5 years life of powder coating shall be furnished along with each supply. The unit shall have concealed locking arrangements with an approved brand lock and with triplicate keys, concealed handles (not protruding)

5. **GROMMETS**

Cylindrical aluminum powder coated grommets as a cover for the edges of the 75 mm diameter holes cut through the work surfaces for cable entry, shall be provided wherever required. The standard type grommets will have flange on one side and a sliding disc attached to the top plate with a spring and chain on the other.

6. Modesty Panel

Wherever specified, the work surface shall also be properly supported on Modesty Panel as per approved design and drawing made up of 18 Gauge CRCA steel sheet Powder coated of approved shade on all surfaces to the thickness of minimum 40 microns.

7. Rear / Side Credenza

Wherever specified the structure of the rear / side credenza storage of sizes as per drawings should be of CRCA steel sheet of 18-gauge thickness with powder coating of approved shade including the top of the unit. The depth of all the units

should be 400 mm. Top of 25 mm curvica (post formed and 450 mm wide) should be constructed from 25 mm thk MDF board, 0.6 mm thick post formed laminate with 0.6 mm thick balancing laminate and all the other edges to have PVC edge binding of 2mm of approved make and shade and screwed to the body of the unit. Each unit should sit on a steel base of 85mm high finished with CRCA powder coated paint. The base should have adjustable levelers. The base should have provision to pass wires through it. The shutters will be sliding as specified in the drawing with the number of shelves as shown in the drawing with approved brand locking arrangement, concealed handles. Shelves shall be out of 18-gauge CRCA sheet in powder coated finish of approved shade and would be fixed on a slotted section, complete as specified. Entire unit of CRCA steel surfaces shall be finished with approved make and color of the powder paint of approved make/manufacture. The thickness of the matt finish powder coating shall be minimum 40 micro-meters (microns). A certificate guaranteeing the thickness and also minimum 5 years life of powder coating shall be furnished along with each supply. The unit shall have concealed locking arrangements with an approved brand lock and with triplicate keys, concealed handles (not protruding)

8. GENERAL STORAGE (OPENABLE TYPE):

The structure of the storage should be of CRCA of 18-gauge thickness of size as per drawings including the top of the unit. The depth of all the units should be 400mm with a minimum internal depth of shelf 320 mm. The facia (shutter) of 15 mm and top of 25 mm curvica (post formed) should be constructed from MDF board with 0.6 mm thick post formed laminate on both sides and all the other edges to have PVC edge binding of 2mm of approved make and shade and top screwed to the body of the unit. The rear side of the storage unit should be constructed of CRCA powder coated finish. Each unit should sit on a steel base of 85mm high finished with CRCA powder coated paint. The base should have adjustable levelers. The base should have provision to pass wires through it. The shutters will be openable as specified in the drawing with the number of shelves as shown in the drawing. The openable shutters are to be provided with soft closing hinges which fit onto the CRCA body along with approved brand locking arrangement with triplicate keys, S.S. handles of approved make and suitable size. Entire CRCA sheet surface shall be finished with approved make and color powder coating as described at 4 above. Shelves shall be made out of 18-gauge CRCA sheet in powder coated finish and would be fixed on a slotted section.

9. Overhead Unit :-

The structure of the overhead Unit should be made out of 18-gauge thick CRCA sheet with powder coated finish of approved make and color. Thickness of matt finish powder coating should be minimum 40 micro metres (microns). The facia (shutter) of 15 mm and top of 25 mm curvica (post formed) should be constructed from MDF board with 0.6 mm thick post formed laminate on both sides and all the other edges to have PVC edge binding of 2mm of approved make and shade and top screwed to the body of the unit. The shutters will be openable as specified in the drawing. The rate shall include providing and fixing 2 nos

stainless steel box hinges, 1 no. stainless steel handle of approved make per shutter which fit onto the CRCA body along with suitable locking arrangement and edge binding of approved make and shade.

(D) CABIN TOUGHENED GLAZED DOOR SHUTTER:

Toughened Glazed Door shutter shall be of size 2100mm x 900mm. Door shutter having minimum 12 mm thick toughened glass shutter supported on SS Floor Spring of approved make having capacity of 80 Kg with necessary holes for handle, lock and stopper, etc. Door shall be provided with necessary hardware, pair of SS Handles (minimum 20mm dia and 1500 mm long) and locking arrangement with duplicate keys etc. with approved make & style and as directed by Engineer-in-Charge.

LIST OF DRAWINGS

SI.	Drawing No.	Drawing Name
No.		
1.	BOM 1154 sht. no. 1	Work station lay out (Layout showing proposed conference room, cabins and workstations) -13 th
		Floor.
2.	BOM 1154 sht. no. 2	Work station lay out (Layout showing proposed conference room, cabins and workstations) – 20 th Floor.
3.	BOM 1140 sht no 10 r6	Standard workstations for officers in Grade
		B/A/ class III (Extruded Aluminum Sections)
4.	BOM 1154 sht. no. 3	Standard Drawing for Cabin Partitions -
		Grade C/PS Cabin, Grade E/D Cabin and
		Grade F/Meeting Room Cabins
5.	BOM 1154 sht. no. 4	Details of furniture for Grade C cabin
6.	BOM 1154 sht. no.5	Details of Furniture for Grade F cabin
7.	BOM 1154 sht. no.6	Details of Furniture for Grade E/ D cabin
8.	BOM 1154 sht. no. 7	Details of storage units
9.	BOM 1154 sht. no. 8	Details of Modesty panel
10.		Colour Scheme

Note: Tender Drawings are attached separately.	
Date:	Signature of the
Place:	Tenderer with date and

<u>Section VI (b) : Technical specifications:</u>

LIST OF APPROVED MATERIALS AND SUPPLIERS

SI.	Item / Material Make / Name of the manufacturer			
No.				
1.	MDF board	Green ply, Green Panel, Century, NUWUD, Duratuff		
		Asis or approved equivalent.		
2.	Laminate sheet (0.6 mm,	Formica, Greenlam, Durian, Merino, Century or		
	0.8mm, 1.00 mm thick)	AICASunmica or approved equivalent		
3.	Soft board	Jolly board or approved equivalent.		
4.	St. Gobain, Indo Asahi, Modiguard Float Glass or approved equivalent.			
5.	Aluminum Sections	Hindalco, Nalco, Jindal or approved equivalent.		
6.	Powder coating paint	paint Asian, Nerolac, Berger paint or approved equivalent		
7.	CRCA steel sheet	TATA, SAIL, Jindal, JSW or approved equivalent		
8.	Locks	Godrej, Vijayan or approved equivalent		
9.	Sliding Channel	Ebco (Earl Bihari and co.), Lifestyle plum hinges,		
		Hettich or approved equivalent.		
10.	Prelaminated particle Board	Greenlam, Century or approved equivalent.		
11.	Veneer	Formica, Greenlam, Durian, Merino, Century or		
		AICASunmica or approved equivalent		

- The contractor shall obtain prior approval from the Engineer-in-Charge before placing order for any specific material. In case of non-availability of the make/brand specified in the above list of approved makes, the Contractors shall approach Engineer-in-Charge to obtain his approval for alternate equivalent make/brand of the material subject to submission of documentary evidence of non-availability of the specified make/brand in the above list of approved makes.
- Wherever applicable only Bureau of Indian Standard (BIS) Approved first Grade/ class materials are to be used. In other cases where (BIS) specifications/certifications are not available the superior range quality materials are to be used and all the products got approved by the Bank.
- All dimensions mentioned for all sections in the drawings (covered or exposed) are "OUT OF" dimensions unless otherwise stated with planning allowance as per BIS. All site items procured by the Contractor from the manufactures, such as ply, veneer, laminates, wood shall be within the allowable tolerances as specified by the manufacturer.

Technical Specifications: Section VI (c)

List of items with Basic Rates / Price

SI No	Item no of schedule of Quantity	Description	Basic Rate per Unit in ₹	Unit
1.	VII(a to e)	3 MM (Min.) thk. Veneer	1500	Sq m.

Technical Specifications: Section VI (d)

Measurements

1. Partitions for Workstations and Cabins/Cubicals [i.e. Item Nos. A.I(a), A.I(b), A.I(c), A.I(d), A.I(e), A.I(f), B.V(a), B.V(b), B.V(c), B.V(d), B.V(e), B.VI(a), B.VI(b), B.VI(c), B.VI(d), B.VII(e), B.VII(f), B.VII

Elevational dimensions of partitions (taken into account from inner side of cubical i.e. the face towards working area) projected on vertical plane [i.e. measured flat on one face only from floor level, without extra for projected and / or grooved formation (s)] shall be measured for the payment of partitions installed conforming to the specifications and finishes specified in the schedule of quantities [to be read with detailed specifications in section VI and associated drawing (s)]. No separate measurement shall be taken for the common post at the junction (s).

2. All items which are specified in unit of Nos. in Schedule of Quantities [i.e. A.II(a), A.II(b), A.III, A.IV, B.III, C.I, C.III, C.IV]:

Component (s) installed conforming to specifications and finishes specified in the schedule of quantities [to be read with detailed specifications in section VI and associated drawing (s)] under respective item all collective shall be treated as 01 (one) unit and number of units so formed shall be counted for measurement and payments of respective item.

