



SCHEDULE OF TENDER (SOT)

Item	Description
e-Tender no	RBI/CAB PUNE/Estate/24/23-24/ET/473
Name of the work	Electrical wiring works and LAN cabling from Empaneled Vendors of CAB, RBI, Pune - Renovation of RBIA 1st Floor(Part)
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn)
Date of NIT available to parties to download	From 05:00 PM of 02.02.2024
Pre-Bid meeting	At 11:00 AM on 06.02.2024
Earnest Money Deposit	₹13,480/- (to be paid by successful bidder on intimation of acceptance of tender)
Tender Fees	NIL
Date of starting of e-Tender for submission of online Techno-Commercial Bid and price bid at www.mstcecommerce.com/eprocn	5:00 PM of 12.02.2024
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 16.02.2024
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	3:00 PM of 16.02.2024
MSTC Transaction Fee	Amount as prescribed by MSTC Ltd.



**College of Agricultural Banking
Reserve Bank of India
Premises, Infrastructure and Maintenance (PIM) Division
University Road,
Pune-411016**

E-Tender for Electrical wiring works and LAN cabling from Empaneled Vendors of CAB, RBI, Pune - Renovation of RBIA 1st Floor (Part)

1. College of Agricultural Banking, Reserve Bank of India, Pune (the Bank) invites online Tenders by **E-Tendering** process from the **empaneled vendors with College of Agricultural Banking, Pune** for the above work. The work is estimated to cost ₹6.92 lakh and is to be completed within 30 days from the 14th day of work order.
2. Online tenders will be available for view /download to all bidders from 05 PM of 02.02.2024.
3. All the documents relating to eligibility criteria should be uploaded on MSTC portal. The same will be downloaded after bid opening date for examination by the Bank.
4. A pre-bid meeting (off-line mode) of the intending bidders will be held on 06.02.2024 at 11.00 AM at College of Agricultural Banking, Reserve Bank of India, Pune. The duly filled in tender documents shall be uploaded on MSTC portal till 02.00 PM on 16.02.2024. After examination, if any of the bidder is not found to possess the required eligibility criteria, their tenders will not be accepted by the Bank for further processing.
5. Part I of the tenders will be opened on-line at **03:00PM on 16.02.2024** in the presence of the authorized representative of the bidders who choose to be present. Part-II (Price bid) of the eligible bidder shall be opened on a subsequent date which will be intimated to the bidders in advance.
6. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

Principal, CAB, RBI Pune



College of Agricultural Banking
Reserve Bank of India
University Road
Pune – 411016

E-Tender for Electrical wiring works and LAN cabling from Empaneled Vendors of CAB, RBI, Pune - Renovation of RBIA 1st Floor(Part)

(Event No.: _____)

Part I

Name of the tenderer _____

Address _____

Date of NIT: 02.02.2024 from 17:00 hrs.

Date of start of tender: 12.02.2024, from 17:00 hrs.

Date of pre-bid meeting: 06.02.2024, at 11:00 hrs.

Last Date of Submission: 16.02.2024 till 14:00 hrs.

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, CAB, Pune. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting E-Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, CAB, Pune is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn (Version 3)</p> <p>1) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact person (MSTC):</p> <p>HO Central Help Desk: (For vendors)</p> <p>Phone Number : 07969066600</p> <p>helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)</p> <p>WRO Helpdesk:7651915418</p> <p>Availability</p> <p>Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – wroopn11@mstcindia.in</p> <p>9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.</p> <p>Contact person (RBI CAB, Pune):</p> <ul style="list-style-type: none">• Mrs Anjali Karyekar, AGM, Premises Section
----	--

Mobile No: 9890945006 Email id: askaryekar@rbi.org.in

- **Shri Shubham Pisal (Junior Engineer - Electrical)**

Mobile No: 7620674626 Email id: shubhampisal@rbi.org.in

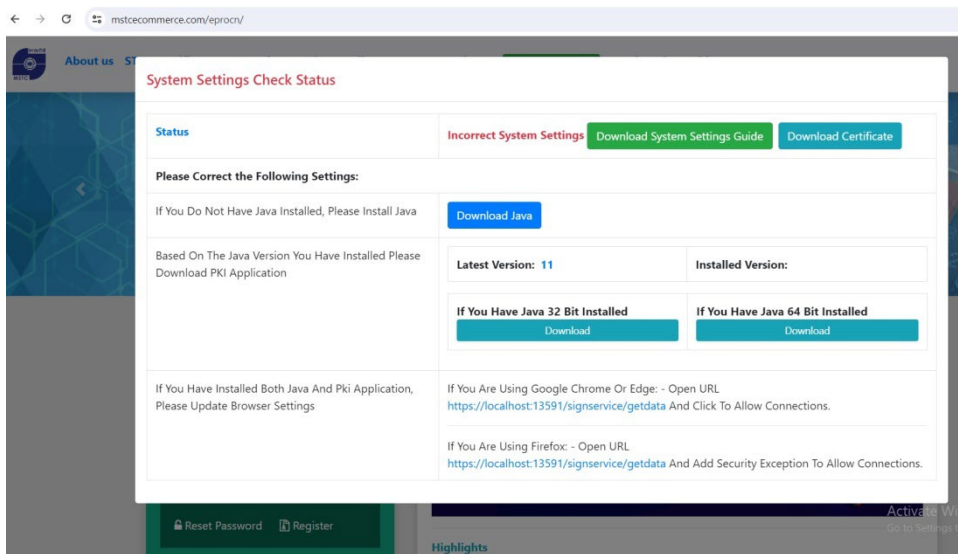
Vendors are required to register themselves online with

www.mstcecommerce.com/eprocn

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

B) System Requirement:

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



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

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

Note:

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

3. All entries in the e-Tender should be entered in online Technical & Commercial Formats

	without any ambiguity.
4.	<p><u>Special Note towards Transaction fee:</u></p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Contact Details:</p> <p>HO Central Help Desk: (For vendors)</p> <p>Phone Number : 07969066600</p> <p>helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)</p> <p>Availability</p> <p>Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – wroopn11@mstcindia.in</p> <p>WRO Helpdesk: 7651915418</p> <p>9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI CAB, Pune and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, CAB, Pune as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>

7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the e-Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprocn of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, CAB, Pune.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com □ e-procurement □ Common Portal □ Bid Floor Manager□ live event □Selection of the live event□ Transaction fee->Common terms->Attach Documents->Price Bid.</p> <p>Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.</p> <p>c) The bidder should allow to run an application namely java applet by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).</p>

	<p>d) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p>NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re-submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>e) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>f) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>h) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>j) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>k) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.</p> <p>l) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, CAB , Pune has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

13	The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprocn
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders

Important Note

The rates are to be quoted Online. In the online price bid, due to number of words limitation of 1000 characters, complete description could not be accommodated and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender document. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part-I of the tender document will be implemented.

