



**RESERVE BANK OF INDIA, GUWAHATI
ESTATE DEPARTMENT**

**Tender for Renovation of 5th floor (Electrical works) – Library,
Conference room, Sr.Officer Cabins at Reserve Bank of India Main
Office Building, Station Road, Guwahati**

Tender Notice

E-tender no. RBI/Guwahati/Estate/144/20-21/ET/206

Reserve Bank of India, Guwahati invites tenders for the above mentioned work.

The tender forms can be downloaded from <https://www.rbi.org.in> and <https://www.mstcecommerce.com>. Your tender, duly filled-in and e-signed, should be submitted by e-tendering only through <https://www.mstcecommerce.com> up to 14:00 hours on **November 02, 2020**.

1. **Estimated cost: - ₹ 6,75,000/-**
2. **Earnest Money: - ₹ 13,500/-**
3. **Event View date & time: - 12.10.2020 from 11:00 hours.**
4. **Date of pre-bid meeting: - From 11:00 hours to 14:00 hours on 19.10.2020.**
5. **Event start date & time: - 12.10.2020 at 11:00 hours.**
6. **Event close date & time: - 02.11.2020 at 14:00 hours.**
7. **TOE start time: - 02.11.2020 at 15:30 hours.**
8. **Time allowed for completion of the work: 120 days from tenth day of issue of written order to commence the work.**

Bank reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

G.M. (O-i-C)
Reserve Bank of India



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
GUWAHATI**

**Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins
at Reserve Bank of India Main Office Building, Station Road, Guwahati**

Schedule of Tender (SOT)

S. No.	Activity	Tentative date
1.	Date of Web Advertisement	October 12, 2020
2.	e - Tender no.	RBI/Guwahati/Estate/144/20-21/ET/206
3.	Mode of Tender	e- Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/eprochome/rbi)
4.	Date of NIT (along with complete tender) available to parties to download- Tender activation on portal- Tender 'Live' for all	October 12, 2020
5.	Date of Pre-bid meeting at Estate Department ,RBI Main Office Building, Guwahati(offline)	From 11:00 hours to 14:00 hours on October 19, 2020
6.	Earnest Money Deposit	₹13,500 /-
7.	Start Bid date- Date of Starting of e- Tender for submission of online Techno- Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/rbi-	October 12, 2020 from 11:00 hours
8.	Close Bid date- Date of closing of online e –tender for submission of Techno- Commercial Bid & Price Bid	November 02, 2020 at 14:00 hours
9.	Date & time of opening of Part –I (i.e. Techno- Commercial Bid) : Part –II (Price Bid) : Part –II (Price bid) shall be opened either on the same day or at a later date that will be intimated to vendors earlier.	November 02, 2020 at 15:30 hours



Reserve Bank of India

Estate Department

GUWAHATI

**Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins
at Reserve Bank of India Main Office Building, Station Road, Guwahati.**

Part I

Name of Contractor _____

Address _____

Close Bid Date: - 14:00 hours on November 02, 2020



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Reserve Bank of India

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Section A

NOTICE INVITING e-TENDER

Name of the work: Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati

A. Eligibility criteria:

1. E-tenders in two parts are invited for “Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati.
2. The work is **estimated to cost ₹6,75,000/-** and is to be completed within 120 Days.
3. Only those firms who have valid electrical contractor license, PF, ESI & GST registered and have minimum 5 years of experience in the field of undertaking similar Electrical works (ie. Electrical rewiring / renovation works) for large office buildings/commercial premises/industrial houses and have executed successfully similar works individually costing (a) Three works each costing not less than the amount equal to 40% of the estimated cost or (b) Two works each costing not less than the amount equal to 50% of the estimated cost or (c) One work costing not less than the amount equal to 80% of the estimated cost during last 5 years (works completed on or after September 30, 2014) and have a minimum annual **turnover of ₹6,75,000/-** during the last 3 financial years and having a service set up in Guwahati or nearby city/ metro will only be eligible to tender for the work.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be uploaded in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be given.
(c)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of creditworthiness and turnover for last three years should be uploaded.
(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of bankers along with full details such as names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of the bankers of the firm, in case it is so needed) should be uploaded.
(e)	Details of bank accounts	Full particulars of bank accounts, such as account no. type, when opened etc., should be uploaded.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of clients of the firm along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of clients by the Bank in case it is so needed) should be uploaded.
(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be uploaded.

In the event of intending contractor's failure to satisfy the Bank; the Bank reserves the right to refuse issuance of tender forms/documents to them.

4. Interested contractors have to upload relevant documents satisfying all the points as stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents and the scanned copy of EMD should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal. It is to be duly noted that the tender process shall be executed on the MSTC portal through e-Tendering.
5. Tender forms will be available for downloading from MSTC portal w.e.f **date October 12, 2020** from **11:00 hours**. A pre-bid meeting of Contractors who qualify the pre-requisite eligibility criteria of tender conditions will be held offline from 11:00 hours to 14:00 hours on October 19, 2020 at Estate Department, Reserve Bank of India, Guwahati.
6. Tenders form can be downloaded for viewing from RBI website www.rbi.org.in or www.mstcecommerce.com/eprochome/rbi. **The pre-Qualification papers and scanned copy of proof of EMD payment should be uploaded with Techno Commercial Bid (Part-I) on the MSTC portal. The Demand Draft or Bank Guarantee for EMD should reach in original in a sealed envelope to Estate Department, Reserve Bank of India, Station Road, Guwahati-781001 by 14:00 hours on November 02, 2020 .If paid through NEFT, the NEFT receipt should be uploaded along with pre-qualification documents.** After scrutiny, if any of the contractors are not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing. **Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process. The duly filled and stamped part-I of tender document should be uploaded by the contractors on MSTC portal along with all the pre-qualification documents.**
7. Interested contractors can participate in e – Tender after getting registered with www.Mstcecommerce.com/eprocurement/rbi). Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through www.mstcecommerce.com/eprocurement/rbi and applicable transaction charges have to be paid by the firm.
8. Tender in prescribed format shall be **submitted** in two parts. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, Contractors' covering letter, the **EMD of Rs 13,500 /- should be submitted through NEFT transfer to A/C No- 8692299, Reserve Bank of India, IFSC Code- RBIS0GWPA01, Branch Name – Guwahati, Branch Address –Station Road, Guwahati – 781001 Or by a demand draft issued by a Scheduled Bank in favor of 'Reserve Bank of India, Guwahati' Or in the form of an irrevocable bank guarantee issued by a scheduled bank in the Bank's standard proforma** which is available in the tender-form **along with pre-Qualification documents. The documents pertaining to EMD should be scanned and uploaded with the pre-Qualification documents.** Part-II of the tender will contain no conditions but Contractor's Price Bid, Bank's Schedule of quantities, tender drawings if any, only.

9. **Part-I of the tenders will be submitted by the Contractors in MSTC portal. The same will be opened by RBI on November 02, 2020 at 15:30 hours. Those contractors who would like to depute their representatives, may depute their representatives to Estate Department, 4th Floor, Reserve Bank of India, Station Road for the same. Part II of the tender will be opened later. Due intimations will be given for the same.**
10. The contractors have to upload / submit in a sealed envelope / cover also
- a. Client's certificate as per format at [Annex III](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice. The Bank shall obtain reports on the past performance of the Contractor from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any contractor is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers and found unsatisfactory, the Bank reserves the right to **reject his offer** even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
 - b. Banker's certificate as per format at [Annex IV](#) from their banker/bankers.
11. 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.
12. Regional Director, Reserve Bank of India, Guwahati, reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the RBI for rejection of his Bid.



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**RESERVE BANK OF INDIA
Estate Department
Guwahati**

Section B

Important Information

e-Tender for Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati

1. E-tenders are invited in two Parts for **Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati**. The work is estimated to cost **₹6,75,000/-** and is to be completed within 120 Days.
2. Tender forms can be downloaded from MSTC portal from 11:00 hours on date October 12, 2020.
3. The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment 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 words and amounts in figures **shall be filled/uploaded/attached on the MSTC portal, not later than 14:00 hours on November 02, 2020. Part-I of the tenders will be opened on the same day at 15:30 hrs. Part-II of the tenders will be opened on a subsequent date under intimation to the Contractors.** Contractors are advised not to use any other forms on their own letterhead or otherwise for furnishing any information/rates/amount etc. All the information called for shall be complete in all respects. However the firms can enclose only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment/material offered. No enclosure is permitted in Part-II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.
4. Before submission of tender, the contractor may inspect the site in person on any working day from Monday to Friday between 10:00 am and 5:00 pm. to study and understand the scope of works specified.