SECTION VII

SCHEDULES (A to G)

Schedule A

Notes for Schedule of Quantities

1	The Schedule of Quantities shall be read in conjunction with the specifications,						
	Tender drawings and bid	nder drawings and bid documents. Tenderer shall not rely merely on the					
	description given in the Schedule of Quantities.						
2	Quantities of work indicated	Quantities of work indicated in the Schedule of Quantities are only approximate and					
	are given to provide a comi	mon basis for tendering. No	claim shall be entertained				
	from Contractor if the actua	I quantities or items of work	differ from those indicated				
	herein, except where stated	otherwise. The Engineer-in-c	charge reserves the right to				
	modify any aspect of the sco	ope of Tender at any time du	ring the course of work.				
3	The tenderer shall fill his i	ates and amounts for all th	ne items for the specified				
	quantities indicated in Schee	dule of Quantity issued by the	e Employer.				
4	Quoted Prices shall be in In-	dian Rupees only.					
5	Rates and amounts shall be	entered in both figures and	words. Non-compliance of				
	_	the Bid invalid at the discret					
6	Unit Rates shall be submit	Unit Rates shall be submitted for all Items and they shall be firm for the entire					
	duration of the contract and	any approved extended perio	od.				
7	The quantities of work actua	e quantities of work actually carried out against each item shall be measured and					
	paid at the rates quoted in the Schedule of Quantities where applicable or otherwise						
	at such rates and prices as may be fixed within the terms of the Contract.						
8	Tenderer shall be deemed to have allowed in his rates the provision, maintenance						
	and final removal of all temporary works of whatsoever nature required for the proper						
	execution of the works, except for those temporary works for which specific items						
	have been provided in Schedule of Quantities.						
9	Abbreviations used are as under :						
	i)	No.	Number				
	ii)	Cu m	Cubic metre				
	,	iii) Sq m Square metre					
	iv)	M	Metre				
	v)	LS	Lump sum				
	vi)	MT	Metric Tonne				
	vii)	Kg	Kilogram				

Schedule B

Material Testing and Quality assurance:

(i) Once, the material (to be used in work) is approved by Engineer-in-Charge as per clause 10 of 'Clauses of Contract' in Section IV, Contractor shall, within 02 working days from the date of such approval, submit his / their material procurement plan for entire work to the Engineer-in-Charge. Contractor shall submit to Engineer-in-Charge the material testing certificate (s) (MTC) provided by Manufacturer for every supply by Manufacturer to Contractor supported by substantiating document (acceptable to Engineer-in-Charge) linking material supplied by Manufacturer to its MTC. Testing of materials shall be conforming to the relevant Code (s) stated hereunder:

S. No.	Material Name	Ref. Codes				
1	Prelaminated Particle Board	IS 12823, IS 4903, IS 2380 (part-2)				
2	MDF Board	IS 2406, IS 4905, IS 2380				
3	Laminate	IS 2046				
4	Extruded Aluminium Sections	IS 6477, IS 1285, IS 733, IS 8147				
Any Other material not mentioned above but to be used in the work shall also be						
	conforming to the relevant IS Code (s) and / or the applicable Code (s) of practice.					

- (ii) in case the procured material is observed unsure, or Contractor is not able to furnish MTC of manufacturer as specified hereabove at para (i) of this Schedule B, the material shall be tested to ensure its conformity to the Code (s) mentioned in the table hereabove at para (i) of this Schedule B for type of test (s) to be performed decided by Engineer-in-Charge out of all the tests listed in code (s) for a particular material conforming to the procedure, sampling, frequency etc. specified in the relevant Code (s). All the charges and costs in this regard shall bear by the Contractor.
- (iii) Whenever material is to be tested in laboratory, material testing shall be done through NABL Accredited laboratory (ies).

Schedule C

SAFETY CODE

- 1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
- 2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground/floor.
- 4. No portable single ladder shall be over 8m in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used, an extra mazdoor shall be engaged for holding ladder.
- 5. The excavated material shall not be placed within 1.5m of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
- 7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8. Workers employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- 9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- 10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 11. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed or scrapped.
- 12. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- 13. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY CODE

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

Schedule D

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

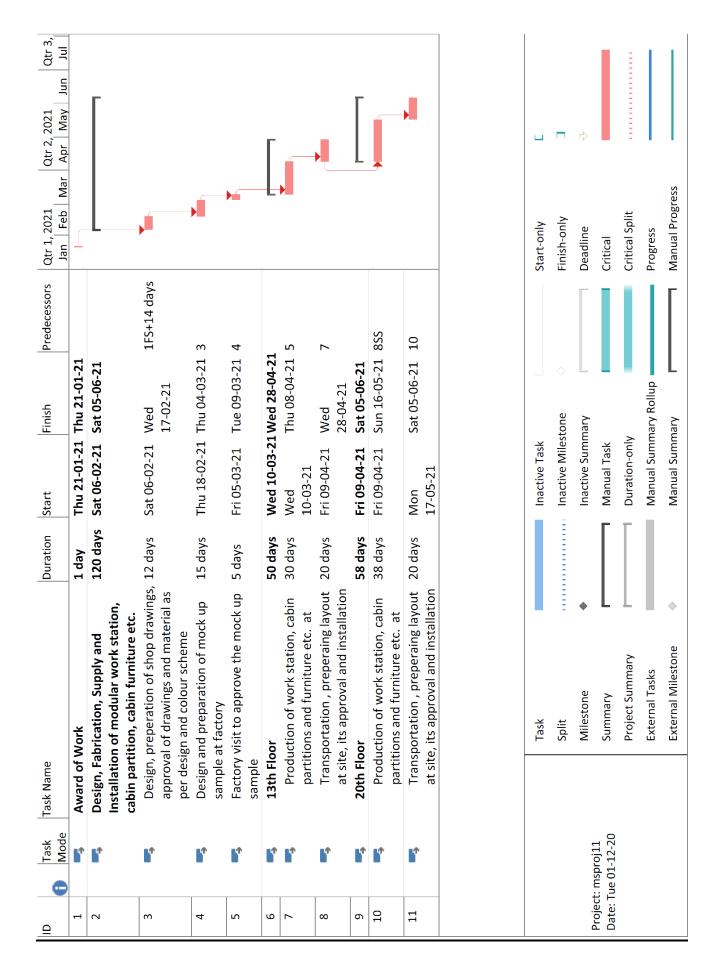
S. No.	Description of the Document	Remarks	
1	Contract Agreement.	Certified true copies of the contracts	
2	Drawings	One set of all drawings issued for the work	
3	Work instruction / Site order Book	For issue of instructions by Engineer-in-charge or his representative at site in the course of day to 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.	
4	Measurement Book	To record measurements of works	
5	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	

Schedule E

General Rules and Instructions to Tenderers - Information

Dida in Tura	2	Tanday lawiting Authority
Bids in Two	2	Tender Inviting Authority –
Bids System		Smt. Mala Sinha, Chief General Manager
		Reserve Bank of India
		Premises Department,
		5 th Floor, Central Office Building
		Shahid Bhagat Singh Marg
		Fort, Mumbai-400 001
		Tel No.: 022 -22644054
		Fax No. :022-22660807
		E Mail id : cgmincpremises@rbi.org.in
		Name of the Work- Design, Fabrication, Supply and Fixing factory made
		Modular Work Stations, Cabin Partitions, Cabin Work tables & associated
		utilities / accessories for Reserve Bank of India at 13 th Floor (in E wing) &
		20 th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.
		Estimated cost of work-: Rs.160 lakh
		Office - Premises Department, 5 th Floor, Central Office Building, Reserve
		Bank of India, Shahid Bhat Sing Marg, Fort, Mumbai - 400001
	2,	Due Date and Time for submission of e-Tender/Bid (Bid close date)-
	14	February 02, 2021 up to 02:00 PM
		Tender submission mode: e-Tender
Earnest	4(iii)	EMD of ₹ 3,20,000/- in the form of Demand Draft drawn in favour of Reserve
Money		Bank of India, of a Scheduled Bank or Bank Guarantee as per proforma
Deposit	and	annexed hereto (Annex 3) shall be deposited in original at the office of tender
(EMD)	11	inviting authority on or before the due date February 02, 2021 and up to
, ,		02:00 PM.
		EMD can also be remitted to Reserve Bank of India Account of on or before
		02:00 PM of February 02, 2021 The account details for NEFT transactions
		are as under:
		Beneficiary Name- Reserve Bank Of India
		IFSC: RBIS0COD001
		Account No: 41869163273
		Proof of remittance indicating transaction number and other details shall be
		uploaded on Bank's approved e-tender portal along with other tender
		documents.
Pre-Bid	5	Through Emails addressed to tender inviting authority mentioned above on
Clarifications	-	email ID helppremises@rbi.org.in.
Opening of	16	Date of opening of tenders/bids (Part-I) – February 02, 2021 at 05:00PM
Bids	. 🗸	on e-Tender mode.
Bid validity	17	Bid validity – Three Months
Time for	23	Time allowed to complete the work: 120 Calendar days which shall be
Completion		reckoned from 15 th day of date of work award letter. A project implementation
of work		time schedule is indicated hereafter. Tenderers, who propose any alteration
OI WOIK		time somedule is indicated hereafter. Tenderers, who propose any afteration

in the time allowed for carrying out the work may submit their own project
implementation time schedule which shall be prepared in MS Project.



Schedule F General Conditions of the Contract - Information

Definitions			
	2.		
		i)	Name of the Work – Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13 th Floor (in E wing) & 20 th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.
		ii) The Site – 13 th floor (in Wing E) & 20 th floor (in Wing F) at Maker Tower, Near World Trade Centre, Cuffe Parade, Mumbai	
		iii) Employer - Chief General Manager, Premises Department, Reserve Bank of India, Central Office, Mumbai	
		iv) The percentage mentioned to cover all overheads and profits – 15%	
Discrepancies and Adjustment of Errors (order of preference)	8.2	1 1311	

CLAUSES OF CONTRACT

Performance Bank	CLAUSE 1		
Guarantee	Bank Guarantee from any Scheduled Bank as per proforma at Annex 4 of this tender, for an amount equal to 5% of the Contract Amount plus the difference in estimated cost of abnormally low rated (ALR) items of work and the quoted cost of ALR items of work. The amount of PBG shall be worked out by the Department and shall be binding on the successful tenderer.		
	(i) Time allowed for submission of Performance Bank Guarantee from the date of award of work – 14 days		
	(ii) Maximum allowable extension of time for submission of Performance Bank Guarantee beyond the period specified in (i) above without penalty – 7 days		
	(iii) Maximum allowable extension of time for submission of Performance Bank Guarantee beyond the period specified in (ii) above with late fee @ 0.1% of the amount of Performance Bank Guarantee per day – 7 days		
Recovery of Security	CLAUSE 1 A		
Deposit	Retention percentage – 5% from every bill subject to 5% of the contract price		
Compensation for Delay	CLAUSE 2		
	(i) Authority for fixing compensation under clause 2: The Chief General Manager, Premises Department, Reserve Bank of India, Central Office, Mumbai.		

(ii) Liquidated Damages (LD):

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/they shall be liable to pay liquidated damages subject to a maximum amount of 10% of the tendered amount.

The Liquidated damages will be levied in following manner:

"If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

In case, the contractor does not achieve a particular milestone, if any, mentioned in the Contract or rescheduled milestone(s) in terms of time extension clause, the amount shown against that milestone shall be withheld to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve a milestone shall be automatic and 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 before the subsequent milestone(s), the amount mentioned against each missed milestone shall also be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The delay period shall be calculated from the stipulated date of occurrence of a milestone until the date when the milestone is actually achieved. The application of liquidated damages shall not effect a change in the milestone or release the Contractor of his obligation to improve the progress of work. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalments of payment becoming due and payable to the contractor in terms of this contract or from the retention money.