Schedule of Tender (SOT)

Item	Description
e-Tender no	RBI/CAB PUNE/Estate/24/23-24/ET/473
Name of the work	Electrical wiring works and LAN cabling from Empaneled Vendors of CAB, RBI, Pune - Renovation of RBIA 1st Floor(Part)
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn)
Date of NIT available to parties to download	From 05:00 PM of 02.02.2024
Pre-Bid meeting	At 11:00 AM on 06.02.2024
Earnest Money Deposit	₹13,480/- (to be paid by successful bidder on intimation of acceptance of tender)
Tender Fees	NIL
Date of starting of e-Tender for submission of online Techno-Commercial Bid and price bid at www.mstcecommerce.com/eprocn	5:00 PM of 12.02.2024
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 16.02.2024
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	3:00 PM of 16.02.2024
MSTC Transaction Fee	Amount as prescribed by MSTC Ltd.

निविदा की अनुसूची

मद	विवरण
ई-निविदा नं	RBI/CAB PUNE/Estate/24/23-24/ET/473
कार्य का नाम	कृषि बैंकिंग महाविद्यालय (सीएबी), भारतीय रिज़र्व बैंक, पुणे में CAB, RBI, पुणे के पैनलबद्ध विक्रेताओं से इलेक्ट्रिकल वायरिंग कार्य और LAN केबलिंग - RBIA 1st फ्लोर (पार्ट) का नवीनीकरण
निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (www.mstcecommerce.com/eprocn) के माध्यम से (ऑनलाइन भाग I – तकनीकी वाणिज्यिक बोली और भाग II - मूल्य बोली)
पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	02.02.2024 को 17.00 बजे से
बोली पूर्व बैठक	06.02.2024 को 11.00 बजे
बयाना राशि	₹13,480/- (निविदा की स्वीकृति की सूचना पर सफल बोलीदाता द्वारा भुगतान किया जाएगा)
निविदा की फीस	NIL
www.mstcecommerce.com/eprocn पर ऑनलाइन टेकनों-कमर्शियल बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तारीख	12.02.2024 को सायं 5.00 बजे
टेकनों-कमर्शियल बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तारीख	16.02.2024 को दोपहर 2.00 बजे
भाग-I खोलने की तिथि और समय (अर्थात टेकनों-कमर्शियल बोली) भाग-II मूल्य बोली: भाग II खोलने की तिथि अर्थात मूल्य बोली के लिए अलग से सूचित किया जाएगा।	16.02.2024 को दोपहर 3.00 बजे
लेन-देन फीस	मेसर्स एमएसटीसी लिमिटेड द्वारा सलाह के अनुसार राशि।

INDEX

Sr. No.	Description	Page No.	
		From	To
1.	Section-I. Form of Tender	12	14
2.	Section-II. Articles of Agreement	15	19
3.	Section-III. General instructions to contractor	20	24
4.	Section-IV. Technical specifications	25	29
6.	Section-V. The conditions hereinbefore referred to	30	45
5.	Special Conditions	46	46
6.	Appendix Hereinbefore Referred To	47	47
7.	<u>Annexure I</u> - Commercial Checklist	48	48
9	<u>Annexure II</u> - List of approved makes	49	49
10.	Safety Code and Fire safety	50	53
11.	<u>Price Bid</u>	54	58

Section I

FORM OF TENDER

The Principal,
College of Agricultural Banking
Reserve Bank of India
Premises Section
Pune

Dear Sir,

We have carefully examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating to there as affecting the tender. We hereby offer to execute the works specified in the said memorandum, within the time specified in the said memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, General instructions to the tenderers, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	e Tender for Electrical wiring works - Renovation of RBIA 1st Floor(Part) at RBI CAB Pune
(b)	Estimated cost	:	Rs 6.92 Lakhs
(c)	Earnest Money Deposit(EMD)	:	Rs.13,840/- to be paid by successful bidder on intimation of acceptance of tender

(d)	Time allowed for completion of the work from fourteenth day after the date of written order to commence work	:	30 days
-----	--	---	----------------

Shri _____.

Place:

Date:

2. We also agree that our tender will remain valid for acceptance by the Bank for **60 days from the date of opening of Part I** of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.

Dated this ____ day of ____ 2024.

For and on behalf of M/s _____

(Signature with seal)

Name _____ Designation _____
Place _____ Date _____

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

Witnesses

(1) Signature with name, address and date _____

(2) Signature with
name, address and
date

SECTION-II

Articles of Agreement

Articles of Agreement

ARTICLES of Agreement made on the ----- day of -----

between the Reserve Bank of India, having its Central Office at Mumbai (hereinafter called "The Employer") of the one part and ----- (hereinafter called "The Contractor") of the other part.

Whereas the employer is desirous of doing the work of "Tender for electrical wiring Works-Renovation of RBIA 1st Floor(Part), at CAB Pune" as per Tender Event No _____ and whereas the said drawings/ specifications and the Schedule of Quantities for the above work 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 in the Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the said Schedule of Quantities at the respective rates therein set forth amounting to the payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications and the Schedule of quantities.
2. The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said Conditions and the correspondence contained.
4. The plans, agreement and documents mentioned herein shall form the basis

of this contract.

5. This Contract is an item rate contract to be paid for according to the completion of work as contained in Schedule of Quantities or as provided in the said conditions and all as per specifications and working drawings.
6. The contractor shall afford every reasonable facility for carrying out of all works of other Contractors appointed by the Employer and shall make good any damages done to walls, floors etc. after the completion of such works.
7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work/job from the **14th day of issue of formal** work order as provided for in the said conditions and to complete the entire work specified within **30 days'** subject to nevertheless to the provisions for extension of time in writing by such form (ie by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties.
8. All payments by the Employer under this Contract will be made only at Pune.
9. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Pune and only Courts in Pune shall have the jurisdiction to determine the same.
10. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor.
11. The contractor is bound to abide by the provision of payment of wages Act 1936 and minimum wages Act 1948. The Bank reserves the right to pay the minimum wages to worker by deducting appropriate amount from liability to contractor, in case minimum wages are not paid.