The tender of Part I shall be **opened in the** presence of the Contractors or their representatives who choose to be present **at 15.30 hours on November 02, 2020 and Price**

bid (Part II) of such of those tenders who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible Contractors.

A	Estimate cost of the work	Rs.6,75,000/-
B	Bid security amount / EMD through NEFT /DD	Rs.13,500 /- along with the Part I/ Technical – Commercial Bid.
C	The Bid Security/EMD and cost of tender shall be paid through NEFT /DD	NEFT transfer to A/C No-8692299, Reserve Bank of India, IFSC Code- RBIS0GWPA01 , Branch Name – Guwahati, Branch Address – Station Road, Guwahati – 781001
D	Tender documents can be downloaded From MSTC portal	From 11:00 hours to October 12, 2020
E	Date and place of Pre-bid meeting	From 11:00 hours to 14:00 hours on October 19, 2020 at Estate Department, RBI Guwahati
F	Last date and place of submission of completed Bid	November 02, 2020 up to 14:00 Hours.
G	Date & time of Opening of Part I (Techno- Commercial Bids)	November 02, 2020 at 15:30 hours
H	Date & time of opening of Part-II(Financial Bids)	Shall be intimated to all Contractors later after scrutiny of Techno – Commercial bids
I	Work Commencement Date	From 10 th day of date of issue of work order,
J	Validity of the tender	90 days from the date of opening of Techno – Commercial bid
K	All disputes arising shall be subject to the jurisdiction	Guwahati
L	Time for Completion	120 Days from the 10 th date of issue of work order



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Section C

MEMORANDUM

(a)	Description of works	Renovation of 5 th floor (Electrical works) – Library, Conference room, Sr. Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati.
(b)	Estimated cost	₹6,75,000/-
(c)	Mode of payment	As per clause 3.23 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs.13,500/- (Rupees Thirty Seven Thousand Seven Hundred and Seventeen only)
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of Tender.	120 Days

Having examined the above Memorandum of work (and other details of the work to be executed) and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified in the said Memorandum at the rates specified in the price bid and as per the specifications of the Bank.

Each page of the tender document has been signed for having acquainted myself/ourselves of the conditions of the contract.

Should this tender be accepted, I/We hereby agree to abide by the terms and Conditions of the Bank in this regard.

I/We undertake to deposit a sum of **Rs.13,500/-** in the form of Demand draft/ Banker's Cheque/NEFT favouring "Reserve Bank of India, Guwahati " with Reserve Bank of India, which amount is not to bear any interest. In case, I/We fail to execute the contract, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

Our Bankers are:

i) _____

ii) _____

Name(s) and address(s) of our Company Proprietor/ Partners of the firm are:

i) _____

ii) _____
iii) _____

iv) _____

For and behalf of M/s

Signature with seal of the partner of the firm

Name:

Designation

Place

Date

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



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**RESERVE BANK OF INDIA
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SECTION – D

GENERAL INSTRUCTIONS FOR E-PROCUREMENT

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

Process of e-Tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE:

THE TECHNICAL BID HAS TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprochome/rbi

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

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

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

Contact person (RBI):

i) Bhaskar Phukan,

Assistant Manager (Technical-Electrical),

E-mail ID: bhaskarphukan@rbi.org.in

Phone no: 9706039847

ii) R. Nagarjuna,
Assistant Manager (Technical-Electrical),

E-mail ID: nratnala@rbi.org.in,

Phone no: 7838874055

ii) Rajdeep Prakash

Assistant Manager

E-mail ID: rajdeepprakash@rbi.org.in,

Phone no: 9661753822

Contact person (MSTC Ltd): MSTC Technical Help Desk-0361-2221199

1	Mr. Rohit Khalkho	mstchggy@mstcindia.co.in	0361-2221199	9127754867
2	Prashant Chitranjan	pchitranjan@mstcindia.co.in	0361-2221199	
3	Soukat Das	sdas@mstcindia.co.in	0361-2221199	9883727679

B) System Requirement:

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer
- III. Signing type digital signature
- IV. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system

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

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

Other Settings:

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

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

2. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on specified date and time as given in the Tender.

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

Special Note towards Transaction fee:

4. The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a Challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the Challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

5. Transaction fee is non-refundable. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

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

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

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

8. Bidding in e-Tender:

a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

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

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e- procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.

d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.

e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the “Final submission” button to register their bid.

f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

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

h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.

i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

j) It is mandatory that all the bids are submitted with digital signature certificate, otherwise the same will not be accepted by the system.

k) 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.

l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.

m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

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

p) No deviation to the technical and commercial terms & conditions are allowed.

Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

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



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**RESERVE BANK OF INDIA
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Section E

GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

3.1 e-tenders in two parts are invited for **Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati.** The work is estimated to cost Rs. 6,75,000/- and is to be completed within **120 Days**.

Only those contractors who have valid electrical contractor license, PF,ESI,GST registration and have minimum 5 years of experience in the field of undertaking similar Electrical works (ie. Electrical rewiring work or electrical renovation work) and during the last 5 years ending last day of the month of **September 30, 2014** have executed successfully similar works individually costing as under:

- (a) Three works each costing not less than 40 % of the estimated cost
OR
- (b) Two works each costing not less 50% of estimated cost
OR
- (c) One work costing not less than 80% of estimated cost
AND
- (d) Have a minimum yearly turnover of 100 % of estimated cost during the last 3 years

Only Contractors who qualify as above will be eligible to tender for the work.

NOTE: e-tender submitted by a contractor who is found to be not satisfying the above criteria will be liable for rejection.

3.2 The tenders for the above work in two parts i.e. **Part-I** containing technical specifications of equipment, 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 words and amounts in figures shall be submitted on MSTC portal not later than **14.00 hours on November 02, 2020**. Part-I (Techno commercial bid) of the e-tenders will be opened on the same day at **15.30 Hrs** **Part-II of the tenders will be opened on a subsequent date under intimation to all the Contractors.** Contractor have to apply for the e-tender only through MSTC portal and not to use any other forms on their own letterhead or otherwise for furnishing any rates/amount etc. All the information called for shall be complete in all respects. However, the firms can upload only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment/material offered.

No enclosure is permitted in Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.

If the intending Contractor feels that any of the terms and conditions of the tender documents is not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions only in separate sealed cover (duplicate). All other terms and conditions on which there are no observations by the intending Contractors shall be constructed as acceptable to the Contractor.

(a) Part-II of the Tender, containing only rates of items and amount stated in figures and words will be opened on a subsequent date to be intimated to all the Contractors.

(b) Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening Part-I of the Tender which period may be extended by mutual agreement and the Contractor shall not cancel or withdraw the Tender during this period.

(c) The Contractors must use only the forms issued by the Bank to fill in the rates, if any.

(d) The Tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender will be considered invalid by the Bank in its discretion.

(e) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the Contractor, if any. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank's option.

(f) No advice of any change in rate or conditions after the opening of Part II of the tender will be entertained.

(g) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.

(h) The Contractor submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the bank.

(i) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

3.3 The Contractors shall pay as earnest money a sum of Rs.13,500/- by way of a

demand draft drawn on scheduled bank payable to Reserve Bank of India, Guwahati or NEFT. Alternatively, the Contractor may also furnish an irrevocable Bank Guarantee from any scheduled bank for an equivalent amount towards EMD in the pro forma enclosed. A tender which is not accompanied by earnest money will not be considered. The earnest money will be returned to the Contractor if his tender is not accepted but without any interest.

Under no circumstances, Earnest Money Deposit will be accepted in any other form than mentioned above.

The Earnest Money Deposit paid by the successful Contractor in the form of DD or irrevocable Bank Guarantees (BG), initially valid for 4 months, shall remain undischarged for such period as may be specified for keeping the tender open.

The EMD of successful Contractor shall be released on acceptance of the tender **and** on production of a new Bank Guarantee called “**Performance Bank Guarantee (PBG)**” from any scheduled bank in the form prescribed by the Bank in Annex (IV) towards security deposit for due fulfilment of the contract.