Milestones Chart for this contract:

Mile-	Mile-stone	Time for	Amount to be withheld
stone	Financial	Achieving	in case of
No.	Progress	from the	Non- achievement of
	in Rs.	date of	the Milestone.

Г		Т	T	1
			commencem	
			stipulated in	
			Schedule F	
	First	80 lakh	82 days	In the event of not
			,	maintaining desired
				pace of progress and
				not achieving
				Milestone Financial
				Progress (as
				assessed from
				running payments), an amount of Rs.8 lakh
				shall be immediately
				withheld from the dues
				of the contractor for
				failure to achieve (on
				stipulated date) the
				first milestone.
	Second	160 lakh	120 days	LD shall be levied
			,	depending upon
				overall actual extent of
				delays attributable to
				the Contractor's
				actions, subject to the
				maximum of 10% of
				the accepted tender amount. If the overall
				project is delayed by
				the Contractor, he
				shall not be entitled to
				any reduction in the
				amount of the
				"Liquidated Damages"
				to be recovered from
				his dues by the
				Employer
	I	l	1	notwithstanding his
1				J
				successful attainment
				J

_						
Commencement, Time allowed for completion and Extension for Delay	Date of commencement: 15 th day from the date of award of work. Time allowed for completion of work: 120 Calendar days from the date of commencement. Extension for delays shall be as per clause 5 of 'Clauses of Contract' in Section IV.					
	(i) Authority for granting Extension of Time - Chief General Manager, Reserve Bank of India, Premises Department, Central Office , Mumbai					
	(ii) Shifting of date of commencement in case of delay in handing over of site - Engineer-in-charge					
Payment on Interim Certificate to be	CLAUSE 7					
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) - ₹ 40 Lakh					
	Retention percentage for Interim Certificates – 5% from every bill					
	Total Security Deposit - 5% of the Contract Price (i.e. Retention Money from each bill) plus 5% Performance Bank Guarantee.					
	Retention period for the Retention Money - up to successful completion of Defects Liability Period (DLP) of 365 Calendar days (from the date of virtual completion certified by the Engineer-in-Charge) specifically stipulated at clause 17 of this tender.					
	Installment due after Virtual Completion - Performance Bank Guarantee submitted by contractor towards Performance					
	Period of honoring interim certificates-30 Calendar days from the date of receipt of complete bill along with all the documents as specified in Special Conditions of Contract					
Deviations/ Variations Extent and Pricing Deviation - Deviated Quantities and Pricing	CLAUSE 12 Deviation limit beyond which clause 12.2 C shall apply - 25% beyon the tender item quantity specified in the Schedule of Quantity					
Contractor Liable for Damages, defects during defect liability period	CLAUSE 17 Defects Liability Period – 365 Calendar days from the date of virtual completion certified by the Engineer-in-Charge. Competent Authority for deciding recovery amount - Chief General					
	Manger, Reserve Bank of India, Premises Department, Mumbai					

Settlement of Disputes	CLAUSE 25					
& Arbitration	Competent Authority for referring the dispute – Chief General Manger, Reserve Bank of India, Premises Department, Mumbai					
	Place of Arbitration – Mumbai, India					
Insurance in respect	CLAUSE 33					
of damages to	Contractor shall take following Insurance Policies:					
Persons and Property	 Contractor's All Risk Policy for the full Contract Value for entire Contract Period 					
	Workmen Compensation Policy for all workmen deployed at site					
	3) Third Party Liability Policy as per following details:					
	 a) For injury to persons – Rs 2 Lakh per person per accident 					
	b) For damage to property – Rs 5 Lakh per accident					
	Subject to overall ceiling as per extant Insurance guidelines					

Schedule G

IMPORTANT INSTRUCTIONS FOR e - TENDER

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

Process of e-Tender:

A) Registration:

The process involves Tenderer's registration with MSTC e-procurement portal which is free of cost. Only after registration, the Tenderer (s) can submit his/their Tenders electronically. Electronic Tendering for submission of Technical Bid (part I) as well as Price Bid (part II) will be done over the internet. The Tenderer should possess Class III signing type digital certificate. Tenderers are to make their own arrangement for tendering from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID (part I) AND PRICE BID (part II) HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi

- 1). Tenderers are required to register themselves online with <u>www.mstcecommerce.com</u>→ e-Procurement →PSU/Govtdepts→ Select RBI Logo>Register as Vendor -- Filling up details and creating own user id and password→ Submit.
- 2). Tenderers 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, Tenderers may contact RBI/MSTC, (before the scheduled time of the e- tender).

Contact person (RBI):

- 1. Shri. Mahrshi Garg (AGM, Premises Department) 022-22602439 mahrshigarg@rbi.org.in
- 2. Shri. Praveen Kumar (Manager, Premises Department) 022-22602236 praveenkumar1@rbi.org.in
- 3, Smt. Geeta S.Koli (Assistant Manager, Premises Department)

022-22605013 gskoli@rbi.org.in

Contact person (MSTC Ltd):

- 1. Mr. Sushil Nale, Asst. Manager sushil@mstcindia.co.in Mobile-09987758430
- 2. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698
- 3. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268
- 4. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789

MSTC support - Helpdesk No 033-2290-1004
Google hangout ID- (for text chat)- mstceproc@gmail.com

B) System Requirements:

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

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

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

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

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

The Technical Bid (part I) and the Price Bid (part II) shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Tender.

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

Special Note towards Transaction fee:

The Tenderers shall pay the transaction fee @ 0.05% of estimated cost i.e. Rs. 8,000/- plus applicable taxes using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The Tenderers have to select the particular tender from the event dropdown box. The Tenderer shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the Tenderer shall generate a challan by filling up a form. The Tenderer shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the Tenderer shall have

the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the Tenderer shall be receiving a system generated mail. **Transaction fee is non-refundable.** A Tenderer will not have the access to online e-tender without making the payment towards transaction fee.

NOTE

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

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

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

Bidding in e-Tender:

- a) Tenderers need to submit necessary EMD (Earnest Money Deposit), Transaction fees (If any) to be eligible to bid online in the e- tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful Tenderer (s) will be refunded by the tender inviting authority in due course.
- b) The process involves Electronic Bidding for submission of Technical and Price Bid.
- c) The Tenderer (s) who have submitted transaction fee can only submit their Technical Bid and Price Bid through internet in MSTC website <u>www.mstcecommerce.com</u> → eprocurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.
- d) The Tenderer should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the Tenderer will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, Tenderers have to click 'save' for recording the same. Once the Price Bid link becomes active and the details are filled up, Tenderers have to click on "save" to record the Price bid. After both the Technical bid & Price bid have been saved, Tenderer has to click on the "Final submission" button to register the bids
- f) Tenderers are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.

- g) In all cases, Tenderers are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the Tenderers will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic tenders/bids submitted during the e-tender process shall be legally binding on the Tenderer. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer will form a binding contract between employer and successful Tenderer for execution of the work.
- k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- 1) The Tenderer should upload all the credentials / documents as per format of Bank along with technical bid. Otherwise the tender will be treated as cancelled.
- m) Employer 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.
- n) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any Tenderer confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- o) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.
- p) Tenderers are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- q) Tenderers are requested to quote GST as per Government rules. No change in quoted rates will be accepted.

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

Place	Signature of Tenderer with seal
Date	

SECTION VIII

ANNEXURES

TO

VARIOUS SECTIONS AND SCHEDULES

Annex 1

Pre-qualification/Eligibility Criteria forms

Format 1

Basic Information (To be read with Clause 1 Section III)

1(a)	Name of the Tenderer/firm	
2.	Details of registration of the firm: whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Cooperative Body etc.	
2(a)	Name of the proprietor or Partners./ directors :	
3(a)	Registered Address:	
3(b)	Address for correspondence	
4(a)	Contact Person	
4(b)	Designation	
4(c)	Telephone :	
4(d)	Mobile no.	
4(e)	FAX/Tele-fax:	
4(f)	e-mail id	
5	GST Registration details and no.	
5(a)	Details of registration of labour, ESI, EPF if any	
6	Number of years of experience of Tenderer / Firm of Tenderer in the field.	
7	In case the company is subsidiary, the involvement, if any, of the Parent Company in the Bank's proposed work:	

8	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof.	
9	Has the agency or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the project and reasons for abandonment.	
10	Has the agency or any constituent partner in case of partnership firm, ever been debarred /black-listed for competing in any organization at any time? If so, give details	
11	Has the agency or any constituent partner in case of partnership firm, ever been convicted?	
12.	Whether the agency is involved in frequent civil suit /litigations in the contracts/being executed now. If yes please furnish the details in proforma given below.	Yes / No

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

Signature of Tenderer

Name & Designation

Date and Place

Office Seal:

PREVIOUS WORK EXPERIENCE (To be read with Clause 1 Section III)

<u>List of important similar works executed by the Tenderer/firm</u> (including works completed during the period January 01, 2016 to December 31, 2020)

SI no	Name of similar	Nature of work / items of work involved in the	s of work owner/ client .		ion	Reason for delay, if	Whether work was left	was /Arbitrati t on, if any	Any other relevant			
	work and location	contract	Also indicate whether Government or Semi- Government or Private Body with full postal address.	Contract Amount (₹ Iakh)	Actual value of work done (in ₹ lakh)	Date of commence ment of work	Scheduled date of completion	Actual date of completio n	any	incomplete or contract was terminated from either side?	with details.	informat ion.
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

Attach supporting documents

Signature of the Tenderer with seal

List of important similar works 'On Hand' (To be read with Clause 1 Section III)

.