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

(If the Contractor is a partnership or an individual)

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

If the Contractor is a Partnership
or
an Individual

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

If the Contractor is a Company

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

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

.....

.....

.....

Witnesses

SIGNED AND DELIVERED BY

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

.....

...

1).....

...

.....

...

.....

2)

.....

Address

.....

...

.....

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

Witnesses

THE COMMON SEAL OF
Was hereunto affixed pursuant to the
resolutions passed
By its Board of Directors at the
meeting held on

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

.....

...

.....

...

.....

In the presence of

(1)

.....

(2)

.....

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

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by the hand Of Shri

.....
and duly constituted attorney.

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

Section-III

Tender for electrical wiring Works-Renovation of RBIA 1st Floor(Part), at CAB Pune

(A)General instruction to contractor

E-tenders are invited for Tender for electrical wiring Works-Renovation of RBIA 1st Floor(Part), at CAB Pune The intending bidders must be empaneled with College of Agricultural Banking, Reserve Bank of India, Pune in category of works from ₹ 5.00 lakh to 10 lakhs (Category III & above) in the trade of electrical works.

The work is to be completed within 30 days.

1. The tenders for the above work is in two parts i.e. Part-I containing technical specifications of rewiring, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and amounts in figures. No terms and conditions or any other information/ enclosure shall be appearing in Part-II. Any information and enclosure other than prices against the items appearing in part-II shall not be considered for evaluation.
2. Part-I of the tenders will be opened on 16.02.2024 at 15.00 hrs. **Part-II of the tenders will be opened on a subsequent date after intimation to all the tenderers.** Tenderers are advised to use only the forms downloaded from the website. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and uploaded along with technical documents. Each copy of the tender shall be clearly marked as "original" and "duplicate" as the case may be. All the information called for shall be complete in all respects. Information furnished on sheets other than those supplied may not be considered. However, the firms can upload only the relevant catalogues/leaflets/brochures of the manufacturers of the material offered. Nothing should be uploaded along with Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection. Each of the tender documents should be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
3. The tenders shall be valid for acceptance by the Bank for **60 days** from the opening of price bids (Part I) and shall be extended by such period as may be mutually agreed to.

The firms shall enclose the relevant catalogues/leaflets/brochures of the Manufacturers of the material offered. Incomplete tenders are liable for rejection.

4. Successful tenderers shall pay **earnest money deposit** for a sum of **Rs.13,840/-** by remitting amount through **NEFT** which shall be

submitted/received at our office before award of work.

1	Name of the Account Holder (as appearing in the Bank Account)	College of Agricultural Banking, Reserve Bank of India, Pune
2	Account Number	8691632
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR 5286M
5	Name of the Bank	Reserve Bank of India
6	Name of the Branch	CAB,PUNE
7	Address of the Bank	CAB, RBI, University Road, PUNE
8	NEFT/IFS Code	RBIS0PUPA01 (0 in the code represents ZERO)
9	Name of the Account	Sundry Deposit A/c-DAD
10	GST Number	27AAIFR5286M1ZG

In addition to the Earnest Money Deposit (EMD) under above clause and 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 Bank from each payment to be made to the Contractor.** On the Bank Engineer's certificate/on virtual completion certificate of the completion of the works issued by Banks Engineers, the EMD retained towards security deposit shall be released to the contractor and the retention money deducted towards security deposit shall be released after one year from the date of successful testing, installation, commissioning and after rectification of the defects pointed out during the defects liability period. The amount retained by the bank shall not bear any interest.

5. The rates quoted shall be firm and shall not be subjected to variations in exchange rates, customs/excise duty or any other statutory duty or levies or variation in labour rates and for complete work, i.e. Tender for electrical wiring works-Renovation of RBIA 1st Floor(Part), at CAB Pune **and shall include all taxes, duties, levies imposed by Central/State government / Local Bodies , charges for consumable labour, transport, insurance for transit, storage, installation, testing and commissioning, workmen compensation & third party liability etc. till the work is finally handed over to the Bank.**
6. Tenderers to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The quantities for individual items may increase or decrease without any restriction depending upon the site conditions and

requirements solely at the discretion of the Bank.

7. **Guarantee Period / Defect Liability Period:**

- a. The work supplied shall be guaranteed against all types of defects for a period of **One year** from the date of handing over of the work to the Bank. Any defects found in the system/subassemblies within the guarantee period shall be rectified / replaced by the tenderer free of cost.
- b. All type of consumables should be provided with the work for the entire warranty period for which no extra cost will be paid by the Bank.

8. **Service facility:** Tenderer shall also indicate the service facility available at the places of installation and technical set-up and the telephone number and address of their service center. The tenderers shall indicate details such as the service center from which the proposed systems will be serviced, the staff strength at that center and the availability of spares for the system at that center.

9. **Leaflets / Literatures:** The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of makes of components of the materials offered. Tenderers are advised to visit the site and acquaint themselves of the site conditions before tendering. Tenderers should be specific and offer comments only if their system differs from the Bank have detailed specifications/features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed.

10. **Terms of Payment:**

The following terms of payment shall be applicable to this contract.

- 60% of quoted rate of the item against supply of material for the same.
- 35% of the quoted rate pro-rata against completion of work as specified in the tender.
- 5% on completion of defect liability period of 1 year from date of handing over. This amount is held as security deposit/ Retention money for fulfilling the obligations regarding repair/ replacement / periodic checks and inspections of work during warranty period.

11. **Completion Period / Liquidated Damages:** The work shall be taken up in coordination with civil contractor's work and manpower shall be deployed by electrical contractor for the particular area as and when necessary as directed

by Bank's Engineer. The entire work shall be completed within 30 days from the 14th day of letter of acceptance failing which at a rate of ¼% of the contract amount per week of delay beyond the stipulated period, will be levied subject to maximum 10% of the contract value.

12. **Agreement:** The successful tenderer shall execute an agreement with the Bank on stamped paper in the format enclosed within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

13. Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipments/materials leave the manufacturer's works till handing over the work to the Bank, in the joint names of the Reserve Bank and the contractor before commencement of work and it shall cover the following risks.