3.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful Contractor shall be bound to implement the contract and within fourteen days thereof the successful Contractor shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

3.5 (a) Performance Bank Guarantee (PBG) as security deposit for completion period: On award of the work, the successful Contractor shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per **Annexure** towards security deposit for the due fulfilment of the contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. The Bank Guarantee towards the Earnest Money Deposit (EMD) furnished at the time of submission of tender will be returned thereafter. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order.

If the Contractor fails to furnish the Performance Bank Guarantee within stipulated time period, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful Contractor till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

Retention Money (RM): In addition to 5% PBG, retention Money @ 5% will be deducted from each bill and shall be release after completion of work and on submission of new BG for an amount equal to 10% of contract value as security deposit towards Defect Liability Period (DLP) of one year.

(b) Bank Guarantee towards defect liability period:

After completion of the work, the successful Contractor shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per **Annex** towards Security Deposit for the due fulfilment of the terms and obligations of the DLP. The PBG (Bank Guarantee) of 5% furnished will be returned only after submission of above mentioned 10% of BG failing which the same may be revoked.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP set out in the tender at any time during the DLP i.e. one year from handing over the work.

3.6 All compensation or other sums of money payable by the Contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the contractor shall, unless such deposit becomes otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.7 The Contractors shall furnish full details of all such similar works carried out by them during the last 5 years, as per the proforma included in this tender. The Bank will inspect one or all the works and satisfy itself about the performance of the installed equipment including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason therefore.

3.8 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer.

3.9 The rates quoted shall be firm and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies or variation in labour rates. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumables, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc at the specified site till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly, no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Guwahati and will be in Indian rupees only. The Contractors are advised **to include the GST** in the quoted amount.

3.10 Contractors are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for the Schedule of Quantities approximately indicate the total extent of work but may vary to each and every item should be correct, workable and self-supporting. The quantities upto any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

3.11 The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make of components of the equipment offered.

3.12 The Contractor must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

3.13 The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details, makes of components of the equipment's offered. Contractors are advised to visit the site of work and acquaint themselves of the site conditions before tendering. Contractors should be specific and an offer comment only if their system differs from the Bank's 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. The successful Contractor, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.

3.14 Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 4.27 of the Conditions of Contract. The Contractor shall before the commencing of work prepare a detailed work program which shall be approved by the Bank's Engineer.

3.15. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

3.16 The successful Contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and

rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Bank.

3.17 The successful Contractor must co-operate with the other contractors appointed by the bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

3.18 The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.

3.19 The following terms of payment shall be applicable to this contract:

- 95% of the quoted rate pro-rata basis against delivery of materials after checking at site, completion of work.
- 5% of the quoted rate on testing, commissioning and handing over the system and on submission of Bank Guarantee (as per Clause 3.5 above).

3.20 Time is the essence of the contract. The entire work shall be completed within 120 days from the 10th day of letter of acceptance failing which liquidated damages at a rate of 0.25 % of the estimated cost per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied. **The successful Contractor shall submit a Bar Chart programme for completion of supply, installation, testing, commissioning & handing over of the various components & sub-assemblies.**

3.21 The successful Contractor shall execute an agreement with the Bank on **Rs.100** stamped paper 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.

3.22 The payment for the system will be made by Guwahati Office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Guwahati only.

3.23 The Contractor shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.

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

3.25 The Contractor shall strictly comply with the provision of safety code annexed hereto.

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

Place:

Signature of the Contractor

Date:

Name:

Designation:

Seal of the firm



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**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
GUWAHATI**

Section F

SAFETY CODE

1. First aid appliance including adequate supply of sterilized dressings and cotton wool shall be maintained in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
6. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY

1. Cutting/ drilling machine and other electrically operated equipment used at the site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires shall not have any joints and shall be properly rated.
4. All electrical appliances i.e welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Two buckets of water and sand shall be kept in an easily accessible area on the site.
6. None of the passages near the lift lobby and staircases shall be used for stacking/dumping any kind of materials/ waste.
7. Both the staircase Multi zone Doors shall be normally kept closed.
8. Power Supply shall be switched off from the mains when the equipment is not in use.
9. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
10. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

I/We hereby declare that we have read and understood the safety code of the tender and will fully abide by the same, should the work tender is awarded to me/us.

Place:

Date:

Signature & seal of the contractor



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
GUWAHATI**

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Section G

Conditions of contract - commercial

THE CONDITIONS HEREINBEFORE REFERRED TO

4.1 Interpretation Clause

4.1.1 In construing these conditions, the Specifications, Schedule of Quantities and Contract agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise required.

- (a) "Bank" shall mean the Reserve Bank of India, Guwahati and shall include its assigns and successors.
- (b) "Contractor" (i) in the case of partnership shall mean _____ and _____ trading as partners in the names and style of _____ and _____ having a place of business at _____ and shall include the partners for the time being of the said firm and legal representatives of a deceased partner (ii) in the case of individual shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives (iii) in the case of company shall mean _____ a company incorporated under _____ 20____ and having its registered office at _____ and shall include its successors and assigns.
- (c) "Site" shall mean the site of the Contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.
- (d) "This Contract" shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities, Specifications, and Drawings, etc, attached hereto and duly signed.
- (e) "Architect" shall mean Chief General Manager, Premises Department, Central office, Reserve Bank of India, Mumbai or his authorized representative/s.

- (f) Bank's Engineer: The term "Bank's Engineer" shall mean the person appointed and paid by the Bank 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. Neither the
The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued.
- (g) The work will, from time to time, be examined by the Bank's Engineer/Bank's representative 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 any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.
- (h) "Notice in Writing" or Written Notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (i) "Act of Insolvency" shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (j) "Net Prices" if in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the tender any sum either as percentage or otherwise, than the net prices of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage of proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "Net rates" or "Net Prices" when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at.
- (k) "The Works" shall mean Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins, Reserve Bank of India Main Office Building, Station Road, Guwahati
- (l) Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa, where the context requires.

4.2 Scope of Contract

4.2.1 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, directions, and explanations which are hereafter collectively referred to as "Bank's Engineer's Instructions" in regard to,

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractors.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause 4.19 hereof.

4.2.2 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 work by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within SEVEN days, and if not dissented from in writing within a further SEVEN days by the Bank's Engineer, such shall be deemed to be the Bank's Engineer's Instructions within the scope of Contract.

4.3 Variations to be approved by Bank

4.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the Bank issue any instructions, verbal or in writing, which will result in the Bank having to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Bank. 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 Bank shall form a supplementary agreement. The Bank shall not be liable for payment of such variations until these statements are sanctioned by it.

4.4 Drawings, Schedule of Quantities and Agreement

4.4.1 The Contract shall be executed in duplicate and the Bank and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof, shall be furnished by the Bank's Engineer, free of cost, one copy each of the said Drawings and of the Specifications. Any further copies of such Drawings required

by the Contractor shall be paid for by him. The Contractor shall keep one copy of all Drawings on the works and the Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank all Drawings and Specifications.

4.5 Contractor to provide everything necessary at his cost.

4.5.1 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 therefrom, 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.

4.6 Authorities, Notices and Patents

4.6.1 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, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions thereon. In case, the Contractor shall not within 10 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 4.13 thereof.

4.6.2 The Contractor shall bring to the attention of the Bank's Engineer 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 Bank's Engineer.

4.6.3 The Contractor shall indemnify the Bank 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.

4.7 Setting out of Works

4.7.1 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.

4.8 Materials & Workmanship to conform to Descriptions

4.8.1 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 Bank's Engineers' instructions and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipt 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 which the Bank's Engineer may require.

4.9 Contractor's Superintendence & Representative on the works

4.9.1 The Contractor shall give all necessary personal superintendent during the execution of the works and as long thereafter as the Bank's Engineer 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 at work. Any directions explanations, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

4.10 Dismissal of Workmen

4.10.1 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.

4.11 Access to Works

The Bank and their representatives shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where the material is lying or from which they are being obtained and the Contractor shall give every facility to the Bank and their representative necessary for the inspection and examination and test of the materials and workmanship. Pre-dispatch inspection of materials will be carried out by Bank's Technical officer. No person not authorized by the Bank except the representatives of public authorities shall be allowed on the works at any time.