SI	Name of the wok and location	Nature of work / items of work involved in the contract	Name of the owner and Architect Whether Government or Semi- Government	Contract Amount in ₹	Completion Period		Completion Period		Completion Period		·				·				Present stage of work with reasons if the work is getting delayed	Any other relevant information
			or Private Body with full postal address.		Stipulate d	Expected														
1	2	3	4	5	6(a)	6(b)	7	8												

Signature of the Tenderer with seal

Works qualifying Eligibility (To be read with Clause 1 Section III)

Details of similar work/s (qualifying) completed during last five years during the period January 01, 2016 to December 31, 2020

SI no	Name of similar work and	Nature of work / items (brief description)	Name of the owner/ client and Architect.	-			Period of completion Date of Schedule Actual			Reaso n for delay, if any	Whether r work was left incomplete	on/Arbit ration,	relevant
	location	of work involved in the contract.	Also indicate whether Government or Semi-Government or Private Body with full postal address.	Fax no. of the contact executive (the person of Tenderer's client who can be contacted by the Bank in	Contract	Actual value of work done (in ₹ lakh)	commen cement of work	d date of completi on	date of complet ion	if any	or contract was terminated from either side?		ion.
1.	2.	3.	4.	5.	6 a	6b	7a	7b	7c	8	9	10	11

(The work/s costing equal or above the minimum value specified in pre-qualification criteria)

Signature of the Tenderer with seal

PAGE 1 OF 2

<u>CLIENT's CERTIFICATE REGARDING PERFORMANCE OF THEIR CONTRACTOR</u> (On Client's Letter Head) (To be read with <u>Clause 1 Section III)</u>

N	Name & address of the Client :							
De	Details of Works executed by Shri /M/s :							
1.	Name of work with brief particulars of items involved (as per schedule of quantities):							
2.	Whether the framework (i.e. inner metal skeleton) is designed							
	(in-house or get designed from professional/s) or proprietary for							
	its structural fitment, sturdiness, stability, self-supportiveness and safety							
	of the system by the Contractor as per requirement of system : Yes / No							
3.	Whether items were fabricated at factory, ready to install components							
	delivered at site and then assembled / installed at site							
	Or fabrication and installation both the operations were done at site :							
4.	Agreement No. and date :							
5.	Agreement amount :							
6.	Date of commencement of work :							
7.	Stipulated date of completion							

Format 3A PAGE 2 OF 2

8. Actual date of completion	Actual date of completion :								
9. Details of compensation levied for	Details of compensation levied for delay (indicate amount) if any :								
10. Gross amount of the work comple	ted and paid	:							
11. Name and address of the authority	y under whom w	orks executed:							
12. Whether the contractor employed	12. Whether the contractor employed qualified Supervisor during execution of work :								
13. i) Quality of work (indicate grading	13. i) Quality of work (indicate grading) : Outstanding/Very Good/ Good/Satisfactory/poor								
ii) Amt. of work paid on reduced ra	ii) Amt. of work paid on reduced rates, if any.								
14. i) Did the contractor go for arbitrat	ion?								
ii) If yes, total amount of claim									
iii) Total amount awarded									
15. Comments on the capabilities of the	ne contractor.								
a) Technical proficiency	:	Outstanding/Very Good/ Go	ood/Satisfactory/poor						
b) Financial soundness	:	Outstanding/Very Good/Go	od/Satisfactory/poor						
c) Mobilization of adequate T&P	:	Outstanding/Very Good/Go	od/Satisfactory/poor						
d) Mobilization of manpower	:	Outstanding/Very Good/Go	od/Satisfactory/poor						
e) General behavior	:	Outstanding/Very Good/Go	od/Satisfactory/poor						

Signature of the Reporting Officer* with Office seal

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

(ii) * Clients Report/certificate (a) for each of qualifying similar completed works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank (b) for each of the qualifying similar completed works carried out for Private companies shall accompany Tax deduction at source, TDS certificate has to be submitted for proving the credentials/contract amount.

FINANCIAL STATUS (To be read with Clause 1 Section III)

		Financial Year				
Sr.no.	Details	April 1, 2017 to March 31, 2018	April 1, 2018 to March 31, 2019	April 1, 2019 to March 31, 2020		
		₹ in lakh	₹ in lakh	₹ in lakh		
1	Annual financial turn over certified by Charted Accountant.					
2	Income Tax returns for the year					

Note:

i. Statement shall be supported by copies of audited financial statements/ accounts of the business of the Tenderer duly certified by a Charted Accountant. The Income Tax Clearance Certificates / Income Tax Assessment orders along with the latest final accounts of the business of the Tenderer duly certified by a Chartered Accountant, copied of the Income Tax clearance Certificate/ Income Tax assessment orders along with the latest final accounts of business of the Tenderer duly certified by a Charted Accountant as a proof creditworthiness.

Signature of the Tenderer with seal

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (On Bankers' Letter Head) (To be read with Clause 1 Section III)

To, Chief General Manager, Reserve Bank of India, Premises Department, 5th floor, Central Office Building, Shahid Bhagat Singh Marg, Fort, Mumbai-400001

This is to certify that to the best of our knowledge and	information M/s.	/Shri a	a customer	of ou	ır bank	having marginally noted add	ress
are/is respectable and can be treated as good for ar	ny engagement ι	up to	а	limit	of ₹	(Rupees	
). This certificate	e is issued withou	t any guarante	e or respor	nsibili	ty on th	ne bank or any of its officers.	

For the Bank with Name, Designation & Seal

Note:- (i) Bankers' certificates should be on letter head of the Bank

(ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Details of Tenderer's Banker (To be read with Clause 1 Section III)

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

Signature of the Tenderer with seal

Draft Articles of Agreement

(On Non Judicial Stamp Paper of appropriate value)

ARTICLE	S OF AGREEMENT r	nade the		day of		between
the Rese	rve Bank of India, Ce	ntral Office,	Shahid Bhaga	at Singh Marg	, Fort, Mumbai	-400001,
having its	Central Office at Shal	nid Bhagat S	ingh Marg , Fo	ort, Mumbai 40	0001 (hereinaf	ter called
"the	Employer")	of	the	one	part	and
/la a wa iza a f t	an a llad "tha Cantus		41 u u - u 4			
(nereinatt	er called "the Contrac	ctor") of the c	otner bart.			

WHEREAS the Employer is desirous of carrying out the work of Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13th Floor (in E wing) & 20th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai and has caused drawings and specifications describing the works to be done.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

- In considerations of the said Contract Amount to be paid at the times and in the manner 1. set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
- 2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3. The term "Architect" in the said conditions shall mean 'in house Architect' for the purpose of architectural planning etc. of works under this contract.
- 3. The Reserve Bank of India shall administer and directly arrange for supervision of works,
- certification of bills, making payments and implementation of various terms, conditions (a) and stipulations of the contract.
- 4. The said conditions and various schedules shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
- 5. The agreement and documents mentioned herein shall form the basis of this Contract.
- 6. This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13th Floor (in E wing) & 20th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai to be paid for according to actual measured

- quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
- 7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of sanitary work and fittings, permanent water supply, electrical installations, fittings, air conditioning and other ancillary works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
- 8. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
- 9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from 15th day of date of work award letter and to complete the entire work within 120 Calendar days subject nevertheless to the provisions for extension of time.
- 10. All payments by the Employer under this Contract will be made only at Mumbai.
- 11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have jurisdiction to determine the same.
- 12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.
- 13. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

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

If the contractor is a partnership or an individual.

If the contractor is a company.

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

Shri

and duly

hand of power of Attorney,

whether a company or

individual.

of

hand

constituted attorney.

the

ड्राफ्ट करार की शर्तें

(उचित मूल्य के न्यायिक स्टैम्प पेपर पर)

भारतीय रिज़र्व बैंक, केन्द्रीय कार्यालय, शहीद भगत सिंह मार्ग, फोर्ट, मुंबई 400 001, जिसका केन्द्रीय काय	र्गालय
शहीद भागत सिंह मार्ग, फोर्ट, मुंबई – 400 001 में हैं (जिसे इसके बाद "नियोक्ता" कहा जाएगा) प्रथम पक्ष उ	भौर -
(जिसे इसके बाद "ठेकेदार" कहा जाएगा) अन्य पक्ष के बीच -	
के दिवस को निर्मित डाफ्ट करार की शर्तें।	

जबिक नियोक्ता मेकर टॉवर के 13 वीं मंजिल (ई विंग) और 20 वीं मंजिल (एफ विंग में) पर भारतीय रिज़र्व बैंक के लिए फ़ैकटरी निर्मित मॉडुलार वर्क स्टेशन, केबिन पार्टिशन, केबिन वर्क टेबल और संबंधित उपयोगी वस्तुओं / सहायक उपकरण की डिज़ाइन, फैब्रिकेशन और आपूर्ति और संस्थापन के कार्य को करने के लिए इच्छुक हैं तथा किए जाने वाले कार्य को व्यक्त करते हुए ड्रॉइंग और विनिर्देश दिए हैं।

और जबिक उक्त ड्रॉइंग, विनिर्देश तथा मात्रा की अनुसूची पर यहां उल्लिखित पक्षों अथवा उनकी ओर से हस्ताक्षर किया गया है।

और जबिक ठेकेदार ने यहां व्यक्त तथा विशेष शर्तों के तहत एवं मात्रा की अनुसूची और संविदा में निर्धारित शर्तों एवं निविदा के खंडों (जिन सभी को इसके बाद "उक्त शर्तों" के रूप में संदर्भित किया जाएगा) के अधीन उक्त ड्रॉइंगो में बताए गए और/ अथवा उक्त विनिर्देशों में वर्णित और मात्रा की अनुसूची में शामिल कार्यों को उक्त में निर्धारित संबंधित दरों में उक्त में बताई गई कुल राशि अथवा उक्त के अनुसार देय होने वाली राशी (जिसे इसके बाद "उक्त संविदा राशी" कहा जाएगा) में करने के लिए सहमित व्यक्त की है।

अब एतद्वारा निम्नानुसार सहमति व्यक्त की जाती है:

- उक्त शर्तों में निर्धारित तरीके और समय में भुगतान की जाने वाली संविदा राशी के प्रतिफल में, ठेकेदार उक्त शर्तों पर और उसके अधीन उक्त ड्रॉइंगो में दिखाए गए और उक्त विनिर्देशों तथा मात्रा की अनुसूची में वर्णित कार्य को निष्पादित और पूर्ण करेगा।
- नियोक्ता ठेकेदार को उक्त संविदा राशि या ऐसी अन्य राशि का भुगतान करेगा जो उस समय और उक्त शर्तों में निर्दिष्ट तरीके से देय होगी।
- उक्त शर्तों में "वास्तुकार" शब्द का अर्थ होगा, इस संविदा के अंतर्गत कार्यों के वास्तु संबंधी आयोजना आदि के प्रयोजन से ' इन हाउस वास्तुकार '।
- उक. भारतीय रिज़र्व बैंक कार्यों के पर्यवेक्षण, बिलों के प्रमाणन, भुगतान करने और विभिन्न नियमों, शर्तों और उल्लेख के कार्यान्वयन का प्रशासन और सीधे व्यवस्था करेगा।
- 4. उक्त शर्तों और विभिन्न अनुसूचियों को इस करार के भाग के रूप में पढ़ा और माना जाएगा, और पक्षकार क्रमशः इसका पालन करेंगे, खुद को उक्त शर्तों के अधीन मानेंगे और उक्त शर्तों में निहित अपने हिस्से के करार का कार्य करेंगे।
- इसमें उल्लिखित करार और दस्तावेज इस संविदा का आधार बनेंगे।
- 6. यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही एक आंशिक कार्य संविदा,बिक्क मेकर टॉवर कफ परेड के पास,मुंबई की 13 वीं मंजिल (ई विंग) और 20 वीं मंजिल (एफ विंग में) पर भारतीय रिज़र्व बैंक के लिए फ़ैकटरी निर्मित मॉडुलार वर्क स्टेशन, केबिन पार्टिशन, केबिन वर्क टेबल और संबंधित उपयोगी वस्तुओं / सहायक उपकरण की डिज़ाइन, फैब्रिकेशन और आपूर्ति और संस्थापन के संबंध में