- (a) Contractors all risk insurance inclusive of damage during transportation, fire insurance, Storage, erection testing and commissioning policy for the full contract value.
- (b) Workmen compensation policy for the employees of the contractor at site.
- (c) Third party liability policy for a total of Rs. 6.92 lakh and with a limit of Rs. 2.00 lakh per accident.

14. **Right of Technical Scrutiny of Final Bill** - The employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

15. The CAB Pune reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place:

Signature of Tenderer

Date:

Name:

Designation

Name & seal of the firm

SECTION IV

E-Tender for Electrical wiring works and LAN cabling from Empaneled Vendors of CAB, RBI, Pune - Renovation of RBIA 1st Floor(Part)

TECHNICAL SPECIFICATIONS

1. The scope of work covers complete Tender for electrical wiring Works-Renovation of RBIA 1st Floor(Part), at CAB Pune in accordance with detailed specifications.
2. Rules and regulation: - The installation shall generally be carried out in conformity with the requirements of Indian Electricity Act 1910 as amended up-to-date and the latest Indian Electricity Rules and Supplementary Regulations of the State Electricity Department and Electricity Undertakings and where the installation is subject to inspection and approval of Fire Insurance and Explosives Authorities, such installation shall be planned and executed to conform to their special rules.
3. Definition and conventional symbols: - The definition of terms in I.E.E. wiring regulation shall apply except the definition of a point.

Point wiring shall include conduits/casing capping and wires from DB to the point as directed by Banks Engineer.

4. Point wiring **shall** include supply, fixing and all works viz. specified circuit wires of any length from the distribution board to first tapping point and looping to additional point required for UPS Plug point, Power point, Computer point. Telephone wiring to be laid from nearest telephone MDF to work station/cabin. LAN point wiring to be done from switch to work station/cabin etc necessary to complete entire wiring work as BOQ and directed by Banks Engineer as indicated below -

The following shall be deemed to be included in the point wiring: -

- (a) Provision of conduit where cables pass through walls, floor etc.
- (b) Earth wire from three pin socket point to the common earth point.
- (c) All metal/PVC blocks, boards and boxes flush or surface type including those required for mounting switches, sockets.
- (d) All fixing accessories such as clips, nails, screws, phil plug, rawl plug, wooden plug, hardware materials etc. as required
- (e) Joint for junction boxes and connecting the same as required

5. Materials: All materials, fittings and appliances used in the electrical installation shall be of the best quality obtained and of approved manufacture and shall conform to the latest Indian Specifications wherever these exist. The tenderer must submit along with the tender the names of manufacturers, categories, etc. of material and fixtures which they propose to use.
6. Workmanship: - Good workmanship and neat appearance are the pre requisites for compliance with the various sections of these specifications. The work shall be carried out under direct supervision of a person holding valid certificate of competency issued by the State Government and in accordance with the statutory rules and regulations in force. The relevant I.S.I. code of practice shall be followed wherever applicable. The Licentiate wireman will be used to carry out the work.

7. On completion of work, completion drawings shall be prepared and laminated three copies of the same submitted to the Employer. Completion drawings shall indicate clearly, the main switch board, the wires of various mains and sub mains, position of points and their controls. All circuits shall clearly be indicated and numbered in the wiring diagrams and all points shall be given the same number as the circuit to which they are electrically connected.
8. **Conductor:** - All conductors shall be of stranded copper. The smallest conductor shall not be less than 1.5 sq.mm or equivalent copper conductor for lighting circuit, 2.5 sq.mm copper conductor for power circuit and 0.5 sq.mm copper for flexible cord.
9. **Joints & looping back:** - Unless otherwise specified the wiring shall be done in the 'Looping system' Phase and live conductors shall be looped at the switch box and neutral conductor can be looped either from the switch box or from the light. Fan or socket outlet. Where 'Box System' is specified, all joints in the conductors shall be made of approved mechanical connectors in suitable and approved junction boxes.

10. RECEPTION AND DISTRIBUTION OF MAIN SUPPLY

Control at point of commencement of supply: -

10.1 There shall be RCCB on each live conductor of the supply mains at the point of entry. The wiring throughout the installation shall be such that there is no break in the neutral wire in the form of a switch or MCB. The neutral shall also be distinctly marked. In this connection the relevant clauses of Indian Electricity Rules, 1956 shall also be referred to.

On the main switchgear, where the conductors include an earthed conductor of two wire system or an earthed neutral conductor or a multi-wire system or a conductor which is to be connected thereto, an indication of a permanent neutral shall be provided to identify the earthed neutral conductor. In this connection, the relevant clauses of Indian Electricity Rules, 1956 shall be referred to.

10.2 **Main switches and switchboard:** - All main switch board shall be MCB DB of double door factory fabricated type by approved manufacturer as specified in the Schedule of Quantities which shall be fixed in close proximity to the point of entry of supply in the flat.

Switchboards shall not be erected above gas stoves or sinks or within close proximity of any washing unit in the washing rooms or laundries, or in bathroom lavatories or toilets or kitchen.

Switchboards, if unavoidably fixed in places likely to be exposed to weather water or abnormal moist atmosphere, the outer casing shall be waterproof, and shall be provided with glands or bushing or adapter to the receiver and screwed conduit according to the manner in which the cables are run.

10.3 **Concealed boards:** - Where so specified in the Schedule of Quantities or in the special Specification, MCBDB shall be concealed into the wall.

10.4 **Marking of apparatus:** - The neutral shall preferably be in black colour and the phase wire Red, Blue colour, Green colour for earthing as per site condition.

Where a board has more than one switch, each such switch shall be marked to indicate which section of the installation of controls. The main switch shall be marked as such and where there is more than one main switch in the building, each such switch shall be marked to indicate which section of the installation it controls. All marking required under this clause shall be clear and permanent.

10.5 **Main branch distribution boards:** - As per specification main distribution boards shall be provided with MCBs on each pole of each circuit, a link on the neutral or earthed conductor of each circuit. The switches shall always be linked.

Branch distribution boards shall be provided with Modular switch on live conductor of each circuit

and the earthed neutral conductor of each. The switches shall always be linked. The earthed neutral conductor shall be connected to a common link and be capable of being disconnected individually for testing purposes. Lights and fans may be wired on common circuit. Such sub-circuits shall not have more than a total of ten points of light, fan and socket outlets or a load of 800 watts, whichever is less. As regards power, sub-circuits the outlet shall be provided according to the load design of these circuits, but in no case shall there be more than two outlets on each circuit.