4.12 Assignment and Sub-letting

4.12.1 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 Bank, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

4.12.2 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 additions to, or omissions from the works or any alterations in the kind or 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 alterations or additions to or omissions from the works or any deviations from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions, or omissions shall in all cases be determined by the Bank's Engineers with the prior approval in writing of the Bank in accordance with the provisions of Clause 4.16 hereof and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

4.13 Schedule of Quantities

4.13.1 The schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement. The mode of measurement for measurable items of work shall be as indicated in the sub-section "mode of measurement" under section.

4.13.2 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 4.16 thereof 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.

4.14 Sufficiency of Schedule of Quantities

4.14.1 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.

4.15 Measurement of Works

4.15.1 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 the Bank's Engineer or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

4.15.2 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 measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

4.15.4 All authorized extra works, omissions, and all variations made without the Bank's Engineers' knowledge, if subsequently sanctioned by him in writing (

with the prior approval in writing of the Bank) shall be included in such Measurements.

4.16 Prices for extras etc. - Ascertainment of

4.16.1 The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Bank 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 additions, omissions or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

4.16.2 No claim for an extra item shall be allowed unless it shall have been executed under provisions of Clause 4.2.2 hereof or by the authority of the Bank's Engineer with the concurrence of the Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work Priced therein.
- (b) Rates for all items, wherever possible, should be derived out of the rates given in the priced Schedule of Quantities.
- (c) The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (c) and (d) hereof.
- (d) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract Works or to any part thereof shall be such that in the opinion of the 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 expense beyond that reasonably contemplated by the Contractor or it by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Bank.

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 Price Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Bank's Engineer the workmen's names) and materials employed be delivered for verification on to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

4.16.3 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 as defined in Clause 4.20 hereof.

4.17 Unfixed materials when taken into account to be Property of the Bank

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

4.18 Removal of Improper Works

4.18.1 The Bank's Engineer, 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 or the instructions of the Bank's Engineer, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions; and the Contractor shall forth-with carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Bank shall have the power to employ and pay other persons to carry out the same; and all expense consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Bank from any moneys due, or that may become due, to the Contractor.

4.19 Defects after Virtual Completion

4.19.1 Any defect, shrinkage, settlement or other faults which may appear within the "Warranty period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of handing over of the plant after successful completion of acceptance testing, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's Engineer 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 Bank may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor, deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.30 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may

have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-Contractor employed on the works, who has been nominated or approved by the Bank's Engineer as provided in Clauses 4.11 and 4.12 hereof the Contractor shall be liable to make good in the same manners as if such work or material had been done or supplied by this Contractor and been subject to the provisions of the Clause 4.2 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

4.20 Certificate of Virtual Completion & Guarantee Period

4.20.1 The works shall not be considered as completed until handing over of the system as specified. The Guarantee period shall commence from the date of taking over.

4.22 Other Persons Employed by Bank

4.22.1 The Bank reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work 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 materials for the execution of such work except by special Arrangements with the Bank. 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.

4.23 Insurance in respect of Damage to Person & Property

4.23.1 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 cause whatever in any way 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 roads, streets, footpaths, bridges or way as well as all damages 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 Bank and hold him 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 award of compensation or damages consequent upon such claim.

4.23.2 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 and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

4.23.3 The Contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the public or other third party in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expense 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 Bank and the Contractor against such risks and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Bank against all claims which may be made upon the Bank whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the Joint names of the Bank and the Contractor against such risks and deposit such Policy or Policies with the Bank from time to time during the currency of the Contract.

4.23.4 The Contractor shall be responsible for any liability which may be excluded from the insurance policies above referred to and also for all other damages to any person, animal, or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Bank in respect of any costs, charges, or expenses arising out of any claim or proceedings and also in respect of any award of or compensation or damages arising therefrom.

4.23.5 The Bank shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or 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 Bank'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 and deposit such policy or policies with the Bank's Engineer from time to 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 10, 00,000/- for a year and**
 - (b) **Rs 2, 00,000/- per occurrence.**

4.24 Date of Commencement & Completion

4.24.1 The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such paint or other decorative work as the Bank's Engineer may desire to delay) on or before the

"Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.\

4.25 Damage for Non-completion

4.25.1 If the Contractor fails to maintain the agreed rate of progress of work and or fails to complete the works by the date stated in the Appendix or within any extended time under Clause (4.26) hereof and the Bank's Engineer certifies in writing that his opinion the same ought reasonably to have been completed, the Contractor shall pay the Bank the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Bank may deduct such damages from any moneys due to the Contractor.

4.26 Delay & Extension of Time

4.26.1 If in the opinion of the Bank, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Bank and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of Bank's Engineer's instructions as per Clause 4.2 hereof or (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Bank make a fair and reasonable extension of time for completion of the Contract works; in case of such strike or lock-out the Contractor shall, as soon as may be given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

4.27 Failure by Contractor to comply with Bank's Engineer's Instructions

4.27.1 If the Contractor after receipt of written notice from the Bank requiring compliance within ten days fails to comply with such further drawings and/or Bank's Engineer's instructions, the Bank 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 Bank on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any moneys due to the Contractor.

4.28 Termination of Contract by the Bank

4.28.1 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 supervision of the Court and the Official

Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the Contract and to give security therefor, if so required by the Bank's Engineer.

Or, if the Contractor (whether an individual, firm 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 Contractor, Or shall assign or sublet this Contract without the consent in writing of the Bank first hand obtained. Or shall charge or encumber this Contract or any payments to you, or which may become due, to the Contractor then and there,

Or if the Bank's Engineer shall certify in writing to the Bank that the Contractor:

- i) has abandoned the Contract, or
- ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer notice to proceed, or
- iii) has failed to proceed with the works 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 material from the site or to pull down and replace work for seven days after receiving from the Bank written notice that the said materials or works were condemned and rejected by the Bank's Engineer under these conditions, or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this 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 Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shade, machinery, steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any

other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer 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 Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expenses or loss which the Bank shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount, which shall be so certified, shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

4.29 Termination of Contract by Contractor

4.29.1 If payment of the amount payable by the Bank 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 Bank, or if the Bank interferes with or obstructs the issue of any such certificate, or if the Bank shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank, through the Bank's Engineer, and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

4.29.2 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 4.16 hereof.

4.30 Certificate & Payments

4.30.1 The Contractor shall be paid by the Bank from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer work to the approximate value named in the Appendix as Value of work for Interim Certificates (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with the Contract. The Bank's Engineer may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Bank and which might subsequently be

discovered as not payable and in this respect the Bank's decision shall be final and binding.

4.30.2 The Bank's Engineer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

4.30.3 The Bank's Engineer may by any certificate make any correction in any previous certificate which shall have been issued by him.

4.30.4 No Certificate of Payment shall be issued by the Bank's Engineer if the Contractor fail to insure the works and keep them insured till the completion of the work.

4.30.5 Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificate" after such Certificates have been delivered to the Bank.

4.31 Delayed Payment

4.31.1 Any amounts payable by the Bank to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for honouring Certificate" named in the Appendix, carry interest at the rate named in the Appendix, as the "Rate of Interest for Delayed Payment" from the date upon which such sum ought to have been paid by the Bank until the payment.

4.32 Matters to be finally determined by Bank's Engineer

4.32.1 The decision, opinion, direction, Certificate of the Bank's Engineer (Except for payment) with respect to all or any of the matters under Clauses 4.2.1 (a, b), 4.5, 4.6, 4.13 and 4.26 (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, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 4.33 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

4.33 Settlement of Dispute by Arbitration

4.33.1 All disputes and differences of any kind whatever arising out of or in connection with 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's Engineer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank's Engineer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 4.33 hereof, But if either the Bank or the Contractor be

dissatisfied with the decision of the Bank's Engineer on a matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Bank's Engineer of any Certificate to which the Contractor may claim to be entitled, then and in any such case, either party (the Bank or the Contractor) may within 28 days after receiving notice of such decision given a written notice to the other party through the Bank's Engineer requiring that 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 and no other shall be and is hereby referred to the arbitration and final decision of an arbitrator to be agreed upon as appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

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

4.33.3 The Arbitrator or Arbitrators, as the case be, shall make his or their award within one year (or such further extended time as may be decided by him or they, as the case may be, with the consent of the parties from the date of the Arbitrator entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the Arbitrator or Arbitrators, as the case may be shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

4.33.4 Upon every or any such reference, the cost of and 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 attorney and client or as between 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 Arbitrations, as the case shall be final and binding to the parties. It is agreed that the Contractor shall not delay in carrying out the works by reasons of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, given abide by the decision of the Bank's Engineer and no Award of Arbitrator or Arbitrators, as the case maybe, shall relieve the Contractor of his obligations to adhere strictly to the Bank's Engineer's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right to action under the Contract.