- कार्य करने की संविदा है, जिसके लिए भुगतान, दरों की अनुसूची और संभावित मात्रा में निहित दरों पर, या जैसा कि उक्त शर्तों में प्रदान किया गया है, वास्तविक माप मात्रा के अनुसार किया जाएगा।
- 7. ठेकेदार उक्त शर्तों में निर्धारित तरीके से सिविल कार्य, सेनेटरी कार्य और जुड़नार की संस्थापना, स्थाई जल आपूर्ति, विद्युत संस्थापना, जुड़नार, वातानुकूलन और अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए बहुत हीउचित सुविधा का उपयोग करेगा और दीवारों, फर्श इत्यादि को हुए किसी नुकसान को इस तरह के कार्यों के पूरा होने के बाद ठीक करेगा।
- 8. नियोक्ता इस संविदा पर प्रतिकूल प्रभाव के बिना कार्य में किसी मद को जोड़ते अथवा छोड़ते हुए अथवा उक्त के किसी भाग को करते हुए डॉइंग और कार्य की प्रकृति में परिवर्तन करने का अधिकार रखता है।
- 9. समय को इस संविदा का सार माना जाएगा और समय के विस्तार के लिए प्रावधानों के होते हुए भी ठेकेदार कार्य प्रदान पत्र प्राप्त होने के 15 वें दिन से कार्य प्रारंभ करने और 120 कैलेंडर दिनों के भीतर सम्पूर्ण कार्य को पूरा करने के लिए एतद्दुवारा सहमत हैं।
- 10. इस संविदा के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल मुंबई में किए जाएंगे।
- 11. इस करार से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को मुंबई में उत्पन्न माना जाएगा और उक्त के संबंध में निर्धारण का क्षेत्राधिकार केवल मुंबई में स्थित न्यायालयों का होगा।
- 12. इस संविदा के सभी हिस्सों को ठेकेदार द्वारा पढ़ा गया है और ठेकेदार द्वारा पूरी तरह से समझा गया है। जब तक बैंक के प्रभारी अभियंता से विशिष्ट लिखित निर्देशों द्वारा आदेशित नहीं किया जाता है, तब तक ठेकेदार निविदा से अधिक मात्रा के भुगतान के लिए हकदार नहीं होंगे।
- 13. ठेकेदार बैंक के बुनियादी ढांचे / प्रणालियों / उपकरणों, जो इस करार से संबंधित अपने संविदात्मक दायित्वों के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान में आ सकता है, आदि के संबंध में प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का खुलासा किसी भी तीसरे पक्ष के साथ नहीं करेगा और उक्त को हर समय सख्त रूप से गोपनीय रखेगा। ठेकेदार संविदा के विवरणों को, उक्त के अंतर्गत दायित्वों के निर्वहन के लिए आवश्यक सीमा तक अथवा लागू विधियों के अनुपालन के लिए, के अतिरिक्त निजी और गोपनीय रखेंगे। ठेकेदार नियोक्ता की पूर्व लिखित सहमित के बिना किसी भी व्यापार या तकनीकी पेपर या अन्य जगहों पर कार्य के ब्योरों को प्रकाशित नहीं करेगा, प्रकाशित करने की अनुमित नहीं देगा या खुलासा नहीं करेगा। ठेकेदार किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को हुए किसी भी नुकसान के लिए क्षतिपूर्ति करेगा। उपर्युक्त के पालन में विफलता को ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा और नियोक्ता नुकसान के संबंध में दावा करने और कानूनी उपायों का अनुसरण करने का हकदार होगा।

इस करार के अंतर्गत गोपनीय सूचना के गैर-प्रकटीकरण दायित्वों का पूर्ण अनुपालन सुनिश्चित करने के लिए ठेकेदार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाइयां करेंगे।

गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार के अंत या समाप्ति के बाद भी बने रहेंगे।

के साक्ष्य में नियोक्ता और ठेकेदार ने उक्त विलेख पर ऊपर उल्लिखित दिनांक और दिवस को अपने हस्ताक्षर किए हैं।

यदि ठेकेदार साझेदार अथवा एक व्यक्ति है

के साक्ष्य में नियोक्ता ने इस विलेख पर अपने विधिवत प्राधिकृत अधिकारी द्वारा हस्ताक्षर किए हैं और ठेकेदार ने इस पर अपनी साधारण मुहर लगाते हुए ऊपर उल्लिखित दिनांक और दिवस को अपनी ओर से इस विलेख का निष्पादन किया है। यदि ठेकेदार कंपनी है

हस्ताक्षर खंड	
भारतीय रिज़र्व बैंक ने निम्नलिखित के द्वारा हस्ताक्षरित और प्रदत्त श्री	
्रनाम और पदनाम) की उपस्थिति में (1) पता (2) पता	
हस्ताक्षरित और प्रदत्त की उपस्थिति में (1) पता (2) पता	यदि पक्षकार साझेदार फर्म है अथवा व्यक्ति है, सभी के द्वारा अथवा सभी साझेदारों की ओर से हस्ताक्षर किया जाए
निम्नलिखित की साधारण मुहर	
(1) (2) निम्नलिखित की उपस्थिति में जिन निदेशकों ने इस विलेख पर टोकन हस्ताक्षर किए हैं, (1) (2)	यदि ठेकेदार द्वारा उनके साधारण मुहर के अंतर्गत हस्ताक्षर किया जाता है, हस्ताक्षर खंड संस्था के अंतर्नियम के मुहर खंड के साथ मेल खाता हो
श्री के तथा विधिवत गठित अटर्नी द्वारा ठेकेदार ने हस्ताक्षर कर प्रदत्त किया.	यदि ठेकेदार मुख्तारनामे के हाथों हस्ताक्षर कर रहा है, क्या कंपनी है अथवा व्यक्ति

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

		Place:	
		Date:	
Chief (Reser Premis	Mala Sinha General Manager erve Bank of India ises Department, ral Office, Mumbai-400 001		
Dear S	Sir,		
Cabin	e of Work: Design, Fabrication, Supply and Fixing factory n Partitions, Cabin Work tables & associated utilities / accesso h Floor (in E wing) & 20th Floor (in F wing) of Maker Tower nea	ories for Reserve Bank o	f India
Ref.: 1	NIT/Advt.No. date		
WHER	REAS		
(hereir	Reserve Bank of India, having its Central Office at Shahid linafter called the 'RBI') has invited tenders for the captioned wo	ork (hereinafter called "the	
a sum Depos	ne of the terms of invitation of tenders that the Tenderer shall n of Rs (Rupees sit (EMD).	only) as Earnest M	oney
Clients furnish	(Name of the Tenderer), (hereinafter called as "t ts/Constituents intend to submit their tender/ Bid for the said who have a submit their tender bid for the said who have a submit their tender bid for the said who have a submit their tender bid for the said sum of Rs only) in respect of EMD.	ork and have requested	us to
NOW ⁻	THIS GUARANTEE WITNESSETH		
1.	We (Name of the Bank) do hereby agree their Successors, Assigns that in the event of the RBI come. Tenderer have not performed their obligations under the same have committed a breach thereof, which conclusion shall be said Tenderer; we shall on demand by the RBI, pay without the same control of the control of the due performance of the obligations of the conditions, provided, however, that our liability against such of Rs (Rupees only).	ing to the conclusion that aid conditions of the tender binding on us as well a demur to the RBI, a sum of lower amount that manuivalent to the Earnest Manuel the Tenderer under the	et the der or as the of Rs. y be oney said

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. 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 g	uarantee shall not be revoked by us without prior consent in writing of the RBI.
We he	reby further agree that –
a)	Any forbearance or commission on the part of the RBI in enforcing the conditions of the
	said agreement or in compliance with any of the terms and conditions stipulated in the said
	tender and/or hereunder or granting of any time or showing of any indulgence by the RBI
	to the Tenderer or any other matters in connection therewith shall not discharge us in any
	way and our obligation under this guarantee. This guarantee shall be discharged only by
	the performance by the Tenderers of their obligations and in the event of their failure to do
	so, by payment by us of the sum not exceeding Rs (Rupees
	only).
b)	only). Our liability under these presents shall not exceed the sum of Rs (Rupees
b)	
	Our liability under these presents shall not exceed the sum of Rs (Rupees
	Our liability under these presents shall not exceed the sum of Rs (Rupees only) .
	Our liability under these presents shall not exceed the sum of Rs (Rupees only) . Our liability under this agreement shall not be affected by any infirmity or irregularity on the
	Our liability under these presents shall not exceed the sum of Rs (Rupees only) . 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.
c)	Our liability under these presents shall not exceed the sum of Rs (Rupees only) . 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.
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c)	Our liability under these presents shall not exceed the sum of Rs (Rupees only) . 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. This guarantee shall remain in force up to (four months from the last date of submission of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein. Our liability under these presents will terminate unless these presents are renewed as
c)	Our liability under these presents shall not exceed the sum of Rs (Rupees only) . 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. This guarantee shall remain in force up to (four months from the last date of submission of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein. 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
c)	Our liability under these presents shall not exceed the sum of Rs (Rupees only) . 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. This guarantee shall remain in force up to (four months from the last date of submission of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein. 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
c)	Our liability under these presents shall not exceed the sum of Rs (Rupees only) . 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. This guarantee shall remain in force up to (four months from the last date of submission of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein. 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
c)	Our liability under these presents shall not exceed the sum of Rs (Rupees only) . 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. This guarantee shall remain in force up to (four months from the last date of submission of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein. 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

Yours faithfully,

For and on behalf of	Bank.
Authorized Official (with seal)	
(NB: This guarantee will require stamp duty as app	licable in the state, where it is executed and

shall be signed by the official whose signature and authority shall be verified).

PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

			ГIauc
			Date:
Smt Mala Sinha			
Chief General Manage	er		
Reserve Bank of India			
Premises Department			
Central Office, Mumba	ıi-400 001		
Dear Sir,			
Cabin Partitions, Cabi		ited utilities / accessorie	de Modular Work Stations s for Reserve Bank of India tuffe Parade, Mumbai.
Whereas Reserve Bar	nk of India, having its Cer	ntral Office at Shahid Bh	agat Singh Road, Mumbai,
			d project (hereinafter called
			ereinafter called " the said
	ression shall include its s	9 /	•
			mit to RBI a Performance
Security for a		of ₹	
fulfilment by the eai			s and words) for the due ontained in the contract.
•			ink"), at the request of M/s
v v O,	the contractor do her	rehy undertake to nav	to the RBI an amount not
			r due fulfilment of the terms

the "Contract") to M/s(<u>Name of the Contractor)</u> (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
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 no
exceeding Rs as Performance Bank Guarantee for due fulfilment of the terms and conditions of the contract.
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 o
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 o
Rs (Rupees only) or any lower amount that may be
demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance
Bank Guarantee Amount for the due performance of the obligations of the Contractor unde
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 o
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.

۱۸	/e	hereby	further	agree	that -
v		IICICDV	IUIUIUI	auicc	uiai —

We he	reby further agree that –
f)	Any forbearance or commission on the part of the RBI in enforcing the conditions of the
	said agreement or in compliance with any of the terms and conditions stipulated in the said
	Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI
	to the Contractor or any other matters in connection therewith shall not discharge us in any
	way and our obligation under this guarantee. This guarantee shall be discharged only by
	the performance by the Contractor of their obligations and in the event of their failure to do
	so, by payment by us of the sum not exceeding Rs (Rupees
	only).
g)	Our liability under these presents shall not exceed the sum of Rs (Rupees
	only) .
h)	Our liability under this agreement shall not be affected by any infirmity or irregularity on the
	part of our said constituents/clients or their obligations thereunder or by dissolution or
	change in the constitution of our said constituents.
i)	This guarantee shall remain in force up to (30 days beyond the work completion
	period) provided that if so desired by the RBI, this guarantee shall be renewed for a further
	period as may be indicated by them on the same terms and conditions as contained herein.
j)	Our liability under these presents will terminate unless these presents are renewed as
	provided hereinabove on the or on the day when our said constituents comply
	with their obligations, as to which a certificate in writing by the RBI alone is the conclusive
	proof whichever date is later. Unless a claim or suit or action is filed against us within
	or any extended period, all the rights of the RBI against us under this guarantee
	shall be forfeited and we shall be released and discharged from all our obligations and
	liabilities hereunder.
	ess whereof I/We of the Bank have signed and sealed this guarantee on the day of (Month) 2020 being herewith duly authorized.
For an	d on behalf of (Name of the Bank)

OI.	
Witness 1	Witness 2
Signature Name Address	Signature Name Address

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

Name: Designation

Stamp/ Seal of the Bank

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

Smt. Mala Sinha Chief General Manager Reserve Bank of India Premises Department, Central Office, Mumbai-400 001

Dear Sir/Madam,

Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions
Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13th Floo
(in E wing) & 20th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.

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				stitute, appo							
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holder)	who	is	presently	employed	with	us	and	holding	the	position	of
							as	our attorr	ney, to	do in our na	ame
and on o	ur beha	alf, all	such acts, d	leeds and thi	ngs nec	essary	y in con	nection w	ith or ir	ncidental to	our
bid for th	ne capt	ionec	l Project, ind	cluding signir	ng and	submi	ssion o	f all docu	ıments	and provi	ding
information	on / res	spons	es to the Re	eserve Bank	of India	(RBI)	, repres	senting us	in all	matters be	fore
RBI, and	genera	lly de	aling with RE	BI in all matter	s in cor	nectio	n with c	ur propos	al for th	ne said Pro	ject.

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

Signature/(s) of the Tenderer Name/(s) Stamp/Seal of the Tenderer

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

Proforma for providing input for NEFT Payment

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Authorized Signature of the Officer of the Bank.

Bank's Stamp

Date:

Proforma for Indemnifying the Employer against Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

To,

Smt. Mala Sinha Chief General Manager Reserve Bank of India Premises Department, Central Office, Mumbai-400 001

Dear Sir/Madam

Design,	Fabrication,	Supply	and	Fixing	factory	made	Modular	Workstations	, Cabin
Partition	s, Cabin Worl	k tables 8	k ass	ociated	utilities /	acces	sories for	Reserve Bank	of India
at 13 th FI	oor (in E wing	j) & 20 th F	loor	(in F wir	ng) of Ma	ker To	wer near (Cuffe Parade, N	/lumbai.

We, M/s (N	lame of contractor), hereby ur	ndertake that we shall co	mply with all the
statutory rules/ regulation	ns with regard to the employme	ent of contract labour an	d their payment.
We also hereby fully inde	emnify and keep indemnified th	he Employer, i.e. Reserv	e Bank of India,
against payments to be r	nade to the contract labour a	nd for the observance o	f the laws in this
regard without prejudice	to our right to claim indemnity	y from our sub-contracto	rs.

Yours faithfully,	
For	

Authorised signatory

<u>Proforma for Indemnifying the Employer against Patent Rights</u> (On Non-Judicial Stamp Paper of appropriate value)

To,

Smt Mala Sinha Chief General Manager Reserve Bank of India Premises Department, Central Office, Mumbai-400 001
Dear Sir/Madam
Design, Fabrication, Supply and Fixing factory made Modular Workstations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13 th Floor (in E wing) & 20 th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.
We, M/s (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.
In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
Yours faithfully,
For
<u>Authorised signatory</u>
NAME AND ADDRESS OF THE CONTRACTOR:
SIGN & SEAL OF THE CONTRACTOR: Date: Place:

Undertaking in connection with

Payment of advance on materials consumed in ready to install parts delivered by the Contractor at the site

(On Non-Judicial Stamp Paper of appropriate value)

To,
Smt Mala Sinha
Chief General Manager
Reserve Bank of India
Premises Department,
Central Office, Mumbai-400 001

Dear Sir/Madam

Design, Fabrication, Supply and Fixing factory made Modular Workstations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13th Floor (in E wing) & 20th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai.

This	undertaking			day ractor) hereina		d as Contra	ictor.	by	M/s
calle Empl paid	d as the said a oyer has agree an advance o ered by the Co	Agreeme ed at his of up to 7	nt and in to discretion of 75% of the	entered into a erms of Clause on the request cost of mater (hereinafter ca	e No.07 in of Contract ials consur	the Clause tor that the ned in rea	es of Cont Contracto dy to inst	ract or wi all p	ill be parts

The Contractors have applied to the Employer that they be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of work. The Employer has agreed to do so on the terms and conditions hereinafter set out.

Now this letter of Undertaking witnesses that in consideration of the said Agreement, and in consideration of the amount paid/payable to the Contractors by the Employer and of any further advances as may be made to the Contractor as aforesaid, the Contractor hereby agrees with the Employer and undertake as under:

- 1. The amount advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced shall be employed by the Contractor in or towards expending the execution of the said Works and for no other purpose whatsoever.
- 2. That the materials which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and not free from encumbrances of any kind and the Contractors indemnifies the Employer against all claims in respect of which an advance has been made to them as aforesaid.
- 3. That the materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said Materials) shall be used by the Contractors

solely in the execution of the said Works in accordance with the directions of the Bank's Engineer and in the terms of the said Agreement.

4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risk of the said Materials and that until used in installation as aforesaid, the said Materials shall remain at the site of the said Works in the Contractor's custody and on their own responsibility and shall at all times be open to inspection by the Bank's Engineers or any officer authorized by the Engineer-in-Charge.

In the event of the said Materials or any part thereof being stolen, destroyed or damaged, the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same complete in all respect conforming to the specifications of Contract.

- 5. That the said materials shall not on any account be removed from the site of the said Works except with the written permission of the Engineer-in-Charge.
- 6. That the advances shall be repayable in full when or before the Contractors received payment from the Employer of the price payable to them for the said Works under the terms and the provisions of the said Agreement provided that if any intermediate payments are made to the Contractors on account of work done, then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said Materials the actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- 7. That if Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said Agreement or of the presents, the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the Contractor to the Employer together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agree with the Employer to repay and pay the same respectively to him accordingly.
- 8. That the Contractor hereby charges all the said Materials with the repayment to the Employer of the sum or sums, advances as aforesaid and all cost, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said Agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Employer may at anytime thereafter adopt all or any of the following courses as he may deem best.
- (a) Seize and utilize the said materials or any part thereof in the completion of the said Works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said Agreement, debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said Agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the Employer on demand.

- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the money owing out of the security deposits or any sum due to the Contractor under the said Agreement.
- 9. That except in the event of such default on the part of the Contractor as aforesaid interest on the said Advance shall be payable.
- 10. That in the event on any conflict between the provisions of these presents and the said Agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction of effect of these presents the settlement of which has not been hereinbefore expressly provided for, the same shall be referred to the Employer whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.
- 11. The provision of this undertaking shall be deemed to be supplemental to the said Agreement.

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

Address

SIGNED, SEALED AND DELIVERED

BY THE CONTRACTOR

IN THE PRESENCE OF

Witness One

Signature

Name

Address

RESERVE BANK OF INDIA PREMISES DEPARTMENT MUMBAI

RBI/ Central Office/ Premises Dept./ /18-19 /ET/

e-TENDER FOR

Provision of workstation & cabin furniture at Maker Tower, Near World Trade Centre, Cuffe Parade,.

Part II (Unpriced Bid)

Name of Tenderer _______

Address ______

Due Date and time of Submission of e-Tender ------

Un-Priced Bid

Name of Work -Design, fabrication, supply and fixing factory made modular workstations, cabin work tables and associated utilities /accessories for Reserve Bank of India at 13th floor (in E Wing) & 20th floor (in F Wing) of Maker Tower, near Cuffe Parade, Mumbai.