11. WIRING OF DISTRIBUTION BOARDS

In wiring a branch distribution board, the total load of the consuming devices shall be divided as far as possible evenly between the numbers of ways of the board, leaving the spare circuit for future extension.

All connection between pieces of apparatus or between apparatus and terminals on a board shall be neatly arranged in a definite sequence following the arrangement of the apparatus mounted thereon, avoiding unnecessary crossing.

Cable shall be connected to terminal only by soldered lugs, unless the terminal is of such a form that they can be securely clamped without cutting cable strands.

All bare conductors shall be rigidly fixed in such a manner that a safe clearance is maintained between conductors of opposite polarity or phase and between the conductors and any material other than insulating material.

11.1 Passing through walls: - When conductors pass through walls, any one of the following methods shall be employed. Care shall be taken to see that wires pass freely through protective pipe or box and those wires pass through in a straight line without any twist or cross in wires, on either ends of such holes.

(a) The conductors shall be carried in approved heavy gauge PVC conduit that it permits easy drawings in the ends of conduit and shall be neatly bushed with porcelain, wood or other approved material.

Where a wall tube passes outside a building exposed to weather, the outer end shall be bell-counted and turned downwards and properly bushed on the open end.

Any modification regarding civil work must be done in a better way where neatness is the first consideration. In all cases an approved type of asbestos or fibre fixing plug (raw or Phil plug) with the correct size of tools shall be used and done in a work-manlike manner.

12. FITTING AND ACCESSORIES

12.1 **Socket outlet & plugs:** - Every socket outlet shall be controlled by switch which will be on the live side of the line. It shall normally be 23 cm above floor level or as directed. In an earthed system of supply, the outlet and plug shall be of three pin type and the third terminal connected to earth.

12.2 Wall fan point: -

(a) Every wall fan point shall be controlled by a switch. fans and socket outlets shall be so located as to provide maximum comfort to the occupant and to enable him to utilize the electricity in the most economical manner.

(b) Where conductors are required to be drawn through tube or channel leading to the fittings, the tube or channel must be free from sharp angles or projecting edge and of such size as will enable them to be wired with the conductors used for the final sub-circuit without removing the braising or taping. As far as possible all channels should be of sufficient size to permit looping back.

13. Attachment of fittings and accessories: -

1) In other than conduit wiring, all ceiling roses, socket outlets, switches regulators, brackets, pendants and accessories attached to the wall or ceiling shall be mounted on substantial teakwood blocks varnished outside / PVC heavy duty box as per site Condition.

14. PVC CONDUIT WIRING SYSTEM

14.1 Concealed conduit wiring system: - No conduit less than 20 mm in diameter shall be used. For PVC conduit, Heavy duty minimum 2 mm thick ISI marked conduit and also accessories of same make shall be used.

14.2 Conduit Joints: - Conduit pipes shall be jointed properly. In long distances straight runs of conduit, inspection type couplers shall be provided.

14.3 Making of chase: - The chase in the wall shall be neatly made and be of ample dimensions to permit the conduit to be fixed in the manner desired. In the case of building under construction, chase shall be provided in the wall etc. at the time of their construction and shall be filled up neatly after erection of conduit and brought to the original finish of the wall.

14.4 Fixing of conduit in chase: - The conduit pipe shall be fixed by means of clamps in concealed manner. Fixing of standard bends or a/elbows shall be avoided as far as practicable and all curves maintained by bending the conduit pipe itself with a long radius which will permit easy drawing in conductors.

14.5 Inspection boxes: - Suitable inspection boxes shall be provided to permit periodical inspection and to facilitate removal of wires, if necessary. These shall be mounted flush with the wall. Suitable ventilating holes shall be provided in the inspection box covers.

14.6 Types of accessories to be used: - All outlets such as switches, wall sockets, etc. may be either flush mounting type or of surface mounting type.

15. EARTHING

15.1 Except for equipment provided with double insulation, all non-current carrying metal parts of electrical installations are to be earthed properly. All metal conduits, cable sheaths, switchgear, distribution fuse boards, etc. shall be bonded together and connected to an efficient earth electrode. Medium voltage energy, consuming plant and equipment shall have two separate and distinct connections with earth.

16 Additional Specifications: -

- (a) Any damage to walls, floors etc. during installations and erection must be repaired by the contractor to match the original surface for which no extra amount will be paid.
- (b) Rawl plug and rawl paste, GI screws can be used for fixing the conduit etc.
- (c) For conduits all the junction boxes, etc. should be of inspection type and there must be bare copper earthing wire for electrical continuity throughout the length.
- (d) Approved materials and fittings shall only be used. The Contractor shall replace the unapproved materials and fix new at his own cost.
- (e) Rawal plugs, gutter, spacers and saddles etc. fixing should be of good quality. Only screws provided by OEM with modular electrical accessories shall be used, switches, and other accessories, etc.
- (f) The contractor shall submit test report in duplicate for installation and for earth in the form specified by the concerned Electric Supply Company.
- (g) As per relevant IEE regulation, all electrical equipment such as motors, switchgears, etc. should have two separate and distinct earths, Earth connection should be suitably soldered and fitted with forged copper sweating sockets (tinned and bolted to switchgear).

- (h) Intending tenderers are advised to study all the drawings specifications, conditions etc. in detail and inspect the site before submitting tenders so as to ascertain the nature and scope of the work involved and the method to be adopted in executing the work. As executed drawing shall be submitted after completion of work.
- (i) The rate quoted shall include cost of cutting holes and chase in walls, floor slabs, repairing the same and restoration of original surface. Nothing extra shall be entertained on this account.
- (j) The contractor will also be required to submit the 'Form of Completion Certificate' in the required Performa.