4.34 Right of Technical Scrutiny of Final Bill

4.34.1 The Bank shall have a right to cause a technical examination of the works by any agency and the full 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 Bank to recover the sum.

4.35 Bank Entitled to Recover Compensation Paid to Workmen

4.35.1 If, for any reason, the Bank is obliged, by virtue of the provisions of the workman'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 Bank, shall be entitled to recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at the liberty to recover such amount or nay part thereof by deducting it from the security deposit or otherwise. The Bank 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 Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.

4.36 Abandonment of Works

4.36.1 If at any time after the acceptance of the tender, the Bank shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Bank's Engineer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from execution of the whole works.

4.37 Return of Surplus Materials

4.37.1 Notwithstanding anything to the contrary contained in any of all the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of the Bank 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-off them without the prior written permission of the Bank and return them to the Bank, if required by the Bank at the price to be determined by the Bank's Engineer having due regard to the condition of the materials, the price to be determined not to 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 permits and/or criminal breach of trust, be liable to the Bank all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

4.38 Right of the Bank to Terminate Contract in the Event of Death of Contractor, if Individual

4.38.1 Without prejudice to any of the rights or remedies under this Contract, if the Contractor being an individual, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.

4.39 Testing

4.39.1 Pre-dispatch inspection at contractor's factory for all the equipment shall be done jointly with the contractor's representative and the Bank's technical officer as required by the various sections of the specifications.

4.40 Work at Site

4.40.1 The contractor shall inspect the site and ascertain for himself the nature, character and extent of work to be executed and shall include all items and services necessary, whether specifically mentioned or not in the Specifications, Drawings, or Schedule of Equipment to make with the intent and purpose of these Specifications.

4.41 Before submitting the quotations the Contractor is advised to inspect the site and understand the scope of the work fully. In case of any clarifications required, The Contractor may approach the Bank's Engineer.

4.42 The labourer of the Contractor will not be allowed to stay within the premises except during the work.

4.44 The electric power required for the work can be drawn from the existing supply point available a site. Necessary switch boards with fuse, wires etc. and other accessories required for drawing the power to site will have to be arranged by the contractor.

4.45 Permission, if any, required from the local bodies shall have to be obtained by the contractor at his own cost.

4.46 The entire materials for the work shall be brought to the working area through the staircase only and the lifts of the Bank shall not be used for the purpose.

4.47 The intending Contractor may obtain any clarifications regarding the tender from the office of the AGM, Estate Department, Reserve Bank of India, Guwahati.

4.48 The Contractor may please note that the area involved for this work is inside the Main office Building. This building, therefore, is in occupation. The Contractor, therefore, will have to carry out his work without causing any inconvenience to the staff working in the Bank Premises.

4.49 The work area required to be cleared of debris on a day to day basis without any additional cost to the Bank.

4.50 At the site of work either the contractor himself should be present to supervise the work or else make necessary arrangements to post a qualified supervisor to

supervise the work at site. Any instructions given by the Bank's engineer to the supervisor will be construed to have been given to the contractor and similar compliance expected from him.

4.51 Any damage caused to Bank's property shall be made good by the contractor at his own cost.

4.52 The contractor shall ensure that the labourers employed by him have some official valid documents (OVD) such as Aadhar card, voter ID card, driving license etc. to facilitate security related checks on them. In case the labourers do not have any document to prove their identity they may not be allowed to enter the Bank building premises.

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

Place:
Date:

Signature of Contractor

Name and designation:

Name of firm with Seal



RESERVE BANK OF INDIA
ESTATE DEPARTMENT
GUWAHATI

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Section-H

Check List
COMMERCIAL CONDITIONS

Sr. No.	Description	Bank's Terms	Contractor's terms and acceptance of Bank's terms
1.	Validity	3 months	
2.	EMD	Rs. 13,500/- by DD/BG/NEFT	
3.	Terms of payment	(a) 95% of the quoted on delivery of the material and checking at site, completion of the work.	
		(b) Balance 5 % on testing, commissioning & handing over the system and submission of the Bank Guarantee (as per Clause 3.5) valid for 1 year.	
4.	a. Prices	a. Firm, inclusive of all taxes, duties, GST, insurance, levies during the contract period.	
5.	Guarantee period	12 months from date of handing over.	
6.	Service after sales	Free of cost during the guarantee period.	

7.	Completion period	120 Days from 10th day of letter of award of work.	
8.	Liquidated damages	0.25% of the estimated cost per week of delay subject to maximum of 10% of the contract value.	
9.	(a) Penalty for delay in providing service	Rs.1000/- per day, if system defect not rectified within 72 hours on receipt of complaint	
10.	Service facility	Shall be available at the center/nearest metropolis where the system is installed and shall be approachable on telephone/email/mobile.	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not valid or considered.

Signature of Contractor

Place:

Date:

Note:-

(i) In case of Contractor accepting all the terms and conditions of the Bank, there is no need for enclosing any terms and conditions of their own.

(ii) In case of Contractors proposing any deviation, they are advised to indicate the deviation only quoting relevant tender clause.



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**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
GUWAHATI**

Section I

Appendix Hereinbefore Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 th day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages	0.25% of the estimated cost per week subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	Rs. 2 lakh
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Place:

Signature of Contractor

Date:

Name and designation:

Name of firm with Seal

Pro forma for Details of Principal Banker/other bankers

Sr. No.	Particulars	Principal Banker	Banker	Banker
1	Address			
2	Contact Person			
3	E-mail			
4	Telephone Number			
5	Fax Number			

Pro forma for Details of Similar Works executed each costing as per eligibility criteria or more, during the last Five years

Sr. No.	Name and address of the firm	Nature of similar work	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number &contact person of the firm

Section J
Details of Service Setup

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Main Office

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

Branch offices (Separate table for each office)

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

Note: Please specifically indicate the details of the office as above, from where the service for the proposed system at Guwahati will be offered. Please attach additional sheet wherever applicable.

Place:
Date:

Signature of Contractor
Name and designation:

Name of firm with Seal

List of approved make

S.No.	Description	Approved Make	Make offered by the firm (To be filled by the bidder)
1.	FRLS Cable , wires	Finolex, Gloster, Polycab, Universal, Ravin Cables, NICCO, Havells	
2.	Switches, Sockets & Ceiling Rose	Legrand, MK, Clipsal, SSK	
3.	Industrial Top & socket	Legrand, Havells, L&T	
4.	Distribution Boards, MCBs, RCCBs	Siemens, Merlin Gerin, MDS, Legrand, Havells	
5.	Telephone cable & wires	Delton, Finolex, Polycab, Legrand	
6.	Telephone sets	Panasonic, BPL, Orpat, Beetel	
7.	Fans	Bajaj, Crompton, Havells, Orient	
8.	LED light fittings	Philips, Crompton, Bajaj, Wipro	
9.	PVC conduits	Precision, AKG, Kinjal, Modi, Prestoplast, Sintex	

Place:

Signature of Contractor

Date:

Name and designation:

Name of firm with Seal

Section- K

Un- Priced Schedule of Quantities

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Name of the Work: Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati

Sr. No.	Description of Items	Qty	Unit
1	<p><u>LIGHT POINTS</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of (3Rx1.5) sqmm multi-stranded Copper conductor FRLS wires of 1100 V grade with pvc sheathed in a suitable size ISI make medium class FR/FRLS PVC Conduit including supply and laying of the same with all accessories over false ceiling /wall in surface / concealed manner from Switch Board to individual light fitting for light points. The rate shall also include the cost of circuit wiring with (3x2.5) sqmm multi-stranded copper conductor FRLS wire in a suitable size ISI make medium class FR/FRLS PVC Conduit in a surface / concealed manner from MCB DB to Switch Board including supply and installation of 10-A modular type switches on suitable size company fabricated G.I modular box with modular plate & its cover complete set as per site requirement to be installed in concealed manner/over concrete surface, if required including all hard-wares complete. Above wiring may be partially laying over concrete beam/roof surface, if required, by providing and laying of the same as per site requirement complete. The above rate shall also include both end terminations & interconnections by providing of suitable size wires etc. complete as per site requirement. The above work will be carried out as per IE rule.</p>		
	a) One light fitting controlled by one switch point	09	Nos

	b)Two Light fittings Controlled by one Switch point	33	Nos
2	<p><u>On board switch socket</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 6/10-A modular type switch & 5-pin socket on above lighting switch board by providing & fixing of the same, including its interconnection and additional GI box, modular plate etc. if required by providing & fixing of suitable size wire etc complete as per site requirement.</p>	14	Nos
3	<p><u>6/10-A POWER POINTS+WALL FAN PT</u></p> <p>Supply, Installation, Testing and Commissioning (SITC)of (3x2.5) sq mm multi-stranded Copper conductor FRLS wires of 1100 V grade with pvc sheathed in a suitable size ISI make medium class FR/FRLSPVC Conduit including supply and laying of the same with all accessories over false ceiling /wall over surface / in concealed manner/in raceway/in work station partition wall from MCB DB to Switch Board including supply and installation of 10-A modular type switches & 10-A modular 5 pin socket/3 pin ceiling rose on suitable size company fabricated G.I modular box with modular plate & its cover complete set as per site requirement to be installed in concealed manner/over concrete surface, if required, including all hard-wares complete. Above wiring may be partially laying over concrete beam/roof surface, if required, by providing and laying of the same as per site requirement complete. The above rate shall also include both end terminations & interconnections in switch board by providing of suitable size wires etc. complete as per site requirement. The above work will be carried out as per IE rule.</p>	30	Set

4	<p><u>20-A power points</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of (2x4+1x2.5) sq mm multi-stranded Copper conductor FRLS wires of 1100 V grade with pvc sheathed in a suitable size ISI make medium class FR/FRLS PVC Conduit including supply and laying of the same with all accessories over false ceiling /wall over surface / in concealed manner from MCB DB to Switch Board including supply and installation of 20-A modular type switches & 20-A 3&6-pin (twin type) modular socket on suitable size company fabricated G.I modular box with modular plate & its cover complete set as per site requirement to be installed in concealed manner/over concrete surface, if required, including all hard-wares complete. Above wiring may be partially laying over concrete beam/roof surface, if required, by providing and laying of the same as per site requirement complete. The above rate shall also include both end terminations & interconnections in switch board by providing of suitable size wires etc. complete as per site requirement. The above work will be carried out as per IE rule</p>	07	Nos
5	<p><u>AC power points</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of (2x6+1x2.5) SQ. mm. multi-stranded Copper conductor FRLS wire of 1100 V grade with PVC sheathed in a suitable size ISI Make medium class FR/FRLS PVC Conduit (including supply & laying the same) /existing trench/workstation raceways with all accessories over ceiling /wall in concealed manner for 32 AMP power points from MCB DB to switch board including supply and installation of 32-A industrial type Top & sockets with 32-A SP MCB on suitable size company fabricated G.I./MS powder coated box etc to be installed in concealed manner as per site requirement including all hard-wares complete. If required partially laying over concrete beam/roof surface by providing and laying of the same as per site requirement complete. The above rate shall also include both end terminations & interconnections in switch board by providing of suitable size wires etc. complete as per site requirement. The above work will be carried out as per IE rule.</p>	06	Nos
6	<p><u>SUB MAIN INCOMER CABLE (for POWER)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 4-core AL</p>	20	Rmt

	<p>conductor Armored FR/FRLS cable with PVC sheathed, 1100-V grade of 25-sqmm size and two nos 10-SWG G.I. wire with all accessories over ceiling /wall in surface/ as per site condition from Main MCB DB to individual Power sub MCB DB including all accessories complete as per site requirement & if required partially laying over concrete surface by providing & laying of the same. The above rate shall also include both end terminations with cable glands, thimbles etc. complete as per site requirement. The above work will be carried out as per IE rule.& as directed by Bank's Engineer.</p>		
7	<p><u>SUB MAIN INCOMER CABLE (for LIGHT, UPS)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 4-core AL conductor Armored FRLS cable with PVC sheathed, 1100-V grade of 16-sqmm size and two nos 10-SWG G.I. wire with all accessories over ceiling /wall in surface/concealed manner as per site condition from</p> <p>(i)From UPS Power MCB DB to Sub MCB DB (ii)From Light MCB DB to individual sub light DBs</p> <p>including all accessories complete as per site requirement & if required partially laying over concrete surface by providing & laying of the same. The above rate shall also include both end terminations with cable glands, thimbles etc. complete as per site requirement. The above work will be carried out as per IE rule & as directed by Bank's Engineer.</p>	60	Rmt
8	<p><u>Main Distribution Board (one each for Power Light, UPS)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 4-way Double-Door company fabricated TPN MCB DB Horizontal type with single phase outgoing and loose wire box on the top and bottom of the DBs in concealed manner with all internal connections & loops after neatly dismantling the existing DBs and fixing the new one by providing of all hard-wares as per site requirements complete comprising of the followings :</p> <p>INCOMER</p> <p>(a) 100AFP MCB.... 1- Nos</p> <p>OUTGOING</p> <p>(b)40A SPMCB 6 nos (c) 20A SPMCB.....6nos</p>	01	sets
9	<p><u>Sub Distribution Board(for Light, UPS)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 12-way Double-Door company fabricated SPN MCB DB with single phase</p>	02	set

	<p>outgoings and loose wire box in concealed manner with all internal connections & loops after neatly dismantling the existing DBs and fixing the new one by providing of all hard-wares as per site requirements complete comprising of the followings</p> <p>INCOMER</p> <p>(a)DP MCB - 40 A, 1- Nos</p> <p>OUTGOING</p> <p>(b)SP MCB 10 - 32 A... 10-Nos</p>		
10	<p><u>Computer points (UPS)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of (3x2.5) SQ. mm. multi-stranded Copper conductor FRLS wire of 1100- V grade with PVC sheathed in a suitable size ISI Make medium class FR/FRLS PVC Conduit or in work station race ways including supply & laying the same with all accessories over ceiling /wall in partly concealed/ partially over surface/partially in raceway/partially in work station partition wall from UPS sub MCB DB to concern switch board comprising of 3 nos 10 AMP 5- pin modular socket & 3-nos of 10-A modular switch for UPS power points and 1-nos of indicator in a suitable size company fabricated GI modular box, modular plate & it's cover etc. to be installed in concealed manner complete as per site requirement and as directed including all hard-wares complete and if required the wiring would be partially laid over concrete beam/roof surface by providing and laying of the same as per site requirement and as directed complete. The above work will be carried out as per IE rule.</p>	14	Set
11	<p><u>Telephone cabling</u></p> <p>Supply, laying following sizes of high conductivity solid annealed copper conductor telephone armored cable with high density polythene insulated paired polyester tapped and sheathed with high oxygen index fire retardant PVC compound from MDF provided at 2nd floor in EPABX room by partially laying over wall & partially over false ceiling by providing & fixing of all hard-wares complete as per site requirement and as directed. The above work will be carried out as per IE rule.</p>		
(A)	20 pair jelly filled telephone cable(armored)	40	meter