	Schedule of Quantity		
Item No.	Description of Item	Otv	Unit
A	WORK STATIONS:	Qty.	Oilit
	Design*, fabrication, supply and fixing / installation in position factory made Modular workstation system as per technical specifications (Ref.: Section VI of Part I) and drawings [Ref. No.: BOM 1154 Sht. No.1 (13th floor lay out) & BOM 1154 Sht. No. 2 (20th Floor Lay out), BOM 1140 sht no. 10 r5] consisting the following (Item no. I to IV below):		
	[*Note: Contractor shall submit a warranty of 05 years certifying the sturdiness, stability, self-supportiveness and structural safety of the system.]		
I	WORK STATIONS - PARTITIONS- (1220 mm height)		
	Double skin partitions of minimum height 1220 mm made with designed* / proprietary* framework consisting of matt finish powder coated extruded aluminium sections, prelaminated particle board on both sides up to work surface and prelaminated particle board/ fabric/ glass/ white board/ soft board panel above the wire management system at work surface level as per specifications, drawings complete all as directed by the Bank's Engineer with following details:		

I (a)	Partition with one side fabric panel / white board above work surface level and prelaminated particle board on the other side.	200	Sqm.
I (b)	Partition with fabric panel above work surface level on both sides.	90	Sqm.
I (c)	Partition with single glass panel (toughened) above work surface level	43	Sqm.
I (d)	Partition with white board on both sides.	38	Sqm.
I (e)	Single glass panel (toughened) to be mounted on top of the work surfaces with appropriate mounting clips	11	Sqm.
I (f)	Low height (300 mm) fabric panel to be mounted on top of the work surfaces with appropriate mounting clips.	31	Sqm.
II	WORK STATIONS – WORK SURFACES:		
	Standard work surface single or cluster, made from MDF board with both side laminate finish, supported on the workstation partitions with necessary cantilever brackets, end/corner brackets and gable end supports etc. as per site requirement and as shown in the drawing. All fixtures/fittings/peripherals shall be as per specifications/ drawings/design requirement with laminate of approved shade and aluminium extruded members powder coated in approved shade matching to laminate etc. [Note: (**) Longitudinal dimensions of work tops mentioned below may vary slightly as per site. Item shall be supplied after verifying actual measurements at site. The workstations to include the following:		

В	Cabin / Cubical Partitions:		
IV	Work Stations - Pedestal mobile drawer unit made of CRCA sheet finished with powder coating of approved shade having overall size 450 W x 575 D x 675 H with drawers/ filing arrangement etc. complete all as directed by Bank's Engineer.	149	Nos.
III	Work Stations - Key board tray with mouse tray of approved make and shade complete all as directed by the Bank's Engineer.	149	Nos.
II (b)	Providing and fixing rectangular shape work surface of approx. 600mm wide x **1470mm or as per actual site dimension available as indicated in the drawing (additional brackets, gable end supports as required shall be provided). The top will have 2 mm thick PVC edge binding of approved shade on exposed side. Sealed edge in table top must be with 0.8mm thick PVC edge binding of approved shade.	9	Nos.
II (a)	Work surface of overall size 1500mm x 1500 mm x 600 mm with curved profile as indicated in the drawing (additional brackets, gable end supports as required shall be provided). The top will have 2 mm thick PVC edge binding of approved shade on exposed side. Sealed edge in table top must be with 0.8mm thick PVC edge binding of approved shade.	140	Nos.

	Design*, fabrication, supply and fixing / installation in position factory made Modular cabin / cubical system partitions as per technical specifications (Ref.: Section VI in Part I)and drawings [Ref. No.: BOM 1154 Sht. No.1 (13th floor lay out) & BOM 1154 Sht. No. 2 (20th Floor Lay out) and BOM 1154 Sht. No.3 consisting the following (Item no. V to VIII below):		
	[*Note: Contractor shall submit a warranty of 05 years certifying the sturdiness, stability, self-supportiveness and structural safety of the system.]		
V	Grade C/PS Cabin / Cubical Partitions (2100mm Height): Double skin partitions of minimum height 2100 mm made with designed* / proprietary* framework consisting of matt finish powder coated (of approved shade) extruded aluminium sections, prelaminated particle board on both sides up to work surface and prelaminated particle board/ fabric/ glass / white board/ soft board panels above the wire management from work surface level to 1220 mm height. Both side 8 mm thick toughened glass panel from 1220 mm to 2100 mm height with designed* framing to support glass panels. Vertical frame work/supports of the partition on either end and alternate (minimum) in between, shall be firmly fixed to main RCC ceiling and floor by designed screws/dash fasteners etc. to attain rigidity to the partition. The facility of wire management shall also be provided at skirting level etc. complete as directed by Bank's Engineer. The combination of panels above work surface will be as under: (Refer drawing No.BOM 1154 Sht. No.3)		
V (a)	Partition with both side prelaminated particle board up to 1220 mm height and double skin 8 mm thick toughened glass panel from 1220 mm to 2100 mm. height.	395	Sqm.

V (b)	Partition with one side prelaminated particle board up to 1220mm height and other side fabric panel above work surface up to 1220mm and double skin 8 mm thick toughened glass panel partition from 1220 mm to 2100 mm	49	Sqm.
V (c)	Partition with one side prelaminated particle board up to 1220mm height and other side White Board above work surface up to 1220mm and double skin 8 mm thick toughened glass panel partition from 1220 mm up to 2100 mm	33	Sqm.
V (d)	Partition with one side prelaminated particle board up to 1220mm height and other side fabric panel above work surface up to 1220mm (So total ht. of partition is 1220mm)	60	Sqm.
V (e)	Partition with one side prelaminated particle board up to 1220mm height and other side White Board above work surface up to 1220mm (So total ht. of partition is 1220mm)	39	Sqm.

VI	Gr. E / D Cabin / Cubical Partitions (2590 mm Height): Double skin partitions of minimum height 2590 mm made with designed* / proprietary* framework consisting of matt finish powder coated (of approved shade) extruded aluminium sections, prelaminated particle board on both sides up to work surface and prelaminated particle board/ fabric/ glass / white board/ soft board panels above the wire management from work surface level to 1220 mm height. Both side 8 mm thick toughened glass panel from 1220 mm to 2100 mm height with designed* framing to support glass panels and both side prelaminated particle board above 2100 mm to 2590 mm height. Vertical frame work/supports of the partition on either end and alternate (minimum) in between, shall be firmly fixed to main RCC ceiling and floor by designed screws/dash fasteners etc. to attain rigidity to the partition. The facility of wire management shall also be provided at skirting level etc. complete as directed by Bank's Engineer. The combination of panels above work surface shall be as under: (Refer drawing No. BOM 1154 Sht. No. 3)		
VI (a)	Partition with both side prelaminated particle board up to 1220 mm height and double skin 8 mm thick toughened glass panel partition from 1220 mm up to 2100 mm and both side prelaminated particle board partition from 2100 mm to 2590 mm height	398	Sqm.

VI (b)	Partition with one side prelaminated particle board and one side fabric panel up to 1220 mm height and double skin 8 mm thick toughened glass panel partition from 1220 mm upto 2100 mm and both side prelaminated particle board partition from 2100 mm to 2590 mm height	35	Sqm.
VI (c)	Partition with one side prelaminated particle board and one side fabric panel up to 2100 mm height and both side prelaminated particle board from 2100 mm up to 2590 mm height	13	Sqm.
VI (d)	Partition with one side fabric panel and one side white board panel up to 2100 mm height and both side prelaminated particle board from 2100 mm up to 2590 mm height	5	Sqm.
VI (e)	Partition with one side prelaminated particle board and one side white board panel up to 2100 mm height and both side prelaminated particle board from 2100 mm up to 2590 mm height	15	Sqm.
VI (f)	Partition with both side white board panel up to 2100 mm height and both side prelaminated particle board from 2100 mm up to 2590 mm height	20	Sqm.
VI (g)	Partition with both side fabric panel up to 1220 mm height and double skin 8 mm thick toughened glass panel partition from 1220 mm up to 2100 mm and both side prelaminated particle board panel from 2100 to 2590 mm height	28	Sqm.
VI (h)	Partition with both side fabric panel up to 2100 mm height and both side prelaminated particle board panel from 2100 mm to 2590 mm height	28	Sqm.
VI (i)	Partition with both side prelaminated particle board from 2100 mm upto 2590 mm height on glass doors	13	Sqm.

VII	Gr. F / Meeting Room / Conference Room Cabin Partitions (approx. 2950 mm Height): Double skin partitions of minimum height 2950 mm made with designed* / proprietary* framework consisting of matt finish powder coated (of approved shade) extruded aluminium sections, prelaminated particle board/veneer panel up to false ceiling height (approx. 2590 mm) and prelaminated particle board on both sides from 2590 mm to true ceiling height (approx. 2950 mm). Vertical frame work/supports of the partition on either end and alternate (minimum) in between, shall be firmly fixed to main RCC ceiling and floor by designed screws/dash fasteners etc. to attain rigidity to the partition. The facility of wire management shall be provided as per detailed specifications and drawings all complete as directed by Bank's Engineer. (Refer drawing No. BOM 1154 Sht. No.3) The combination of panel as under:		
VII (a)	Partition with one side prelaminated particle board and one side Veneer panel up to false ceiling height and both side prelaminated particle board above up to true ceiling height	188	Sqm.
VII (b)	Partition with both side Veneer panel up to false ceiling height and both side prelaminated particle board above up to true ceiling height	78	Sqm.
VII (c)	Partition with one side prelaminated particle board up to false ceiling height and one side veneer panel up to 1200mm and white board above up to 2100mm height and balance veneer panel up to false ceiling level and both side prelaminated particle board above up to true ceiling height	6	Sqm.

VII (d)	Partition with both side veneer panel up to 1200mm and both side white board on above up to 2100mm height and balance veneer panel up to false ceiling level and both side prelaminated particle board above up to true ceiling height	3	Sqm.
VII (e)	Partition with one side prelaminated particle board and one side veneer panel from 2100 mm up to false ceiling level and both side prelaminated particle board from false ceiling level to true ceiling height above glass doors	6	Sqm.
VIII	Glazed Door shutters to the Cabin (Size- 900 mm x 2100 mm): Providing and fixing 12 mm thick toughened glass door shutter with necessary hardware, floor spring to support the glass shutter, pair of SS Handles and locking arrangement etc. all complete with approved make & style and as directed by Bank's	36	Nos.
С	Engineer. Cabin Furniture		
	Design*, fabrication, supply and fixing / installation factory made modular cabin furniture as per specifications and drawings consisting of the following (Item no. I to V below): Refer Drawing No. BOM 1154 Sht. No. 3 for cabin layout.		
	[*Note: Contractor shall submit a warranty of 05 years certifying the sturdiness, stability, self-supportiveness and structural safety of the system.]		
I	CHIEF GENERAL MANAGERS - (GRADE 'F') TABLE :		
	Refer to Drawing no. BOM 1154 Sht. No. 5 for details.		