Place:

Signature of the Tenderer with Seal

Date:

Section-V

The Conditions Hereinbefore Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

a) "Employer"	Shall mean the Reserve Bank of India and Shall include its Assignees and successors.
b) In the case of company	"Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
c) " Site "	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.(Ground Floor, Mahanadi, CAB, Pune)
d) " This Contract "	Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and Specifications attached hereto and duly signed.
e) "Notice in writing"	Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally 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.
f) "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency

	Act or any Act amending such original Act.
g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the 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 account shall be held to mean rates or prices so arrived at.
h) "The works"	Shall mean Tender for electrical wiring works-Renovation of RBIA 1st Floor(Part), at CAB Pune

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
 - b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefore.
 - d) The removal and/or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any persons employed thereupon.
 - f) The opening up for inspections of any work covered up.
 - g) The amending and making good of any defects under clause 19 hereof.
- The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions,

directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. 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 specifications 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 between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.
5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

6. **Setting out of work:** 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 a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
10. **Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall

take instructions only from the Bank's Engineer.

12. **Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
14. **Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15. **Sufficiency of Schedule of Quantities:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
16. **Measurement of works:** The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken

in accordance with the Mode of Measurements detailed in the Specifications.

The Contractor or his Agent may at the time of measurement take such notes and measurement as he may require.

All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

17. **Prices for extra:** The Contractor may, when authorised and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing. No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorised and shall be made in accordance with the following provisions.

(a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein. (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.

(b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.

(c) Where the extra works are not of similar character and/or quoted 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 the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works.

Unfixed materials when taken into account to be the property of the Employer

Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.

18. **Removal of improper work** : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

19. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that 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 Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof 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 materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, 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 provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

20. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.

21. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

- (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-contractors his servants or agents or any misuse by him or them or 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 Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

22. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion 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.

23. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the

buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice

to the Employer's other rights in respect thereof. **The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.**

1. Transit, storage, erection, testing and commissioning policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limits as under.
 - a. Rs.2,00,000/- per incidence
 - b. Rs.6,92,000/- in total for the contract period

24. **Insurance for work:** The contractor shall, within 14 days from the date of award of the work, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within 14 days from the date of award of the work.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

25. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

26. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

27. **Delay and extension of time:** If in the opinion of the Employer the works be delayed

(a) by force major or

(b) by reason of any exceptionally inclement weather or

a. by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (l) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

28. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

29. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to given security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained.

Or shall charge or encumber this Contract or any payments due or which may

become due to the Contractor hereunder.

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, 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 work 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 Bank 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 realised. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

30. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months

under the order of the Architect or the Employer or by any injunction or other order of any court of to Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

31. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after 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 or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases 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 the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

32. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names in the Appendix carry interest at the rate (simple interest @ 3% per annum) named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.

33. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a, b), 4,5, 14, 20 (a, b, c, d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

34. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever 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 Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

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

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred

to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

35. **Right of technical scrutiny of final bill** The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc. to be made at the time of payment of the final bill. If as a result of this examination of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.
36. **Employer entitled to cover compensation paid to workman** If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The 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 the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.
37. **Abandonment of works** If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
38. **Return of surplus materials** Notwithstanding anything to the contrary contained in any or all the clauses of this Contact, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase 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 of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or 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 his by reason of such breach.
39. **Right of employer to terminate contract in the event of death of Contractor or individual** 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 incurring any liability for such termination.

Place:
Date:

Sign and seal of the contractor

SPECIAL CONDITIONS

1. The electrical wiring work shall have carried out by a team of licensed holder Supervisor (Skilled) Wiremen (Semi skilled) and Helper (Unskilled). LAN wiring related termination, testing and commissioning shall be done by qualified experienced IT person(Skilled). Sufficient manpower shall be deployed by contractor at site to ensure progress of work in coordination with civil contractor. Workmen will not be allowed to overnight stay within the CAB premises.
2. The water required for workmen can be availed from the available source at site free of cost.
3. The electric power required for the work can also be similarly drawn from contractor's own ELCB/RCCB of required capacity (Amp) and 30 milli amp sensitivity to avoid any accidents. The raw power supply available at site free of cost. In any case available UPS power supply at site shall not be used.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor.
5. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
6. The Tendered may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the captioned colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only.
7. The contractor shall prepare three copies of **as done drawing** after completion of the work and shall submit along with the final bill.
8. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
9. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
10. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.
11. The Tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
12. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
13. The Tenderer shall use only approved brands of materials. The Bank will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the tenderer.

Place:

Signature of the Tenderer

Date:

Name & address

Appendix Hereinbefore Referred To

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of RA bill/final measurement	1 month and 3 months respectively.
3.	Date of commencement	14 th day from the date of work order.
4.	Date of completion	30 days from the date of commencement.
5.	Liquidated Damages	₹1730/- per week of delay of work subject to maximum of 10% of the contract value.
6.	Value of work for Interim payment	<ul style="list-style-type: none">• ₹2.31 lacs
7.	Earnest money deposit	₹.13,840/- to be paid by successful contractor
8.	Retention Percentage	5% of bill value
9.	Release of EMD	100% of Earnest money deposit will be released after virtual completion of work
10	Interest on delayed payment	3% per annum

Annexure I

Commercial Checklist (To be filled and submitted with part I)

Tender for electrical wiring Works-Renovation of RBIA 1st Floor(Part), at CAB Pune

Sr. No	Description	Bank's terms	Acceptance or otherwise of the Bank's terms	
1.	Validity	60 days	Yes/No	
2.	EMD	₹.13,840/- (from successful vendor only)	Agreed / Not agreed	
3.	Terms of payment	<ul style="list-style-type: none">60% of quoted rate of the item against supply of material for the same35% of the quoted rate pro-rata against completion of work as specified in the tender.5% on completion of defect liability period of 1 year from date of handing over. This amount is held as security deposit/ Retention money for fulfilling the obligations regarding repair/ replacement / periodic checks and inspections of work during warranty period. This amount may be fully/partially forfeited if defects are not attended within defect liability period.	Acceptable / Not Acceptable	
4.	Amount	Firm, inclusive of all taxes, duties, levies, octroi during the contract period.	Yes/No	
5.	Defect liability period	12 months from date of handing over	Yes/No	
7.	Completion period	30 days from 14 th day of receiving letter of acceptance	Acceptable / Not Acceptable	
8.	Liquidated damages	₹ 1730/- per week of delay of work subject to maximum of 10% of the contract value	Acceptable / Not Acceptable	

I/we confirm acceptance of all the above conditions.