12	<u>Telephone MDF Boxes</u> Supply, Installation, Testing and Commissioning (SITC) of following capacity MDF in a suitable size MS box neatly fabricated & duly painted with 1-coat of red-oxide & two coat of synthetic enameled paint properly fixed over wall on suitable size MS angle frame by providing & fixing of all hard-wares complete including of Krone modules as per site requirement. The above work will be carried out as per IE rule.		
(A)	20 pair MDF at 5 th floor	01	set
13	<u>Telephone Points</u> Supply, Installation, Testing and Commissioning (SITC) of Wiring to telephone socket outlet from 20 pair MDF junction box with 0.5mm, 2pair copper conductor telephone wire of high conductivity solid annealed bare copper and high density polythene insulation having high oxygen index fire retardant run inside partly in workstation /raceways/in conduit including supply and installation of clip in type RJ-11 modular telephone socket with modular plate cover and box including termination testing etc as per site requirement and as directed.	07	Nos
14	<u>Telephone sets</u> Supply, Installation, Testing and Commissioning (SITC) of Telephone sets with caller ID feature and 2 way speaker etc complete set of model M59 of Beetel make or its equivalent make	07	sets
15	<u>Wall fans</u> Supply, Installation, Testing and Commissioning (SITC) of new company fabricated wall fans of energy efficient A. C. permanent capacitor single phase induction motor of 400 mm sweep operating on 220-240Volts, 50 Hz, single phase AC complete set by providing & fixing of all hard wares complete as per site requirement & as directed by Bank's Engineer	16	set
16	<u>2'x2' Light fittings</u> Supply, Installation, Testing and Commissioning (SITC) of company fabricated minimum 36-W, minimum 2800-Lumen LED 2'x2'-ft Full Glow glare free square light fittings recess mounting type complete set of Approved make based on latest technology & reliable heat management partially after safely removing of existing fittings & partially after safely cutting of false ceiling. The above rate shall also include end connection etc. as per site requirement & as directed by	75	Set

	Bank Engineer. The above work will be carried out as per IE rule.		
	Sub-Total (P)		
17	Buy-back rate for above removed / dismantled items, i.e. old removed wiring/conduit/light fittings/ switch-socket with its board etc complete dismantled items, the above items i.e. old wiring, MCB DBs, Switch boards, light fittings etc. should be safely removed and dumped with consultation of concerned premises caretaker.	1-lot	LS
	Sub-total (Q)		

Total tendered amount in words

(Rs _____
_____)

Date:

Signature of Contractor with address & Seal

Place:

Note:

- (i) **No enclosures are allowed**
- (ii) **Conditional discounts will not be considered**
- (iii) **Rates for individual items to be written in words and figures, if any**
- (iv) **Rates/amounts to be filled in for all items**
- (v) **Use only the forms supplied by the Bank, if any**
- (vi) **Both original and duplicate shall be submitted, if any**
- (vii) **Rates and amounts shall be inclusive of GST, other taxes etc.**



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Reserve Bank of India

Estate Department

Guwahati

Annexure (I)

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made to-day _____ (date) day of _____ (month) of the..... (Year) between Reserve Bank of India, Guwahati having its Central Office at Mumbai (hereinafter called "the Bank") on the one part and _____ (Name of the Contractor) having its address at (hereinafter called "the Contractor") on the other part.

WHEREAS the Bank is desirous of "**Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati**"

AND WHEREAS the Contractor has agreed to execute the terms and conditions of the Tender in consideration of the amount quoted by him and agreed upon by the Bank.

Now it is agreed as follows:-

By the Contractor:

1. We agree to carry out the work as specified in the Tender documents more specifically as per the Technical Specifications given in the Tender.
2. We agree to commence the work at the earliest but not later than 10th day of issuance of work order.
3. We also agree to complete the entire job within 120 Days from the 10th day of issue of work order.
4. We agree not to disclose (directly or indirectly) any information and details of Bank's infrastructure systems/equipment etc. (Which may come to our possession during the course of discharging its contractual obligations) to any third party. We also agree not to publish, permit to be published or disclose any particulars of the works in any trade or technical paper. We agree to indemnify the Bank from any loss to the Bank might suffer as a result of such disclosure.
5. We agree to take steps to prevent sexual harassment of any of our lady employees as per the provisions of 'The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013.'

6. We agree to provide a complete and updated list of our employees who will be deployed within the Bank premises.

By the Bank

1. We agree to provide access to the work areas of the Bank Building for a minimum of 8 hours a day for six days a week to facilitate the works of the Contractor.
2. We agree to pay the Bills Submitted by the Contractor at the earliest but not later than 30 days provided the same is in order in all respects. If the bills are delayed beyond 30 days from the date of submission, we agree to pay interest at the same rate at which State Bank of India pays interest for One year Fixed Deposit.

On behalf of
Reserve Bank of India

on behalf of

Assistant General Manager

(Name of the Contractor)

Annexure II
Proforma Of Bank Guarantee

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The Regional Director,
Reserve Bank of India
Station Road,
Guwahati.

Place
Date

Dear Sir/Madam,

Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at Guwahati (hereinafter called the 'Bank') has invited tenders for the work Renovation of 5th floor (Electrical works) – Library, Conference room, Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station Road, Guwahati (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the Contractor shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit.
2. M/s _____, (hereinafter called as Contractor), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Bank in respect of the said sum of Rs. (Rupees only).

NOW THIS GUARANTEE WITNESS THE

1. We _____ (Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Contractor have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs . _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Contractor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of

Rs . _____/- (Rupees _____ only).

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

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

We hereby further agree that –

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

for a further period as may be indicated by them on the same terms and conditions as contained herein

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

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorized official.

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

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

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

iii) Total amount awarded

13 Comments on the capabilities of the contractor.

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

**Signature of the Reporting Officer* with
Office seal**

* Regarding performance report/clients certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled in properly

(ii) The Client Certificates should be submitted for each of the Prequalification work/s

FORMAT OF BANKERS' CERTIFICATE

1. Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
2019-20
2018-19
2017-18
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs. 6,75,000.

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to RBI.

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

**Reserve Bank of India
Estate Department
Guwahati**

**Renovation of 5th floor (Electrical works) – Library, Conference room,
Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station
Road, Guwahati.**

**Part II
Price Bid**

Name of the Contractor _____

Address _____

Due Date of Submission: **14.00 Hrs on November 02, 2020**

PART II
PRICE BID

**Renovation of 5th floor (Electrical works) – Library, Conference room,
Sr.Officer Cabins at Reserve Bank of India Main Office Building, Station
Road, Guwahati.**

Sr. No.	Description of Items	Qty	Unit	Rate (in Rs)	Amount (in Rs)
1	<p><u>LIGHT POINTS</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of (3Rx1.5) sqmm multi-stranded Copper conductor FRLS wires of 1100 V grade with pvc sheathed in a suitable size ISI make medium class FR/FRLS PVC Conduit including supply and laying of the same with all accessories over false ceiling /wall in surface / concealed manner from Switch Board to individual light fitting for light points. The rate shall also include the cost of circuit wiring with (3x2.5) sqmm multi-stranded copper conductor FRLS wire in a suitable size ISI make medium class FR/FRLS PVC Conduit in a surface / concealed manner from MCB DB to Switch Board including supply and installation of 10-A modular type switches on suitable size company fabricated G.I modular box with modular plate & its cover complete set as per site requirement to be installed in concealed manner/over concrete surface, if required including all hard-wares complete. Above wiring may be partially laying over concrete beam/roof surface, if required, by providing and laying of the same as per site requirement complete. The above rate shall also include both end terminations & interconnections by providing of suitable size wires etc. complete as per site requirement. The above work will be carried out as per IE rule.</p>				
	a) One light fitting controlled by one switch point	09	Nos		
	b)Two Light fittings Controlled by one Switch point	33	Nos		

2	<p><u>On board switch socket</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 6/10-A modular type switch & 5-pin socket on above lighting switch board by providing & fixing of the same, including its interconnection and additional GI box, modular plate etc. if required by providing & fixing of suitable size wire etc complete as per site requirement.</p>	14	Nos		
3	<p><u>6/10-A POWER POINTS+WALL FAN PT</u></p> <p>Supply, Installation, Testing and Commissioning (SITC)of (3x2.5) sq mm multi-stranded Copper conductor FRLS wires of 1100 V grade with pvc sheathed in a suitable size ISI make medium class FR/FRLSPVC Conduit including supply and laying of the same with all accessories over false ceiling /wall over surface / in concealed manner/in raceway/in work station partition wall from MCB DB to Switch Board including supply and installation of 10-A modular type switches & 10-A modular 5 pin socket/3 pin ceiling rose on suitable size company fabricated G.I modular box with modular plate & its cover complete set as per site requirement to be installed in concealed manner/over concrete surface, if required, including all hard-wares complete. Above wiring may be partially laying over concrete beam/roof surface, if required, by providing and laying of the same as per site requirement complete. The above rate shall also include both end terminations & interconnections in switch board by providing of suitable size wires etc. complete as per site requirement. The above work will be carried out as per IE rule.</p>	30	Set		