	Table, Credenzas, pedestal unit and keyboard as per specification (Ref.: Section VI in Part I) and drawings as per following sizes. (a) Table top surface of size 2100 mm x 900mm (with curved edges) Height of Table from GL 750mm. Rate shall be inclusive for providing and fixing 75 mm dia grommet. (b) Modesty Panel for Full length, 600mm wide as per approved design and drawing made of 18 Gauge CRCA steel sheet with powder coating of approved shade. (c) Gable Ends made of 25 mm thick MDF board with 0.6mm thk laminate of approved make and shade on both sides and 870 mm wide up to table top 2 nos with levelers etc. (d) Approved quality CRCA Key board tray with mouse tray. (e) Side Credenza with sliding shutters of size 1200mm L x 450mm W x 750mm H as shown in the drawing and as per specifications. (f) One independent (rear) Credenza of Size 1950 mm L x 450mm W x 750mm H to be provided as per the drawing and as per the specifications of side credenza. (g) The table will be fitted with a pedestal mobile unit with drawer and filling arrangement. The size of the pedestal unit 450 mm W x 575 mm D x 675mm H. Note- Even if arrangement in the site is different rate quoted shall be same.	5	Nos.
II	GENERAL MANAGER / DEPUTY GENERAL MANAGER - (GRADE E/ D) TABLE :		
	Refer to Drawing no. BOM 1154 Sht. No. 6 for details.		

	Table, Credenzas, pedestal units and keyboard as per detailed drawing and specifications with use of 0.6 mm thick laminate on both sides of approved make/shade wherever required of following sizes. (a) Table top surface of size 1675 mm x 750 mm (curved edge) x 750 mm H (b) Modesty Panel for Full length, 600mm wide as per approved design and drawing made of 18 Guage CRCA steel sheet with powder coating of approved shade. (c) Approved quality CRCA Key board tray with mouse pad. (d) Side Credenza of size 990mm L x 450mm D x 750mm H as per the details shown in the drawing. (e) One independent (rear) Credenza of Size 1700 mm L x 450mm W x 750mm H to be provided as per detail shown in the drawing. (f) Gable Ends Assembly 730 mm W x 710 mm H x 25 mm thick MDF board with 0.6mm thick laminate of approved make and shade on both sides, up to table top - 2 nos or end support to the table at extreme end, of the full table width with levelers. Height of table top / credenza shall be 750mm. (g) The table will be fitted with a pedestal mobile drawer and filling arrangement. The size of the pedestal unit 450 mm W x 375 mm D x 675mm H. Note- Even if arrangement in the site is different rate quoted shall be same.	27	Nos.
III	ASST. GENERAL MANAGERS'S - Grade C TABLE		
	Refer to Drawing no. BOM 1154 Sht. No. 4 for details		

	Table, Credenzas, pedestal units and keyboard as per detailed drawing and specifications with use of 0.6 mm thick laminate on both sides of approved make/shade wherever required of following sizes: (a) Table top surface of size 1500mm L x 675mm W x 750mm Height. (b) Modesty Panel for Full length, 600mm wide as per approved design and drawing made of 18 Gauge CRCA steel sheet with powder coating of approved shade. (c) Approved quality CRCA Key board tray with mouse pad. (d) Gable Ends assembly 630 W x 710 H x 25 mm thick MDF Board with 0.6mm thick laminate of approved make and shade on both sides, up to table top (2 nos.) or end support to the table at extreme end, of the full table width with levelers. (e) Side Credenza of size 990mm L x 450mm D x 750mm H as per the details shown in the drawing and specification. Besides opening drawer unit side portion of credenza will have sliding shutter as per details/ sizes shown in drawings. (f) One independent (rear) Credenza of Size 1200 mm L x 450mm W x 750mm H to be provided as per detail shown in the drawing all complete as directed by Bank's Engineer. (g) The table will be fitted with a pedestal mobile drawer and filling arrangement. The size of the pedestal unit 450 mm W x 375 mm D x 675mm H.	36	Nos.
IV	TABLE FOR P.S.		
	Item same as item No. III above but :		

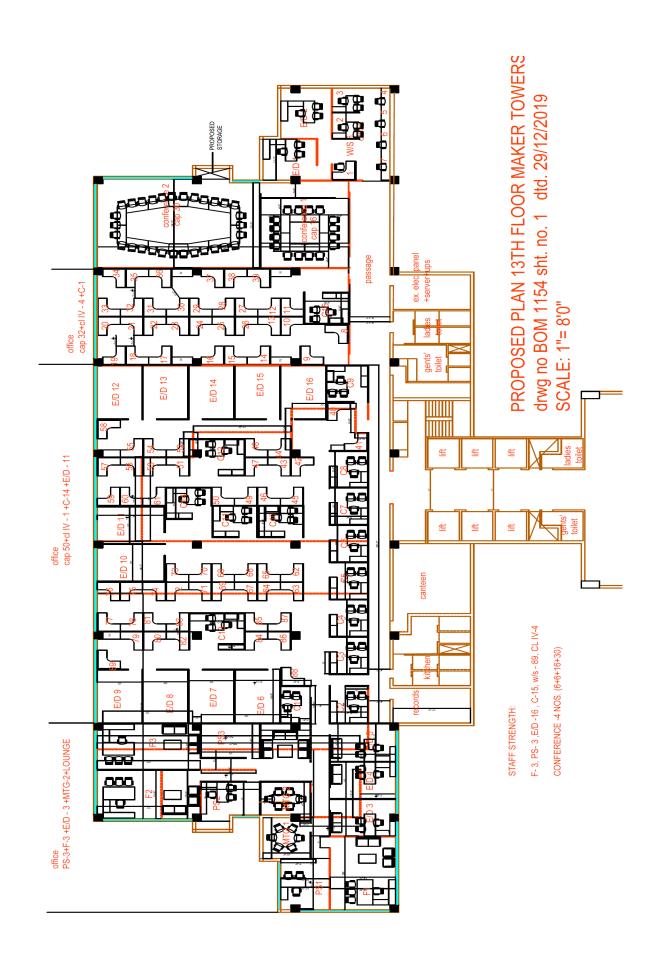
IV (a)	Without Rear / Back Credenza (I) 13th Floor PS (No. 1, 2 & 3) (II) 20th floor PS (2)	4	Nos.
IV (b)	With Rear / Back Credenza of Size: 2900 mm (L) X 450 MM (W) X 750 MM (Ht.) 20TH Floor- PS 1	1	Nos.
V	GENERAL STORAGE (OPENABLE TYPE):		
	Refer to Drawing no. BOM 1154 Sht. No. 7 for details Design, Fabrication, Supply and Fixing of Storage system. The structure of the storage should be of CRCA of 18 gauge thickness including the top of the unit. The depth of all the units should be 400mm. The facia of shutter of 15 mm and top of 25 mm Curvica (post formed) should be constructed from MDF board, 0.6mm thick laminate pasted on both sides of panel and screwed to the body of the unit. The rear side of the storage unit should be constructed of CRCA powder coated finish. Each unit should sit on a steel base of 85mm high finished with CRCA powder coated paint. Shelves shall be adjustable, made out of 18 gauge CRCA sheet in powder coated finish and would be fixed on a slotted section. The base should have levelers The base should have provision to pass wires through it. Complete as specified. The shutters will be openable as specified in the drawing with the number of shelves as shown in the drawing. The openable shutters are to be provided with telescopic hinges which fit onto the CRCA body along with suitable locking arrangement. (Sizes in elevation are approximate and will vary according to site conditions) etc. complete as per detailed specifications.		
V (a)	Size: 1500mm W x 1200mm H x 400mm D Four openable shutters	5	Nos

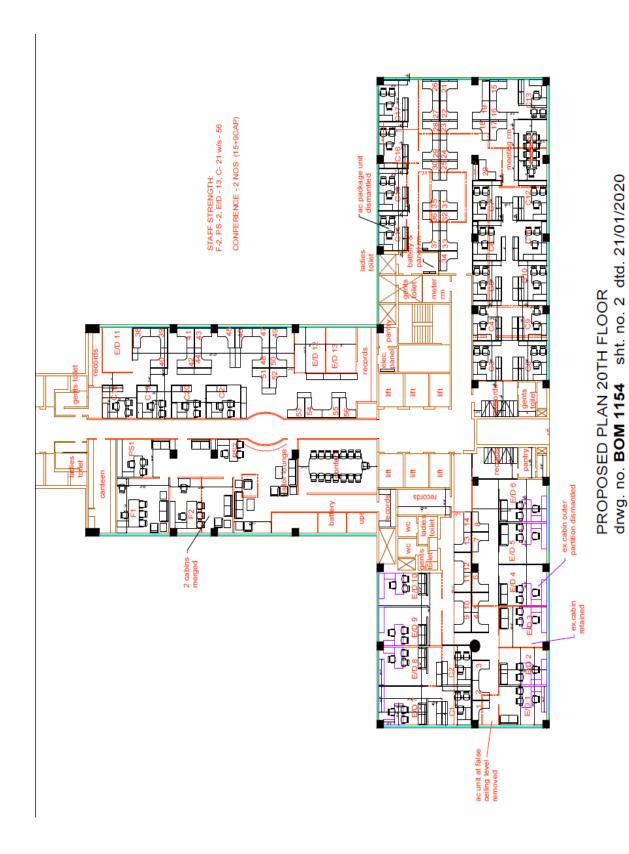
V (b)	Size: 1200mm W x 1200mm H x 400mm D Three openable shutters	9	Nos	
V c	Size : 900mm W x 1200mm H x 400mm D Three openable shutters	88	Nos	

Tender for Design, Fabrication, Supply and Fixing factory made Modular Work Stations, Cabin Partitions, Cabin Work tables & associated utilities / accessories for Reserve Bank of India at 13th Floor (in E wing) & 20th Floor (in F wing) of Maker Tower near Cuffe Parade, Mumbai –

Proposed Colour Scheme

- a) Partition on 13th floor (CREATED NEW) Laminate SUNMICA E 799/1799 Straight line teak
- Cabin partition (work station) Laminate AICA E761/1761 Bleached Teak (Page 81 of AICA 2018 catalogue)
- c) Work station vertical partition- Laminate AICA MS 824/1824 DH 8 Light (Page 57 of AICA 2018 catalogue)
- d) Work station worktop –Laminate AICA AW WP75 Kastura Light (Page 53 of AICA 2018 catalogue)
- e) Powder coating of work station frame and raceways Ochre Brown
- f) Pinup soft board fabric- Dark Brown / Chocolate





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