Place:

Seal & Signature of the contractor

Date:

Annexure - II

List of Approved make of materials

(To be filled by the bidder and submitted along with Part – I)

Sr.No.	Name of Item	Approved Makes	Makes offered by contractor
1	Modular switches, sockets, plates, concealed metal box/PVC box and Ceiling Rose	Legrand – Mylinc, Britzy, Lyncus, Anchor-Roma	
1	PVC wires/cables with copper conductor 1100 volts grade FRLS .	Polycab, Finolex, RR Kabels, Havells	
2	MCBs/DBs/Metal clad AC socket.	Legrand, Havells, Hager, Schneider	
3.	Lugs	Dowels , Lotus , Comet	
4	Telephone Socket, Internet Socket	Legrand, Anchor, MK	
5	PVC conduit and casing capping,	Precision, Modi, Prestoplast, Asian	
6	Telephone wire/TV Cables (RJ6).	Polycab, Finolex, RR Kabels, Havells, D Link	
7	Modular switches, sockets, plates, concealed metal box/PVC box and Ceiling Rose	Legrand – Mylinc, MK, Anchor-Roma	
8	LAN I/o socket & jack	D link	
9	LAN cable and patch cord	D link	
10	RCCBs	Legrand, Havells, Hager, Schneider	

Note: contractor should indicate the makes of materials offered by him. If such makes are not indicated, choice of make will be selected by the Bank.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Safety Code

1. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
2. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
3. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
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.
6. Fire buckets filled with clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location
7. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.
8. The safety belt shall be used by the workmen while working from height for more than 10 feet from ground level.
9. None of the passages lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
10. Power supply shall be switched off from the Mains when equipment is not in use.
11. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
12. The work site shall be properly illuminated during the work.
13. All the electrical works should be carried out by licensed/ authorized electricians/ wiremen.
14. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
15. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.

16. Aluminum / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.

FIRE SAFETY

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

- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Signature and Seal of the Contractor

Date:



**College of Agricultural Banking
Reserve Bank of India
University Road
Pune – 411016**

**Name of work: e Tender for Electrical wiring works - Renovation of RBIA 1st
Floor(Part) at RBI CAB Pune**

(Event No.: _____)

(Part II)

Price Bid

Name of Tenderer _____

Address _____

**College of Agricultural Banking
Reserve Bank of India
University Road
Pune – 411016**

**Name of work: e Tender for Electrical wiring works - Renovation of RBIA 1st
Floor(Part) at RBI CAB Pune**

Part – II (Price Bid)

Sr. no.	Description	unit	Qty	Rate
1	<u>SITC of 6 sets of 24 Nos UPS points (2x6A modular) for work station/cabin-</u> Supply installation testing and commissioning of electrical points (one point= 2 nos. of 6 Amps modular sockets controlled by 2nos. of 6 Amps modular switch, fixed in modular plate) powered by wiring, using 3x2.5 sqmm up to first point and looping with 3x1.5 sq mm for remaining point in the set, ` 1.1 KV Grade FRLS PVC insulated stranded copper conductor FRLS wire in heavy duty PVC conduit/PVC casing partially concealed and through work station ducts for phase, neutral and earth laid from UPS power DB to work station. Maximum 4 such points shall be in a loop in one set. Contractors are advised to visit the site for exact estimation. No extra payment shall be made regarding the length of circuit wiring.	sets	6	
2	<u>SITC of 5 sets of 25 Nos Raw power point (2x6A modular) -</u> Supply installation testing and commissioning of electrical points (ie one point=2x6 Amps modular socket controlled by 2x6 Amps modular switch, fixed in modular plate and metal box),powered by wiring, using 3x2.5 sqmm up to first point and looping with 3x1.5 sq mm for remaining point in the set, 1.1 KV Grade FRLS PVC insulated stranded copper conductor FRLS wire in heavy duty FRLS PVC conduit/PVC casing partially concealed for phase, neutral and earth laid from Raw power DB. Maximum 5 such sockets can be in a loop. Contractor are advised to visit the site for exact estimation. No extra payment shall be made regarding the length of circuit wiring.	sets.	5	
3	<u>SITC of 12 Nos 6 Amp Wall fan point</u> - Supply installation testing and commissioning of electrical pointd (ie one point=6 Amps modular socket controlled by 6 Amps modular switch, fixed in modular plate and metal box), powered by wiring using 3x1.5 sqmm 1.1 KV Grade FRLS PVC insulated stranded copper conductor FRLS wire in heavy duty FRLS PVC conduit/PVC casing partially concealed for phase, neutral and earth laid from Raw power DB. Maximum 4 such sockets shall be in a loop. The average circuit wire length per point is approx. 8 mtr and this may be varied. Contractor are advised to visit the site for exact estimation. No extra payment shall be made regarding the length of circuit wiring.	sets.	3	
4	<u>SITC of 7 Nos Light Circuit wiring</u> – Circuit wiring for Light switch boxes using FRLS 3x1.5 sqmm 1.1 KV Grade PVC insulated stranded copper conductor wire for phase, neutral and earth laid from Lighting power DB in suitable dia FRLS PVC heavy duty conduit/PVC casing, partially concealed along with associated accessories like PVC/MS junction boxes, bends, saddles, screws, ceiling rose etc. as directed by Bank's Engineer. Maximum power connected in one such circuit originating from DB is 800 Watts.	sets	7	