4	<p><u>20-A power points</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of (2x4+1x2.5) sq mm multi-stranded Copper conductor FRLS wires of 1100 V grade with pvc sheathed in a suitable size ISI make medium class FR/FRLS PVC Conduit including supply and laying of the same with all accessories over false ceiling /wall over surface / in concealed manner from MCB DB to Switch Board including supply and installation of 20-A modular type switches & 20-A 3&6-pin (twin type) modular socket on suitable size company fabricated G.I modular box with modular plate & its cover complete set as per site requirement to be installed in concealed manner/over concrete surface, if required, including all hard-wares complete. Above wiring may be partially laying over concrete beam/roof surface, if required, by providing and laying of the same as per site requirement complete. The above rate shall also include both end terminations & interconnections in switch board by providing of suitable size wires etc. complete as per site requirement. The above work will be carried out as per IE rule</p>	07	Nos		
5	<p><u>AC power points</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of (2x4+1x2.5) SQ. mm. multi-stranded Copper conductor FRLS wire of 1100 V grade with PVC sheathed in a suitable size ISI Make medium class FR/FRLS PVC Conduit (including supply & laying the same) /existing trench/workstation raceways with all accessories over ceiling /wall in concealed manner for 32 AMP power points from MCB DB to switch board including supply and installation of 32-A industrial type Top & sockets with 32-A SP MCB on suitable size company fabricated G.I./MS powder coated box etc to be installed in concealed manner as per site requirement including all hard-wares complete. If required partially laying over concrete beam/roof surface by providing and laying of the same as per site requirement complete. The above rate shall also include both end terminations & interconnections in switch board by providing of</p>	06	Nos		

	suitable size wires etc. complete as per site requirement. The above work will be carried out as per IE rule.				
6	<p><u>SUB MAIN INCOMER CABLE (for POWER)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 4-core AL conductor Armored cable with PVC sheathed, 1100-V grade of 25-sqmm size and two nos 10-SWG G.I. wire with all accessories over ceiling /wall in surface/ as per site condition from Main MCB DB to individual Power sub MCB DB including all accessories complete as per site requirement & if required partially laying over concrete surface by providing & laying of the same. The above rate shall also include both end terminations with cable glands, thimbles etc. complete as per site requirement. The above work will be carried out as per IE rule.& as directed by Bank's Engineer.</p>	20	Rmt		
7	<p><u>SUB MAIN INCOMER CABLE (for LIGHT, UPS)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 2-core Copper conductor Armored cable with PVC sheathed, 1100-V grade of 16-sqmm size and one nos 10-SWG G.I. wire with all accessories over ceiling /wall in surface/concealed manner as per site condition from</p> <p>(i)From UPS Power MCB DB to Sub MCB DB (ii)From Light MCB DB to individual sub light DBs</p> <p>including all accessories complete as per site requirement & if required partially laying over concrete surface by providing & laying of the same. The above rate shall also include both end terminations with cable glands, thimbles etc. complete as per site requirement. The above work will be carried out as per IE rule & as directed by Bank's Engineer.</p>	60	Rmt		
8	<p><u>Main Distribution Board (for Power)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 4-way Double-Door company fabricated TPN MCB DB Vertical type with three/ single phase outgoing and loose wire box on the top and bottom of the DBs in concealed manner with all internal connections & loops after</p>	01	sets		

	<p>neatly dismantling the existing DBs and fixing the new one by providing of all hard-wares as per site requirements complete comprising of the following:</p> <p>INCOMER</p> <p>(a) 100AFP MCB.... 1- Nos</p> <p>OUTGOING</p> <p>(b)40A SPMCB 6 nos</p> <p>(c) 20A SPMCB.....6nos</p>				
9	<p><u>Sub Distribution Board(for Light, UPS)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of 12-way Double-Door company fabricated SPN MCB DB with single phase outgoings and loose wire box in concealed manner with all internal connections & loops after neatly dismantling the existing DBs and fixing the new one by providing of all hard-wares as per site requirements complete comprising of the followings</p> <p>INCOMER</p> <p>(a)DP MCB - 40 A, 1- Nos</p> <p>OUTGOING</p> <p>(b)SP MCB 10 - 32 A... 10-Nos</p>	02	set		
10	<p><u>Computer points (UPS)</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of (3x2.5) SQ. mm. multi-stranded Copper conductor FRLS wire of 1100- V grade with PVC sheathed in a suitable size ISI Make medium class FR/FRLS PVC Conduit or in work station race ways including supply & laying the same with all accessories over ceiling /wall in partly concealed/ partially over surface/partially in raceway/partially in work station partition wall from UPS sub MCB DB to concern switch board comprising of 3 nos 10 AMP 5- pin modular socket & 3-nos of 10-A modular switch for UPS power points and 1-nos of indicator in a suitable size company fabricated GI modular box, modular plate & it's cover etc. to be installed in concealed manner complete as per site requirement and as directed including all hard-wares complete and if required the wiring</p>	14	Set		

	would be partially laid over concrete beam/roof surface by providing and laying of the same as per site requirement and as directed complete. The above work will be carried out as per IE rule.				
11	<p><u>Telephone cabling</u></p> <p>Supply, laying following sizes of high conductivity solid annealed copper conductor telephone armored cable with high density polythene insulated paired polyester tapped and sheathed with high oxygen index fire retardant PVC compound from MDF provided at 2nd floor in EPABX room by partially laying over wall & partially over false ceiling by providing & fixing of all hard-wares complete as per site requirement and as directed. The above work will be carried out as per IE rule.</p>				
(A)	20 pair jelly filled telephone cable(armored)	40	meter		
12	<p><u>Telephone MDF Boxes</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of following capacity MDF in a suitable size MS box neatly fabricated & duly painted with 1-coat of red-oxide & two coat of synthetic enameled paint properly fixed over wall on suitable size MS angle frame by providing & fixing of all hard-wares complete including of Krone modules as per site requirement. The above work will be carried out as per IE rule.</p>				
(A)	20 pair MDF at 5 th floor	01	set		
13	<p><u>Telephone Points</u></p> <p>Supply, Installation, Testing and Commissioning (SITC) of Wiring to telephone socket outlet from 20 pair MDF junction box with 0.5mm, 2pair copper conductor telephone wire of high conductivity solid annealed bare copper and high density polythene insulation having high oxygen index fire retardant run inside partly in workstation /raceways/in conduit including supply and installation of clip in type RJ-11 modular telephone socket with modular plate cover and box including termination testing etc as per site requirement and as directed.</p>	07	Nos		

14	<u>Telephone sets</u> Supply, Installation, Testing and Commissioning (SITC) of Telephone sets with caller ID feature and 2 way speaker etc complete set of model M59 of Beetel make or its equivalent make	07	sets		
15	<u>Wall fans</u> Supply, Installation, Testing and Commissioning (SITC) of new company fabricated wall fans of energy efficient A. C. permanent capacitor single phase induction motor of 400 mm sweep operating on 220-240Volts, 50 Hz, single phase AC complete set by providing & fixing of all hard wares complete as per site requirement & as directed by Bank's Engineer	16	set		
16	<u>2'x2' Light fittings</u> Supply, Installation, Testing and Commissioning (SITC) of company fabricated minimum 36-W, minimum 2800-Lumen LED 2'x2'-ft Full Glow glare free square light fittings recess mounting type complete set of Approved make based on latest technology & reliable heat management partially after safely removing of existing fittings & partially after safely cutting of false ceiling. The above rate shall also include end connection etc. as per site requirement & as directed by Bank Engineer. The above work will be carried out as per IE rule.	75	Set		
	Sub-Total (P)				
17	Buy-back rate for above removed / dismantled items, i.e. old removed wiring/conduit/light fittings/ switch-socket with its board etc complete dismantled items, the above items i.e. old wiring, MCB DBs, Switch boards, light fittings etc. should be safely removed and dumped with consultation of concerned premises caretaker. (Q)	1-lot	LS		
	Sub-total (P-Q)				

Total tendered amount in words

(Rs _____)

Date:

Signature of Contractor with address & Seal

Place:

Note:

- (i) No enclosures are allowed**
- (ii) Conditional discounts will not be considered**
- (iii) Rates for individual items to be written in words and figures**
- (iv) Rates /amounts to be filled in for all items**
- (v) Use only the forms supplied by the Bank**
- (vi) Both original and duplicate shall be submitted**
- (vii) Rates and amounts shall be inclusive of GST, other taxes etc.**