	Maximum 6 light points shall be in a loop controlled by one modular switch of 6A in one set. Contractor are advised to visit the site for exact estimation. No extra payment shall be made for the length of circuit wiring.			
5	SITC of 10 Nos Telephone point wiring from tag block to work station in premises section- Supply & laying wiring for telephone point with two pair 0.5 sq. mm. dia. copper conductor PVC insulated PVC sheathed telephone cable in suitable dia. FRLS PVC heavy duty conduit/PVC casing on pillars/walls/beams and through race way and work station slots and providing of 1 nos. of modular telephone RJ-11 sockets with approved make of required size on mounting plate fixed on work station/wall panel and termination of the telephone wire at both ends and properly tagged.	Nos.	10	
6	10pair disconnection modules in MDF- Supply, installation, testing and commissioning of 10 pair disconnection type insertion module in suitable size, painted MS MDF box with door and key as directed by Bank's Engineer.	Nos.	1	
7	SITC of 7 Nos 20 amp power point for split AC - Supply installation testing and commissioning of 16 Amps modular socket controlled by 20 Amps modular MCB, fixed in modular plate and metal/polycarbonate modular box and heavy duty ISI plug top, powered by wiring, using 3x2.5 sqmm 1.1 KV Grade FRLS PVC insulated stranded copper conductor FRLS wire in heavy duty PVC conduit partially concealed for phase, neutral and earth laid from Raw power DB. Contractor are advised to visit the site for exact estimation. No extra payment shall be made regarding the length of circuit wiring.	Nos.	7	
8	SITC of 20 amp power point for cassette AC- Supply installation testing and commissioning of 16 Amps modular socket controlled by 20 Amps modular MCB, fixed in modular plate and metal/polycarbonate modular box and heavy duty ISI plug top, powered by wiring, using 3x2.5 sqmm 1.1 KV Grade FRLS PVC insulated stranded copper conductor FRLS wire in heavy duty PVC conduit partially concealed for phase, neutral and earth laid from Raw power DB. Contractor are advised to visit the site for exact estimation. No extra payment shall be made regarding the length of circuit wiring.	Nos.	2	
9	SITC of Electrical Power & Lighting TPN distribution boards:: Supply, installation, testing and commissioning of TPN MCB DB double door 12 way, factory fabricated, IP 43 protection in recessed/ surface mounting heavy duty horizontal type sheet steel distribution board complete with suitable rating insulated copper wires with lugs, shorting link, neutral link, earth link and din bar, masking sheet, conforming to IS 13032 & IS 8623 including making internal DB terminations with lugs etc. as required comprising of following type/curve RCCBS and MCBs complete with internal wiring, neutral link, earth link, termination, lugs etc as directed.			
9 a	63A, 4P, RCBO with 100mA- sensitivity = 1 nos. 20A, 1P MCB – 2 nos, and 20 A SP MCBs-7 nos. for Acs 6A/10A SP MCBs-3 for Fan Points .Dummy plate as required	Nos	1	
9 b	40A 4 P 30mA RCBO-1no., 6A/10A SP MCBs-12 nos. for lighting and Raw points. Dummy plate as required	Nos	1	
10	SITC of Electrical UPS SPN distribution boards:: Supply, installation, testing and commissioning of SPN MCB DB double door 12 way, factory fabricated, IP 43 protection in recessed/ surface mounting heavy duty horizontal type sheet steel distribution board complete with suitable rating insulated copper wires with lugs, shorting link, neutral link, earth link and din bar, masking sheet, conforming to IS 13032 & IS 8623 including making internal DB terminations with lugs etc. as required comprising of following	Nos	1	

	type/curve RCCBS and MCBs complete with internal wiring, neutral link, earth link , termination, lugs etc as directed. 32 A 2P ,RCBO, 100 mA-1 with 6 nosx6/10 A SP MCBs for UPS power. Dummy plate as required			
11	Dismantling work Labour charges for carefully dismantling of old concealed /surface wiring, un used cables ,power wiring, control wiring, UPS wiring, LAN wiring, fire alarm cable with detectors and refixing of the same on false ceiling, old retro type fittings fixtures,Exhaust fans, few branches of AC duct (as required) etc without hindrance in the department and providing necessary support at suitable intervals of length anchoring on roof (supply cost of support materials has to be included) for existing used cables and dressing the old cables as directed by Banks Engineer.	LS.	1	
12	SITC of Lighting DB Mains Cable : Supply & laying wiring of 4 X 16 Sq. mm. copper armored cable on pillars/walls/beams with proper saddling as directed by Bank's Engineer and termination at both ends and properly tagged with lugs.	Mtr	15	
13	SITC of Power DB Mains Cable : Supply & laying wiring of 4 X 16 Sq. mm. copper armored cable on pillars/walls/beams with proper saddling as directed by Bank's Engineer and termination at both ends and properly tagged with lugs	Mtr	50	
14	SITC of Bosch 12 W Two way ceiling speakers in false ceiling using OFC 1 sq. mm. speaker cable in heavy duty PVC conduit/PVC casing partially concealed manner with proper saddling as directed by Bank's Engineer	Nos.	15	
15	SITC of wiring for 21 Nos LAN points -a) Supply & laying wiring for LAN point from LAN switch to workstation/cabin by using CAT 6 wires in FRLS PVC heavy duty conduit/PVC casing on pillars/walls/beams and through race way and workstation slots	Mtr	2500	
15b	Providing and supplying one RJ-45 CAT 6 E LAN I/O Network keystone jack fitted in one single module face plate fixed on work station/wall panel.	Nos	21	
15c	Providing and supplying a set of two RJ-45 CAT 6 E LAN I/O Network keystone jacks fitted in one double module face plate fixed on work station/wall panel.	set	3	
15d	Termination of the LAN wire at both ends(i/o end CAT 6 wire punching and LAN switch end by crimping RJ45 male connector and properly tagged, complete with testing and commissioning for item no a,,b & c above	Nos	24	
15e	Supplying 2 mtr length patch cord	Nos	24	
16a	FLOOR RACEWAYS Supplying, Installation, Testing & Commissioning of follwing raceways / conduits in flooring. 100MM X 50MM , 16 mm G I Race ways. Make :- ESSAR/ UTTAM. (ISI marked) Related civil work will be in RBI scope.	Mtr	85	
16b	FLOOR JUNCTION BOX :Supplying, Installation, Testing & Commissioning of following GI junction boxes in floor . 250mm x 250mm x14 SW Guage Junction Box with Stainless Steel Cover Plate.	Nos	5	
16c	300mm x 300mm x14 SW G Junction Box with Stainless Steel Cover Plate.	Nos	8	
Total work value(A) without GST Rs				
Total work value(A) with GST @18%				
B	BUY BACK of SCRAP Rebate for taking away old electrical wiring, telephone wiring LAN wiring, switch, socket, etc removed from RBIA area as approved by Banks Engineer.	LS.	1	
Rebate offered for buy back with GST (B) = Rs				
Grand Total amount = (A) – (B) = Rs				

N.B.- The Final L1 bidder will be decided only after arithmetical check-up manually as per the procedure mentioned in the evaluation of tender. After obtaining comparative statements from the MSTC web site all tax components and formula translation shall be manually verified and thereafter final lowest bidder will be calculated. As such lowest bidder declared by MSTC website may not always be final lowest bidder.

All tenders are subject to arithmetical checking. In case of error in uploading formula on MSTC, the manual calculation will be done and work will be awarded accordingly.

Date:
Place:

Signature of Tenderer with Seal